



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

WEDNESDAY, APRIL 13, 2022 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
Heber Marquez

CITY CLERK
Vacancy

MAYOR PRO TEM
Frank Garcia

CITY TREASURER
Mary Mariscal

COUNCIL MEMBERS
Eduardo De La Riva
Ricardo Lara
Jessica Torres

CITY MANAGER
Jennifer E. Vasquez

CITY ATTORNEY
Roxanne Diaz

III. COVID-19 MEETING PROCEDURES

PUBLIC ADVISORY: 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: 891 8938 8228 Passcode: 221624
OR Please click the link below to join the webinar:

<https://us02web.zoom.us/j/89189388228?pwd=Y1RiRTkzZlIBN3BGbTZTd3hqU3VGQT09>
Passcode: 221624

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

RECOGNITION OF THE 70TH ANNIVERSARY OF GREATER LOS ANGELES COUNTY
VECTOR CONTROL DISTRICT

PROCLAMATION RECOGNIZING AUTISM AWARENESS MONTH

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 MARCH 23, 2022 CITY COUNCIL MEETING
2. RESOLUTION NO. 6230 OF THE CITY COUNCIL OF THE CITY OF MAYWOOD AND SUCCESSOR AGENCY TO THE MAYWOOD COMMUNITY REDEVELOPMENT AGENCY APPROVING THE WARRANTS FOR PAYMENT
3. AUTHORIZATION TO SOLICIT BIDS FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND PERMANENT LOCAL HOUSING ALLOCATION (PLHA) ADMINISTRATION SERVICES FOR FISCAL YEARS 2022-2025 WITH A TWO ADDITIONAL ONE-YEAR EXTENSION PERIOD
4. ACCEPTANCE OF CITYWIDE STREET NAME SIGN REPLACEMENT PROJECT COMPLETED BY STERND AHL ENTERPRISES, INC. AND RELATED ACTIONS
5. CONSIDERATION OF AWARD OF CONSTRUCTION CONTRACT TO CALIFORNIA WATERS DEVELOPMENT, INC. FOR AQUATIC CENTER POOL REPLASTERING PROJECT
6. CONSIDERATION OF AWARDING A PROFESSIONAL SERVICES AGREEMENT TO STANTEC CONSULTANT SERVICES, INC. FOR ENGINEERING SERVICES FOR THE SLAUSON AVENUE CORRIDOR IMPROVEMENTS PROJECT

IX. DISCUSSION/ACTION ITEMS

7. DISCUSSION AND DIRECTION REGARDING FILLING THE CITY CLERK VACANCY INCLUDING BUT NOT LIMITED TO THE REVIEW AND INTERVIEW OF APPLICANTS AND CONSIDERATION OF RESOLUTION NO. 6231 MAKING AN APPOINTMENT OF THE CITY CLERK TO SERVE UNTIL THE NOVEMBER 8, 2022 GENERAL MUNICIPAL ELECTION

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, April 27, 2022 at 7:00 p.m.

PUBLIC ACCESS TO MEETING AGENDA AND AGENDA PACKETS

I, _____, 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.



CERTIFICATE OF RECOGNITION

WE HEREBY PROUDLY PRESENT TO

Greater Los Angeles Vector
Control District

For the dedicated service to the affairs of the community and for the civic pride demonstrated by numerous contributions over the past seven decades for the benefit of residents of Los Angeles County. It is our pleasure to honor you for taking the initiative in being a true leader and supporter. The hard work and dedication of the District's staff is an inspiration to us all.

On behalf of the Mayor and City
Council, we thank you!

HEBER MARQUEZ, MAYOR
April 13, 2022





City of Maywood

Proclamation

Autism Awareness Month 2022

WHEREAS, Autism spectrum disorder (ASD) is a developmental disability that can cause significant social, communication and behavioral challenges. Autism is the fastest growing developmental disorder; and

WHEREAS, Autism spectrum disorder affects an estimated 1 in 44 children and 1 in 45 adults and is a complex condition that affects each person differently, resulting in unique strengths and challenges; and

WHEREAS, Autism is often accompanied by medical conditions that impact quality of life; and

WHEREAS, early diagnosis and intervention tailored to individual needs can have lifelong benefits, easing the transition to adulthood and fostering greater independence; and

WHEREAS, each person and family affected by autism should have access to reliable information and supports; and

WHEREAS, autistic people should have opportunities to reach their full potential and the whole of society stands to benefit from this; and

WHEREAS, during the month of April, we strive to promote autism awareness, inclusion, and self-determination for all, and assure that each person with ASD is provided an opportunity to achieve the highest possible quality of life.

NOW THEREFORE, WE, the Mayor & Council of the City of Maywood, do hereby proclaim the month of April 2022 to be designated as **Autism Awareness Month**, as a symbol of our commitment to creating a culture of disability awareness and inclusion for all members of our community.

On this 13th day of April 2022

Mayor Heber Marquez



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

WEDNESDAY, MARCH 23, 2022 AT 7:00 PM

I. CALL TO ORDER/ROLL CALL

Mayor Marquez called to order at approximately 7:04 p.m.

II. CITY OFFICIALS

MAYOR

Heber Marquez (present)

CITY CLERK

Vacancy

MAYOR PRO TEM

Frank Garcia (present)

CITY TREASURER

Mary Mariscal (teleconference)

COUNCIL MEMBERS

Eduardo De La Riva (present)

Ricardo Lara (present)

Jessica Torres (teleconference)

CITY MANAGER

Jennifer E. Vasquez (present)

CITY ATTORNEY

Lindsay Thorson on behalf of Roxanne Diaz
(teleconference)

STAFF PRESENT:

Hrant Manuelian, Finance Director (present)

Steve Fowler, Director of Building and Planning (present)

Shirley Quiñones, 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: 829 7770 3486 Passcode: 036379 or

IV. MAYOR, COUNCILMEMBERS AND STAFF COMMENTS

Mayor, Council Members and City Manager provided community updates.

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

The following spoke on Agenda items:

1) David Perez

VI. PRESENTATIONS

PROCLAMATION RECOGNIZING DEVELOPMENTAL DISABILITIES AWARENESS MONTH

Mayor Marquez proclaimed March 2022 as Developmental Disabilities Awareness Month for the City of Maywood.

CITY OF MAYWOOD WOMEN'S HISTORY MONTH HONOREES

Mayor Marquez recognized City of Maywood's 2022 Women's History Month Honorees.

VII. PUBLIC HEARING

None

VIII. CONSENT CALENDAR

1. MINUTES OF MARCH 9, 2022 CITY COUNCIL MEETING

Motion to approve Minutes of the March 9, 2022 City Council Meeting by Mayor Marquez. Second by Mayor Pro Tem Garcia. AYES: De La Riva, Lara, Torres, Garcia, Marquez . PASSES

2. RESOLUTION NO. 6228 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. 6228 of the City Council of the City of Maywood and Successor Agency to the Maywood Community Redevelopment Agency Approving the Warrants for Payment by Mayor Marquez. Second by Mayor Pro Tem Garcia. AYES: De La Riva, Lara, Torres, Garcia, Marquez . PASSES

3. MONTHLY CASH AND INVESTMENT REPORT TO THE CITY COUNCIL FOR FEBRUARY 2022

Motion to receive and file the Monthly Cash and Investment Report for February 2022 by Mayor Marquez. Second by Mayor Pro Tem Garcia. AYES: De La Riva, Lara, Torres, Garcia, Marquez . PASSES

4. REVENUE REPORT FROM JULY 2021 - FEBRUARY 2022

Motion to receive and file the Revenue Report from July 2021 - February 2022 by Mayor Marquez. Second by Mayor Pro Tem Garcia. AYES: De La Riva, Lara, Torres, Garcia, Marquez . PASSES

5. AUTHORIZATION TO SOLICIT BIDS FOR GRAFFITI REMOVAL SERVICES FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) GRAFFITI REMOVAL PROGRAM FOR FISCAL YEARS 2022-2025 WITH A TWO ADDITONAL ONE-YEAR EXTENSION PERIOD.

Motion to approve the request to solicit bids for Graffiti Removal Services for the Community Development Block Grant (CDBG) Graffiti Removal Program (60141-22) for Fiscal Year 2022-2025 with two additional one-year extension periods by Mayor Marquez. Second by Mayor Pro Tem Garcia. AYES: De La Riva, Lara, Torres, Garcia, Marquez . PASSES

6. AUTHORIZE THE ISSUANCE OF A REQUEST FOR PROPOSALS (RFP) FOR THE MAYWOOD EXPRESS SHUTTLE TRANSIT AND THE PARATRANSIT DIAL-A-RIDE OPERATIONS FOR FISCAL YEARS 2022-2027

Motion to authorize the issuance of a Request for Proposals (RFP) for the Maywood Express Shuttle and the paratransit Dial-A-Ride services with the following changes to the RFP; 1) Page 4 of RFP remove *if any* in Section 3 A. Backup Transit Shuttle; 2) Page 6 of RFP remove Section 3 G. Sub-Contractors; 3) Page 19 of RFP add *All Drivers must be employees of the transportation company submitting the proposal* in Section 4, sub-section 7; and 4) Page 21 of RFP Section 4, sub-section 11 Vehicle Maintenance and Equipment (3)(e)(3) add *The proposer shall provide a new Twenty-One (21) Passenger Wheelchair Accessible Shuttle and Dial-A-Ride shall have wheelchair accessible mini-vans and sedans.*

by Mayor Pro Tem Garcia. Second by Lara. AYES: De La Riva, Lara, Torres, Garcia, Marquez . PASSES

Item #6 was pulled for further discussion.

IX. DISCUSSION/ACTION ITEMS

- 7. ANNUAL FINANCIAL REPORT FOR FISCAL YEAR ENDED JUNE 30, 2021**

City Council received and filed the Annual Financial Report and Single Audit Report for the fiscal year ended June 30, 2021.

- 8. CONSIDERATION OF APPROVING RESOLUTION NO. 6229 OF THE CITY COUNCIL OF THE CITY OF MAYWOOD APPROVING THE ALLOCATION OF PERMANENT LOCAL HOUSING ALLOCATION PROGRAM FUNDS AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT FOR FUNDING**

Motion to adopt Resolution No. 6229 to approve an allocation of \$70,000 in Fiscal Year 21-22 Permanent Local Housing Allocation Program Funds for the Shelter Beds within the Salvation Army Bell Shelter and authorize the Mayor to execute a contract for funding by De La Riva. Second by Mayor Pro Tem Garcia. AYES: De La Riva, Lara, Torres, Garcia, Marquez . PASSES

- 9. CONSIDERATION OF APPROVING A REIMBURSEMENT AGREEMENT WITH THE CITY OF BELL FOR SHELTER BEDS WITHIN THE SALVATION ARMY, BELL SHELTER**

Motion to approve in form the Reimbursement Agreement with the City of Bell for Shelter Beds within the Salvation Army Bell Shelter, with the understanding that the final term length and the final cost will be updated in a final agreement to reflect the actual parties that will be participating in the program and subject to the final form approved by the City Attorney and City Manager by Lara. Second by De La Riva. AYES: De La Riva, Lara, Torres, Garcia, Marquez . PASSES

- 10. DISCUSSION OF ESTABLISHING A VOLUNTEER PROGRAM THAT WILL RECOGNIZE COMMUNITY MEMBERS WHO VOLUNTEER THEIR TIME AT CITY SPECIAL EVENTS AND PROGRAMS**

Direction given to staff to form an AdHoc Committee to include two (2) Council members to work with staff on establishing a Volunteer Program that will recognize community members who volunteer their time at City Special Events and Program.

- 11. CONSIDERATION OF APPROVING THE COMMUNITY BENEFIT FUND APPLICATION**

FROM WOLFPACK PTO IN THE AMOUNT OF \$10,000.

Motion to approve the Community Benefit Fund Application from Wolfpack PTO in the amount of \$9,000 with the condition that if the grad night buses are approved through a county grant, the amount awarded will be decreased to \$2,000 for end of the year student recognition gifts. by Lara. Second by De La Riva. AYES: De La Riva, Lara, Torres, Garcia, Marquez . PASSES

X. CLOSED SESSION

Conference with Legal Counsel, Existing Litigation (Administrative Hearing), California Government Code Section 54956.9(d)(1); *Ramirez v. City of Maywood*; Los Angeles County Civil Service Commission Case No. 19-281

No Reportable Action

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

The following spoke on Non-Agenda items:

- 1) David Perez (via teleconference)
- 2) Gerry Mayagoitia (via teleconference)

XII. ADJOURNMENT

Meeting adjourned at approximately 9:36 p.m. to the Adjourned Meeting of the Maywood City Council, Thursday, April 7, 2022 at 5:00 p.m.

Heber Marquez, Mayor

ATTEST:

Shirley Quiñones, Deputy City Clerk

RESOLUTION NO. 6230

**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 \$757,657.94 are hereby ratified:

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

PASSED, APPROVED AND ADOPTED THIS 13th day of April, 2022.

Heber Marquez, Mayor

ATTEST:

APPROVED AS TO FORM:

Shirley Quiñones, Deputy City Clerk

Roxanne Diaz, City Attorney

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

I, Shirley Quiñones , Deputy City Clerk of the City Council of the City of Maywood, do hereby certify that foregoing Resolution No. 6230 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 13th day of April, 2022 by the following roll call vote, to wit:

AYES:

NAYES:

ABSENT:

ABSTAINED:

Shirley Quiñones , Deputy City Clerk

City of Maywood
Summary Warrants for Payment and Wire Transfers/ACH Transactions
Council Meeting Date
Wednesday, April 13, 2022

Accounts Payable

	Amount
Accounts Payable prepaid warrants for payment: Checks No. 089455 - 089472	\$ 21,314.33
Accounts Payable regular warrants for payment: Checks No. 089474 - 089503	\$ 582,785.42
Sub-total	\$ 604,099.75

Wire Transfers/ACH Transactions

03/17/22 Payroll Pay Period 2/27/22 - 3/12/22	\$ 42,118.96
03/25/22 ADP Payroll Fees	\$ 587.10
03/29/22 CalPERS Employer Contribution 2/27/22 - 3/12/22	\$ 6,815.89
03/31/22 Payroll Pay Period 3/13/22 - 3/26/22	\$ 43,523.12
04/01/22 US Bank - Merchant Fees	\$ 738.79
04/05/22 CalPERS Health Premium April 2022	\$ 29,950.92
04/05/22 California Joint Powers Insurance Authority (CJPIA) repayment plan agreement - April 2022	\$ 22,355.58
04/05/22 8x8 Inc - Monthly Phone Maintenance	\$ 367.34
04/05/22 CalPERS Employer Contribution 3/13/22 - 3/26/22	\$ 7,031.82
04/05/22 CalPERS - Replacement Benefit Contribution	\$ 68.67
Sub-total	\$ 153,558.19

Total Demands	\$ 757,657.94
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City of Maywood
Detail Warrants for Payment
Warrants No. 089455 to 089503

Check No.	Prepays	Date	Vendor Name	Check Amt	Transaction Description	Fund
089455	P	3/24/2022	Angel Villegas	698.71	Retiree Medical Reimbursement April 2022	General Fund - 01
089456	P	3/24/2022	Brent Talmo	698.71	Retiree Medical Reimbursement April 2022	General Fund - 01
089457	P	3/24/2022	Bruce Leflar	1,290.56	Retiree Medical Reimbursement April 2022	General Fund - 01
089458	P	3/24/2022	Christine M. Locher	232.94	Retiree Medical Reimbursement April 2022	General Fund - 01
089459	P	3/24/2022	Edward Ahrens	1,290.56	Retiree Medical Reimbursement April 2022	General Fund - 01
089460	P	3/24/2022	Mary Mariscal	50.00	April 2022 Treasurer Stipend	General Fund - 01
089461	P	3/24/2022	Paul Pine	1,722.43	Retiree Medical Reimbursement April 2022	General Fund - 01
089462	P	3/24/2022	Robert Leach	1,005.00	Retiree Medical Reimbursement April 2022	General Fund - 01
089463	P	3/24/2022	Ronald Lindsey	1,096.31	Retiree Medical Reimbursement April 2022	General Fund - 01
089464	P	3/24/2022	Scott C. Anderson	1,290.56	Retiree Medical Reimbursement April 2022	General Fund - 01
089465	P	3/24/2022	Sonia Aguilar	110.00	Notary Public Services - City Manager	General Fund - 01
089466	P	3/31/2022	Arturo Del Rio	1,000.00	Settlement Check for Claim GHC0037772	General Fund - 01
089467	P	3/31/2022	AT & T Long Distance	42.39	Elevator Emergency Phone Line February 2022	General Fund - 01
089468	P	3/31/2022	Eduardo De la Riva	788.55	Policy Makers Conference 03/17/22 - 03/19/22	General Fund - 01
089469	P	3/31/2022	MV Cheng & Associates Inc.	8,841.25	Senior Acct & Acct Tech Consultant Services Feb 2022	General Fund - 01
089470	P	3/31/2022	QDoxs	387.78	Additional Copier/Fax Charge For February 2022	General Fund - 01
089471	P	3/31/2022	Shirley Quinones	547.02	Reimbursement for Lodging/Clerk Training Reimbursement for Mileage/Training	General Fund - 01
089472	P	3/31/2022	Southern California Edison	221.56	5916 King & 5913 Mayflower Ped 02/08/22 to 03/09/22	General Fund - 01
089473			VOID		VOID	
089474		4/6/2022	Amazon Capital Services	773.51	Phone equipment for Staff New Hire Equipment Covid Supplies	General Fund - 01

**City of Maywood
Detail Warrants for Payment
Warrants No. 089455 to 089503**

Check No.	Prepays	Date	Vendor Name	Check Amt	Transaction Description	Fund
089475		4/6/2022	Active Universal Capital, LLC	9,559.68	Crossing Guard Services - Maywood Elementary February 2022 Crossing Guard Services - February 2022	Gas Tax - 04
089476		4/6/2022	AT&T	25.09	Elevator Emergency Phone Line 02/10/22 - 03/09/22	General Fund - 01
089477		4/6/2022	Occupational Health Centers of CA	197.00	Pre-employment physical - Karen Inguiez Pre-employment physical - Miguel Leon	General Fund - 01
089478		4/6/2022	County of L.A. Dept. of Animal Control	5,813.30	Animal Control Services for February 2022	General Fund - 01
089481		4/6/2022	Crosstown Electrical & Data, Inc.	17,734.16	Heliotrope & 58th repair flag pole lights at YMCA Atlantic & Slauson Repair Hit Signal Head Slauson & Maywood Repair Blacked Out Intersection Atlantic & Slauson Replaced missing signal head 52nd & King Safety/street light blacked out Heliotrope & 58th - Flag Pole Light Inoperative 6148 King Repair Safety/Street Light Slauson & Alamo Replace Missing Hand Hole Cover Slauson & Woodlawn Turned Traffic Signals Slauson & Maywood Continued Repairs Blacked Out Intersection Atlantic & Slauson Intersection Blacked Out	General Fund - 01 Street Lighting - 62
089482		4/6/2022	Daily Journal Corporation	710.00	Publication of Official Notices	General Fund - 01
089483		4/6/2022	FedEx Office Customer Administrative Services	839.87	Newsletter Printing for Apr/May/Jun 2022	General Fund - 01
089484		4/6/2022	Heber Marquez	789.55	Reimbursement for Conference March 2022	General Fund - 01
089485		4/6/2022	Myers & Sons Hi-Way Safety, Inc.	998.12	Signs Public Works Supplies	General Fund - 01
089486		4/6/2022	Hinderliter, de Llamas & Assoc.	7,027.69	3rd Quarter Sales Tax and Audit Services January to March 20 Cannabis Management Program February 2022	General Fund - 01
089487		4/6/2022	Intelligent Var Technology dba Intelli-Tech	7,434.00	Microsoft Office License Renewal	General Fund - 01

City of Maywood
Detail Warrants for Payment
Warrants No. 089455 to 089503

Check No.	Prepays	Date	Vendor Name	Check Amt	Transaction Description	Fund
089488		4/6/2022	Interwest Consulting Group	20,808.26	Professional Services Plan Review for September 2021 Professional Services Plan Review for October 2021 Building & Safety Plan Review Services for January 2021 Professional Services Plan Review for December 2021 Building & Safety Plan Review Services for February 2022 Professional Services Plan Review for February 2022	General Fund - 01
089489		4/6/2022	Gregory Kiley dba Kiley & Associates, LLC	3,900.00	Legislative Advocacy Services: Feb 15-Mar 15, 2022	General Fund - 01
089490		4/6/2022	Kimley-Horn and Associates, Inc.	7,672.05	Local Roadway Safety Plan Consultant Contract February 2022	General Fund - 01
089491		4/6/2022	L.B. Johnson Hardware Co.	507.82	Public Works Supplies Paint Supplies Building Maintenance	General Fund - 01
089492		4/6/2022	Quadient Leasing USA, Inc.	989.66	Postage Machine Lease: Apr 22, 2022 to Jul 21, 2022	General Fund - 01
089493		4/6/2022	Mapcon Technologies, Inc.	83.00	Mapcon Building & Planning Software March 2022	General Fund - 01
089494		4/6/2022	Nichols Consulting Engineers, CHTD dba NCE	678.75	Pavement Management Services for February 2022	General Fund - 01
089495		4/6/2022	Perez Plumbing Appliance Repair & Contractor	2,080.00	Building Maintenance Repair Water Leak at YMCA Gym	General Fund - 01
089496		4/6/2022	Phoenix Group Information Systems	10,510.54	February 2022 Citation Processing FTP Intercept Letters February 2022 Parking Citation Processing February 2022 Permit Processing Fee	General Fund - 01
089497		4/6/2022	QDoxs	101.44	Copier Base Charge Stmt Credit Copier Base Charge for January 2022 Contract Base Copier/Fax Charge For March 2022	General Fund - 01
089498		4/6/2022	Richards, Watson & Gershon	44,709.05	General Legal Services for February 2022 Cannabis Legal Services for February 2022 Legal Services - Jose Mendoza for February 2022 Legal Services - Commercial Waste for February 2022 Legal Services - NL Industries for February 2022 Legal Services - Bell Gardens Ave for February 2022	General Fund - 01

City of Maywood
Detail Warrants for Payment
Warrants No. 089455 to 089503

Check No.	Prepays	Date	Vendor Name	Check Amt	Transaction Description	Fund
089499		4/6/2022	SHERIFF'S DEPT COUNTY OF LOS ANGELES	428,646.48	Public Safety Services February 2022	General Fund - 01
089500		4/6/2022	Southern California Edison	9,425.14	Various Locations Acct# 700405260081 03/01/22-03/31/22 5317 Atlantic PED 02/15/22 - 03/16/22	Gas Tax - 04
089501		4/6/2022	Sparkletts Drinking Water Corp	56.60	City Hall Office Water	General Fund - 01
089502		4/6/2022	Sprint	622.67	Cell Phone Service: 02/24/22 to 03/23/22	General Fund - 01
089503		4/6/2022	U.S. Bank Corporate Payment System	91.99	Acct#424604455555283 Cred Card Expense02/15-03/15/22	General Fund - 01
TOTAL				\$ 604,099.75		

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 3.

DATE: April 13, 2022

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: KAREN INIGUEZ, COMMUNITY DEVELOPMENT ANALYST

SUBJECT: AUTHORIZATION TO SOLICIT BIDS FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND PERMANENT LOCAL HOUSING ALLOCATION (PLHA) ADMINISTRATION SERVICES FOR FISCAL YEARS 2022-2025 WITH A TWO ADDITIONAL ONE-YEAR EXTENSION PERIOD

RECOMMENDATION:

Staff recommends that the City Council approve the request to solicit bids for the Community Development Block Grant (CDBG) and Permanent Local Housing Allocation PLHA Administration Services for Fiscal Years (FY) 2022-2025 with two additional one-year extension periods.

BACKGROUND:

Each program year, the City receives an annual Community Development Block Grant (CDBG) allocation from the U.S. Department of Housing and Urban Development (HUD) through the Los Angeles County Development Authority (LACDA). The CDBG allocation from the LACDA for Fiscal Year (FY) 2022-2023 will form part of the City's General Budget.

It is estimated that the City's allocated funding will be approximately \$421,488 annually in CDBG funds through a program established by the United States Department of Housing and Urban Development (HUD). These funds provide housing, economic and community development opportunities which primarily benefit persons of low-and moderate-income levels and/or aid in the prevention or elimination of blighted conditions.

The City's FY 2022- 2023 CDBG Program budget includes funding for the Graffiti Removal Program (\$84,298), Code Enforcement Program (\$196,800), and Sidewalk Rehabilitation Project FY 2022-2023 (\$140,390). In addition, the City of Maywood receives an allocation of grant funds from the California Department of Housing and Community Development's (HCD) Permanent Local Housing Allocation Program (PLHA). The City of Maywood's FY 2020-2021 Year 1 allocation was \$256,740.

The CDBG and PLHA Programs are administered by the Los Angeles County Development Authority (LACDA). LACDA interacts with the City of Maywood to coordinate overall program management and to ensure compliance with Federal, State, and County requirements.

DISCUSSION:

Program administrative and technical assistance services are needed for the administration of the LACDA and PLHA programs. These services include 1) coordination, monitoring, evaluation, funding reimbursements, contract, and labor compliance of CDBG projects to meet the LACDA guidelines established by HUD; and 2) program implementation of PLHA projects to meet LACDA and HCD requirements.

The LACDA recommends set term limits for professional services agreements. The previous procurement for CDBG administrative services occurred in May 2019. The current CDBG program administration agreement is with Diana Cho and Associates and will end on June 30, 2022.

A Request for Proposals will be issued to obtain proposals for the CDBG and PLHA Program Administration services covering July 1, 2022, through June 30, 2025. The term of the contract may be extended upon request and approval by the City on an annual basis for an additional two (2) years until June 30, 2027.

The procurement schedule is as follows:

04/18/2022:	Release of Requests for Proposals
05/09/2022:	Proposal Due Date
05/17/2022:	Proposal Review/Evaluation
06/08/2022:	Award of Contract (City Council Action)

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:

There is no fiscal impact involved with this authorization to solicit bids for CDBG and PLHA Administration Services. Once a contract is awarded, budget appropriations will be made. Funding for the professional services agreement is provided by the CDBG Program and PLHA Program.

ATTACHMENT(S)

1. Request for Proposals for (CDBG) Program and (PLHA) Administration Services

City of Maywood
Request for Proposals
For
Community Development Block Grant (CDBG)
Program and Permanent Local Housing Allocation
(PLHA) Administration Services



Date of Issuance: April 18, 2022

RESPONSES MUST BE RECEIVED NO LATER THAN
4:00 PM, May 9, 2022

DELIVER OR MAIL TO:
City of Maywood
City Clerk's Office
4319 E. Slauson Avenue
Maywood, CA 90270

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I. PURPOSE

The purpose of this Request for Proposals (RFP) is to select the most-qualified Consultant to provide administration for the City's Community Development Block Grant (CDBG) program and Permanent Local Housing Allocation (PLHA) program services for the City of Maywood. The City wishes to obtain a qualified consultant with extensive experience in CDBG program and financial administration, monitoring, Federal and County reporting, and contract and labor compliance requirements, under a Professional Services Agreement. The City will award no more than one contract on a not-to-exceed basis. The individuals or firm that is selected will be required to assign a representative to the City, who would be responsible for the requested services. This individual would be required to meet regularly with the City's representative as to the progress of their work as necessary to ensure proper implementation of services.

II. BACKGROUND

The City of Maywood participates in the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) program through the Los Angeles County Development Authority (LACDA). Under the County program, the City receives a yearly allocation of approximately \$421,488 in CDBG funds, which it uses to implement a variety of eligible projects. The City will be funding a Code Enforcement Program, Graffiti Removal Program, and a public works project in Fiscal Year 2022-2023.

In addition, LACDA applied for a grant from the California Department of Housing and Community Development's (HCD) Permanent Local Housing Allocation (PLHA) Program in 2020. The grant includes allocations for LACDA's qualifying participating cities. Maywood's FY 2020-2021 Year 1 allocation is \$256,740. The specific housing projects to be funded through the PLHA are currently being developed by the City.

Due to staffing constraints, the City is seeking services from an experienced consulting firm for project administration and technical assistance services required for implementation of the CDBG and PLHA programs. The assistance to be provided will ensure the proper and timely expenditures of the program funds.

The City will be using CDBG and PLHA funds to fund the services of the selected firm, and all applicable Federal, State, and local regulations relative to the expenditures of such funds shall be adhered to.

The City assumes no responsibility for any costs incurred by a proposer in the preparation and/or presentation of a proposal in response to this request. To be considered, proposals shall be submitted to the City and completed in the manner and form indicated herein, showing the proposed price clearly and legibly. Proposals presented otherwise may not be considered. Proposals must be signed by the individual or an officer of the respondent authorized to bind the individual/firm to its provisions. All proposals,

associated costs and agreements shall be considered valid and binding for a period of ninety (90) days after the proposal due date. All proposals submitted in response to this RFP shall become the property of the City of Maywood upon its receipt by the City and will not be returned.

Each proposal so submitted, must be filed prior to the time, and at the place, designated in the cover page. A proposal so presented, however, may be withdrawn by the proposer, provided the request therefore is made in writing, is signed by the proposer or his authorized representative, and is filed prior to the time fixed for the final filing of proposals. The withdrawal of a proposal does not prejudice the right of the proposer to file a new proposal, provided there is sufficient time to do so.

Proposers must satisfy themselves by personal examination of the proposed work and by such other means as they prefer as to the actual conditions and requirements of the work, and shall not at any time after submission of the proposal, dispute, complain, or assert that there was any misunderstanding in regard to the nature or scope of work to be done.

The City reserves the right to accept or reject any and all proposals received and reserves the right to waive technicalities where such action best serves the interests of the City. The City reserves the right to waive discrepancies, informalities and irregularities in the proposal process or to request additional information from any or all of the respondents for the purpose of ascertaining the most qualified individual/firm for the services requested. The City also reserves the right to withdraw this Request for Proposal without prior notice. The City makes no representation that any agreement will be awarded to any respondents as a result of having responded to this request and may decline to award an agreement at its sole discretion. The City is not liable for any pre-contractual expenses incurred by any proposer or successful proposer.

III. GENERAL REQUIREMENTS

- A. Respondents shall have at least five (5) years of consecutive experience in the Community Development Block Program (CDBG).
- B. The proposed term of the contract under this RFP shall be for three (3) years with the option to renew for two (2) additional one-year periods at the discretion of the City.
- C. Respondent shall comply with the insurance requirements set forth in the form professional services agreement.

IV. SCOPE OF SERVICES

- A. The selected Respondent shall provide the following scope of services as follows:

General Description of Scope of Work

The City of Maywood is seeking an individual/contractor qualified to provide all CDBG administration services within the City. Services to be provided under this proposal include, but not necessarily limited to, the following.

- Provide consultant services and assistance for the administration and implementation of the City's CDBG and PLHA projects.
- Prepare Annual Planning Summary and CDBG and PLHA project planning documents.
- Prepare Agreements to Implement Community Development Block Grant Programs with the Los Angeles County Development Authority including Exhibit A documents, project descriptions and budgets.
- Prepare Reimbursable Contracts to Implement Permanent Local Housing Allocation Programs with the Los Angeles County Development Authority including Exhibit A documents, project descriptions and budgets.
- Prepare and process amendments to the Agreements to Implement for continuing projects.
- Coordinate with staff and gather all necessary documentation for Los Angeles County Development Authority program monitoring and audit preparation.
- Monitor programs and prepare responses to monitoring and audit findings by the Los Angeles County Development Authority and U. S. Department of Housing and Urban Development.
- Prepare and complete Los Angeles County Development Authority and U. S. Department of Housing and Urban Development reports and documents. Provide assistance to staff to ensure the City is meeting LACDA and HUD criteria regarding program-reporting requirements.
- Prepare and complete all relevant City Council agenda reports and memoranda.
- Provide CDBG and PLHA financial management assistance.
- Provide Labor and Contract Compliance and Section 3 monitoring for CDBG construction projects.

- Act as the City's liaison and representative to the Los Angeles County Development Authority.
- Ensure compliance with all applicable Federal, State, and local laws and policies.

V. SCHEDULE

Deadlines

Release of Requests for Proposals	April 18, 2022
Submittal of Questions	April 25, 2022 by 3:00 pm
Response to Questions	April 27, 2022 by 5:00 pm
Proposal Due Date	May 9, 2022 by 4:00 pm
Proposal Review/Evaluation	Week of May 16, 2022
Optional Interview (if required)	Week of May 16, 2022
Tentative award of contract	June 8, 2022
Tentative Start date	July 1, 2022

* These dates are anticipated and may change.

VI. LIST OF INTERESTED PROPOSERS

The full content of the RFP is available through the City website at www.cityofmaywood.org. If addendums are necessary, they will be posted onto the previously mentioned websites as well. All respondents interested in proposing on this RFP are encouraged to sign-up on the "List of Interested Proposers" for the project. This list will be used to email any project updates, addendums, changes or responses to written inquiries and will be distributed to all interested contractors. To get on the list please email steve.fowler@cityofmaywood.org or call, (323) 562-5700.

VII. QUESTIONS

All questions regarding this RFP shall be submitted in writing by email to: Steve Fowler at steve.fowler@cityofmaywood.org. The date and time when questions must be submitted are shown in "Section V-Schedule" of this RFP. Questions with their answers will be posted on the City website by the date and time set forth in this RFP.

VIII. SUBMITTAL PROCEDURES

Submittals shall comply with all conditions, requirements and specifications contained herein, with any departure rendering the proposal non-responsive and may serve as grounds for rejection of the proposal at the City's sole discretion. The submittal shall contain the name of this RFP and Respondents shall provide four (4) copies of the of the proposal (three bound and one unbound), single sided.

All proposal submittals shall be mailed or delivered and received by the City no later than May 9, 2022 at 4:00 p.m. addressed as follows:

City of Maywood
City Clerk's Office
4319 Slauson Avenue
Maywood, CA 90270

For delivery purposes, the City Clerk's phone number for the City is (323) 562-5714. In addition to the submission of the hard copies of the proposal, Respondents shall also submit one electronic copy (searchable PDF format) by the same date and time to NAME AND EMAIL ADDRESS.

IX. SUBMITTAL FORMAT

All Respondents must submit qualifications according to the specifications set forth below. Proposals should be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Responses should emphasize the Respondent's demonstrated capability to perform work of this type. Proposals shall be valid for a minimum of 90 days following submission. Expensive bindings, colored displays, promotional materials, etc., are not necessary or desired. EMPHASIS SHOULD BE ON COMPLETENESS AND CLARITY OF CONTENT. The City reserves the right to request additional information that, in the City's opinion, is necessary to ensure that the Proposer's competence, qualified employees, business organization and financial resources are adequate for the performance of the services under this RFP.

A. WORK PROPOSAL

1. Cover Letter
 - a. Provide a cover letter including the Respondent's name, address and telephone number of the contact person(s) who is authorized to submit the proposal on behalf of the Respondent. The cover letter shall include a brief general statement of intent to perform the services and correspondent that all elements of the RFP have been reviewed and understood. The letter should be signed by an individual who can bind the Respondent contractually.
 - b. There shall be one person from the Respondent identified in the proposal who shall be the Respondent's designated representative and who is responsible for the services listed in "Section IV - Scope of Services" of this RFP ("Point of Contact").
 - c. If applicable, Respondent shall acknowledge receipt of any addendum to the RFP.
2. Table of Contents

- a. Include a table of content identifying the contents of the proposal in a format consistent with the proposal requirements and format set forth herein.
- 3. Experience and Qualifications
 - a. Proposers must be thoroughly competent and capable of satisfactorily performing the work covered by the proposal. A description of the firm's related work experience should be indicated, particularly CDBG experience in dealing with the Los Angeles County Development Authority (LACDA), experience with a variety of CDBG projects and activities, Davis–Bacon requirements, and familiarity with CDBG, LACDA and HUD program requirements. Provide references of at least three (3) recent and/or current clients for whom the proposer's firm has provided and/or is providing services, of a similar nature. Each reference shall include agency or organization name, contact person, title, telephone number, and summary of services performed (NOTE: the City of Maywood shall presume that the firm has no objection to the City contacting the listed clients to review the firm's current and/or past performance and determine client satisfaction).
 - b. Describe the Respondent, its size and organization, the number and location of offices, and general operational structure, as well as its management and key personnel. Include a discussion demonstrating that the Respondent has the resources (financial, equipment, labor and capacity) available to provide services under this RFP from the first day at the start of the work.
 - c. At a minimum, Respondent should have at least five (5) years of consecutive experience.
 - d. Provide at least three references that received similar services from your Respondent at a minimum over the last five years. Include name of organization, contact name, telephone number and email address.
 - e. Demonstrate the qualifications of all personnel to be assigned to the City, including key personnel, by providing resumes and/or relative experience summaries describing their education, credentials, licensing, training and related experience and their proposed roles for this contract.
 - f. Provide an organization chart of the proposed team, including a contingency plan should a member of the proposed team be unable to fulfill their responsibilities.
- 4. Approach to Scope of Services
 - a. This section should set forth a comprehensive description of the approach to providing the Scope of Services and should clearly demonstrate an understanding of the City's

requirements, the work to be done and the objectives to be accomplished.

- b. Provide a description of the work plan for the services describing how each task under the Scope of Services will be accomplished. This may be used as an Exhibit for the Scope of Services to the agreement.
- c. Provide any other information or tasks that Respondent believes necessary to complete the Scope of Services.
- d. Describe the management and staffing configuration to be used to complete the Scope of Work. Resumes of proposed project personnel must be included. The proposal must indicate a staff representative to act as Project Manager, who will have primary responsibility for this entire project.

B. COST PROPOSAL

1. Detailed Cost Proposal

- a. Respondent shall submit a detailed cost proposal that shall include all tasks required to perform the Scope of Services. The cost proposal shall indicate how the City will be charged for services (i.e., unit, hourly or flat rate basis as appropriate) for the term of the contract, including any extensions. Costs should include all services and materials if any, needed to perform the Scope of Services.
- b. As it relates to the services under this RFP, if Respondent is proposing to provide the services on an hourly basis, the cost proposal shall identify the hourly rate for the personnel needed to complete the Scope of Services.
- c. In addition, Respondent shall also submit the rates/compensation for any "additional services" that Respondent can provide.

X. AGREEMENT FOR PROFESSIONAL SERVICES

The City of Maywood's Agreement for Professional Services (Attachment 1) is included for review and comment. The Respondent's submission of a proposal indicates Respondent's compliance of such terms, unless the proposal indicates that compliance is not possible. Proposed revisions should be addressed in the cover letter, however, the City maintains discretion to accept or reject the Respondent's request for revisions. The City reserves the right to make any revisions to the proposed professional services agreement.

XI. GENERAL ADMINISTRATIVE INFORMATION

All respondents are advised to become familiar with all conditions, instructions and specifications of this RFP. By submitting a proposal, Respondent represents that it has thoroughly examined and become familiar with the work required under this RFP and that the Respondent has conducted such additional investigation as it deems necessary and

convenient (i.e., visiting the locations), that Respondent is capable of providing the equipment, goods and services necessary to furnish landscape maintenance in a manner that meets the City's objectives in this RFP. Once the contract has been made, a failure to have read the conditions or conduct any investigations of the properties shall not be cause to alter the contract or for Respondent to request additional compensation.

Each Respondent understands and agrees that the City, its departments, its officers, employees or agents are not responsible for:

- Any costs incurred by a Respondent in the preparation, delivery or presentation of a proposal.
- Any costs incurred by a Respondent in meeting the criteria as a result of making or submitting a proposal or subsequently in entering into a formal agreement with the City; and
- Any errors, inaccuracies or misstatements related to the information or data supplied to any contractor by the City. The use of such information or data provided by the City, its officers, employees or agents is intended to be used at the sole discretion and risk of the Respondent in the preparation of a proposal pursuant to this Request for Proposals only.

The selected Respondent shall comply with any and all Federal and State laws applicable to the services. All proposals submitted to the City of Maywood in response to this RFP shall become the property of the City and will not be returned and such proposals, after the agreement is awarded, are subject to the California Public Records Act.

The City reserves the right to accept, reject, modify or cancel in whole or in part, this RFP. The City reserves the right to accept or reject any or all proposals, negotiate modifications to proposals that it deems acceptable, to request and consider additional information from any proposer, and to waive irregularities and technical defects in the proposal process, all in its sole discretion. The City has no obligation, express or implied, to make an award.

The City may reject proposals from Respondents who cannot satisfactorily provide the experience and qualifications required by this RFP and/or provides the scope of services required herein. The City reserves the right to seek new proposals when it determines that it is in the best interest to do so.

XII. SUBMITTAL DUE DATE

The submittal package must be received prior to the submittal date specified in "Section V - Schedule" of this RFP. Respondents mailing a proposal must allow sufficient delivery time to ensure timely receipt of the proposal by the date and time specified. Submittals arriving after the deadline will not be considered.

XIII. SELECTION PROCESS

All proposals timely received shall be reviewed to verify that the proposal meets the minimum requirements and qualifications. Proposals that have not complied with requirements, do not meet minimum content and quality standards, or take unacceptable exceptions to the professional services agreement, may be eliminated from further

consideration at the discretion of the City. Proposals will be reviewed and evaluated by an evaluation committee comprised of City of Maywood personnel.

The City will be the sole and exclusive judge of quality and compliance with proposal specifications in any of the matters pertaining to this RFP. The City's final selection will not be dictated on any single factor or criteria including price. The City reserves the right to award the contract(s) in any manner it deems to be in the best interest of the City and make the selection based on its sole discretion, notwithstanding the criteria set forth herein, including negotiating with one or more of the Respondents for the same services.

City will evaluate the proposals provided in response to this RFP based on the following criteria:

1. The City will evaluate Respondents based on meeting all of the City's requirements and who offers the most advantageous combination of cost and high quality service. In addition to cost, however, the City will consider the quality of services proposed, the financial qualification of, and the work experience of the proposer in determining the best value to the City.
2. Other criteria shall include, but not be limited to:
 - a. Quality and completeness of proposal
 - b. Qualifications and experience of proposer, including experience and qualifications of key personnel and staff
 - c. Similar experience and expertise in the type of work required, with the City or with other public agencies
 - d. Demonstrated understanding of the scope of services requested as well as capacity of respondent
 - e. References
 - f. Financial stability of proposer
 - g. Cost to the City
 - h. Oral interviews, if applicable.
 - i. Any other factors determined by the City to be relevant to the performance of these services.

XIV. AUTHORITY TO WITHDRAW

The City of Maywood reserves the right to withdraw this Request for Proposals without prior notice. The City of Maywood makes no representation that any agreement will be awarded to any Respondent as a result of having responded to this request. All proposals submitted to the City of Maywood in response to this RFP shall become the property of the City and will not be returned.

XV. AWARD OF CONTRACT

Based on the outcome of the evaluation committee's evaluation of the proposals, a recommendation will be submitted to the City Council for consideration of award. An award of a contract occurs when the contract is approved by the Maywood City Council.

Selection of a respondent with whom the City enters into contract negotiations with or a recommendation of an award by the evaluation committee or any other party, does not constitute an award of a contract. The contract shall be in accordance with the attached Agreement.

XVI. ATTACHMENTS

Attachment 1. Form Professional Services Agreement

ATTACHMENT 1

Form Professional Services Agreement

**CITY OF MAYWOOD
PROFESSIONAL SERVICES AGREEMENT**

1. PARTIES AND DATE.

This Agreement is made and entered into this ___ day of _____, 2022 by and between the **City of Maywood**, a municipal organization organized under the laws of the State of California with its principal place of business at 4319 East Slauson Avenue, Maywood, California 90270 (“City”) and _____ with its principal place of business at _____. (“Consultant”). City and Consultant are sometimes individually referred to herein as “Party” and collectively as “Parties.”

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing Community Development Block Grant (CDBG) and Permanent Local Housing Allocation (PLHA) Administration Services to public clients, and is familiar with the plans of City.

2.2 Project.

City desires to engage Consultant to render such services for the CDBG and PLHA Administration Services Program, (“Project”) as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the CDBG and PLHA Administration Services for the Project (“Services”). The Services are more particularly described in Exhibit “A” attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from July 1, 2022 to June 30, 2023, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. Additionally, there shall be four (4) one-year options to renew the Agreement for FY 2023-2024, FY 2024-2025, FY 2025-2026, and FY 2026-2027 with the mutual written consent of both parties.

3.2 Responsibilities of Consultant.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing 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 shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of 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, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "A" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, City shall respond to Consultant's submittals in a timely manner. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City.

3.2.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the City. The key personnel for performance of this Agreement are as follows: _____.

3.2.5 City's Representative. The City hereby designates Jennifer Vasquez, City Manager, or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Contract. Consultant shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.2.6 Consultant's Representative. Consultant hereby designates, or his or her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, contractors and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-contractors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10 Insurance.

3.2.10.1 Time for Compliance. Consultant shall not commence Work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this section.

3.2.10.2 Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subcontractors. Consultant shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability*: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: \$1,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease.

3.2.10.3 Professional Liability. Consultant shall procure and maintain, and require its sub-contractors to procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$1,000,000 per claim, and shall be endorsed to include contractual liability.

3.2.10.4 Insurance Endorsements. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms supplied or approved by the City to add the following provisions to the insurance policies:

(A) General Liability. The general liability policy shall be endorsed to state that: (1) the City, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insured with respect to the Work or operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in

connection with such work; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(B) Automobile Liability. The automobile liability policy shall be endorsed to state that: (1) the City, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(C) Workers' Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

(D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its directors, officials, officers, employees, agents and volunteers.

3.2.10.5 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its directors, officials, officers, employees, agents and volunteers.

3.2.10.6 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. Consultant shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its directors, officials, officers, employees, agents and volunteers; or (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.2.10.7 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the City.

3.2.10.8 Verification of Coverage. Consultant shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the City if requested. All certificates and endorsements must be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.11 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.2.12 Water Quality Management and Compliance.

3.2.12.1 Water Quality Management and Compliance. Consultant shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Project or the Services including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); the City's ordinances regulating discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the State.

3.2.12.2 Liability for Non-compliance. Failure to comply with the laws, regulations and policies described in paragraph 3.2.12.1 is a violation of law that may subject Consultant or City to penalties, fines, or additional regulatory requirements. Consultant hereby agrees to indemnify, hold harmless and defend (with counsel selected by the City) City, its officers, agents and employees from and against any and all fines, penalties, claims or other regulatory requirements imposed as a result of Consultant's non-compliance with the laws, regulations and policies described in paragraph 3.2.12.1, unless such non-compliance is the result of the sole established negligence, willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers.

3.2.12.3 Training. In addition to the standard of care requirements set forth in paragraph 3.2.8, Consultant warrants that all employees and subcontractors shall have

sufficient skill and experience to perform the Services assigned to them without impacting water quality in violation of the laws, regulations and policies described in paragraph 3.2.12.1. Consultant further warrants that it, its employees and subcontractors will receive adequate training, as determined by City, regarding the requirements of the laws, regulations and policies described in paragraph 3.2.12.1 as they may relate to the Services provided under this Agreement. Upon request, City will provide Consultant with a list of training programs that meet the requirements of this paragraph.

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "B" attached hereto and incorporated herein by reference. The total compensation shall not exceed _____ dollars. (\$_____) without written approval of the City Council. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within thirty (30) days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City and based upon the approved rates of Los Angeles County Auditor-Controller.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

3.3.5 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 1600, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. Consultant shall defend, indemnify and hold

the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.3.6 Benefits. Consultant will not be eligible for any paid benefits for federal, social security, state workers' compensation, unemployment insurance, professional insurance, medical/dental, or fringe benefits offered to others by the City.

3.4 Accounting Records.

3.4.1 Maintenance and Inspection. Consultant shall maintain complete, accurate and clearly identifiable records with respect to all costs and expenses incurred under this Agreement. Consultant shall maintain all such records and make them accessible for audit or examination for a period of five (5) years after final payments are issued and other pending matters are closed. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of five (5) years from the date of final payment under this Agreement.

3.5 General Provisions.

3.5.1 Termination of Agreement.

3.5.1.1 Grounds for Termination. This Agreement, or any part thereof, may be terminated by mutual consent of the Parties in writing or by either Party upon thirty (30) days written notice and delivery by certified mail or by personal delivery. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause. City may terminate this Agreement, or any part thereof, without cause.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant:

City:

City of Maywood
4319 E. Slauson Avenue
Maywood, CA 90270
Attn: Jennifer Vasquez, City Manager

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.3 Ownership of Materials and Confidentiality.

3.5.3.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement (“Documents & Data”). Consultant shall require all subcontractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by the City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City’s sole risk.

3.5.3.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has

become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.5.4 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.5 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.5.6 Indemnification. Consultant shall defend, indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions or willful misconduct of Consultant, its officials, officers, employees, agents, contractors and contractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages and attorneys fees and other related costs and expenses. Consultants shall defend, at Consultant's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against City, its directors, officials, officers, employees, agents or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse City and its directors, officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials, officers, employees, agents or volunteers.

3.5.7 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

3.5.8 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Los Angeles County.

3.5.9 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.5.10 City's Right to Employ Other Consultant. City reserves right to employ other consultants in connection with this Project.

3.5.11 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.5.12 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.13 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subcontractors of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.5.14 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.15 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.5.16 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.17 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.18 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subcontractors to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.19 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.5.20 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.5.21 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.22 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.5.23 PERS Eligibility Indemnity. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System ("PERS") to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

3.6 Subcontracting.

3.6.1 Prior Approval Required. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.7 Conflicts of Interest.

3.7.1. Disclosure and Compliance. Consultant agrees that any conflict or potential conflict of interest shall be full disclosed prior to execution of contract and Consultant shall comply with all applicable federal, state and county laws and regulations governing conflict of interest in accordance with 24 CFR Part 84 Sec. 84.42.

3.8 Political Activity/Lobbying Certification.

3.8.1. Consultant may not conduct any activity, including any payment to any person, officer, or employee of any agency or member of Congress in connection with the awarding of any federal contract, grant, or loan, intended to influence legislation, administrative rule-making or the election of candidates for public office during time compensated for under representation that such activity is being performed as a part of the contract responsibility.

3.9 County Lobby Certification.

3.9.1. It is understood that each person/entity/firm who applies for a Community Development Commission contract, and as part of that process, shall certify that they are familiar with the requirements of the Los Angeles County Code Chapter 2.160, (Los Angeles County Ordinance 93-0031) and; that all persons/entity/firms acting on behalf of the above named firm have and will comply with the County Code, and; that any person/entity/firm who seeks a contract with the Los Angeles County Development Authority shall be disqualified there from and denied the contract and, shall be liable in civil action, if any lobbyist, lobbying firm, lobbyist employer or any other person or entity acting on behalf of the above named firm fails to comply with the provisions of the County Code.

4. Federal and County Contract Provisions

4.1 Equal Employment Opportunity: During the performance of this Agreement, the Consultant agrees as follows The Consultant will not discriminate against any employee or applicant for employment because of age, race, creed, sex, color or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their age, race, creed, sex color or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; rates of pay of other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this non-discrimination clause.

4.2 The Consultant will, in all solicitation of advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, sex or national origin.

4.3 The Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

4.4 The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965 and of the rules, regulations, and relevant orders of Secretary of Labor.

4.5 The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the CITY and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

4.6 In the event of the Consultant's non-compliance with the equal opportunity clauses of the Agreement or with any such rules, regulations or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

4.7 The Consultant will include the provisions of paragraphs (a) through (f) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the CITY may direct as a means of enforcing such provisions including sanctions for non-compliance; provided, however, that in the event the Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such directions by the CITY, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

5.0 Non-Discrimination.

5.1 Executive Order 11246. During the performance of this Agreement, Consultant agrees not to discriminate against any employee or applicant for employment because of race, religion, sex, color, or national origin. Consultant will take affirmative action to ensure

that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, or national origin. Such action shall include, but not limited to, the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by Consultant setting forth the provisions of this nondiscrimination clause.

5.2 Civil Rights Act of 1964. Title VI of the Civil Rights Act of 1964 provides that no person shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. Both Parties agree to abide by this provision of the Civil Rights Act in carrying out this Agreement.

5.3 Age Discrimination. The prohibition against discrimination on the basis of age under The Age Discrimination Act of 1975, or with respect to an otherwise qualified handicapped individual, as provided in Section 504 of the Rehabilitation Act of 1973, shall also apply to this Agreement.

5.4 Housing and Community Development. Section 109, Title I of the Housing and Community Development Act of 1974, provides that no person shall, on the ground race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Title.

6.0 Section 3 Requirements.

6.1 Low-Income Opportunities. Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701 et. Seq., requires that to the greatest extent feasible, opportunities for training and employment be given to lower-income residents of the project area and contracts for work in connection with the project be awarded to business concerns, which are located in, or owned in substantial part, by persons residing in the area of the project.

7.0 Other CDBG Requirements.

7.1 Consultant agrees to abide by all applicable federal laws and regulations applicable to projects involving CDBG funding.

8.0 Consultant's Warranty of Compliance with County's Defaulted Property Tax Reduction Program

8.1 Consultant acknowledges that the County has established a goal of ensuring that all individuals and businesses that benefit financially from the County through contract are current in paying their personal and real property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers. Unless the Consultant qualifies for an exemption or exclusion, the Consultant warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Contract will maintain compliance, with the County's Defaulted Tax Program, found at Los Angeles County Ordinance No. 2009-0026 and codified at Los Angeles County code, Chapter 2.206.

9.0 Consultant's Warranty of Compliance with County's Defaulted Property Tax Reduction Program

9.1 Consultant acknowledges that the County has established a goal of ensuring that all individuals and businesses that benefit financially from the County through contract are current in paying their personal and real property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers. Unless the Consultant for an exemption or exclusion, the Consultant warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Contract will maintain compliance, with the County's Defaulted Tax Program, found at Los Angeles County Ordinance No. 2009-0026 and codified at Los Angeles County Code, Chapter 2.206.

Failure of the Consultant to maintain compliance with the requirements set forth in the County Ordinance shall constitute default under this Agreement. Without limiting the rights and remedies available to the CITY under any other provision of this Agreement, failure of the Consultant to cure such default within ten (10) days of notice shall be grounds upon which the CITY may suspend or terminate this Agreement pursuant to the County's Defaulted Property Tax Reduction Program found at County Ordinance No. 2009-0026 and codified at County Code Chapter 2.206. Additionally, failure of the Consultant to comply with the provisions of the County Ordinance may prevent the Consultant from being awarded a new contract by the City.

10.0 Other CDBG Requirements.

10.1 Consultant agrees to abide by all applicable federal laws and regulations applicable to projects involving CDBG funding.

[Signatures on Next Page]

CITY OF MAYWOOD

[INSERT NAME OF CONSULTANT]

By: _____
Heber Marquez, Mayor

By: _____

Attest:

Shirley Quinones, Deputy City Clerk

Approved as to Form:

Roxanne Diaz, City Attorney

EXHIBIT “A”

SCOPE AND SCHEDULE OF SERVICES

SAMPLE

EXHIBIT “B”

COMPENSATION

SAMPLE

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 4.

DATE: April 13, 2022

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: OKAN DEMIRCI, CITY ENGINEER

SUBJECT: ACCEPTANCE OF CITYWIDE STREET NAME SIGN REPLACEMENT PROJECT COMPLETED BY STERND AHL ENTERPRISES, INC. AND RELATED ACTIONS

RECOMMENDATION:

It is recommended that the City Council:

1. Accept project completion for the Citywide Street Name Sign Replacement Project as performed by Sterndahl Enterprises, Inc. for a total amount of \$192,754.99;
2. Authorize the City Manager to file a project Notice of Completion with the County of Los Angeles Registrar- Recorder; and
3. Authorize the City Manager to release a retention payment of \$9,637.75 to Sterndahl Enterprises, Inc. within 35 days following recordation of the Notice of Completion.

BACKGROUND:

On June 24, 2020, the City Council awarded a public works contract totaling \$195,240 to Sterndahl Enterprises, Inc. for the Citywide Street Name Sign Replacement Project. On October 14, 2020, the City Council also authorized a contingency allowance of up to 10% of the awarded contract amount (\$19,524). Total established construction budget including contingency is \$214,764.

Construction activities were completed by the Contractor, and confirmed by the City Engineer. The work was completed well within the approved budget.

DISCUSSION:

The work included the removal and replacement of existing street name signs, existing posts, and City Welcome/Entry Signs. The project included the replacement of four city welcome signs, a combination of 262 signs and posts with signs, and 47 mast arm signs.

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:

There is no fiscal impact associated with this action as this project budget was approved at the June 9, 2021

City Council meeting for a total amount of \$240,000. The contract, including contingencies, was awarded for a total of \$214,764. The total project came in under budget by \$47,245.01.

ATTACHMENT(S)

1. Notice of Completion Citywide St Name Sign Replacement Project

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

CITY CLERK
CITY OF MAYWOOD
4319 E Slauson Ave
Maywood, CA 90270

Free recording requested per Gov't Code 27383

Space above this line for Recorder's use

NOTICE OF COMPLETION

Notice pursuant to Civil Code Section 9204, must be filed within 15 days after completion.

Notice is hereby given that:

1. The undersigned is owner and corporate officer of the owner of the interest or estate stated below in the property hereinafter described.
2. The full name of the owner is: City of Maywood
3. The full address of the owner is: 4319 E Slauson Ave, Maywood, CA 90270
4. The nature of the interest or estate of the owner is: In Fee
5. The full names and full addresses of all persons, if any, who hold this with the undersigned as joint tenants or as tenants in common are:

	NAMES	ADDRESSES
NONE		

6. The full names and full addresses of the predecessors in interest of the undersigned. IF the property was transferred subsequent to the commencement of the work or improvements herein referred to:

	NAMES	ADDRESSES
NONE		

7. A work of improvement on the property hereinafter described was completed on February 28, 2022.
The work was: Citywide Street Name Sign Replacement Project

8. The name of the contract, if any, for such work of improvement was
Sterndahl Enterprises, Inc. June 25, 2020
(IF NO CONTRACTOR FOR WORK OF IMPROVEMENT AS A WHOLE, INSERT 'NONE') (DATE OF CONTRACT)

9. The property on which the work of improvement was completed is in Maywood, County of Los Angeles, State of California, and is described as follows: City owned facility

10. The street address of the property is None
(IF NO STREET ADDRESS HAS BEEN OFFICIALY ASSIGNED, INSERT 'NONE')

Dated: _____
(NAME)

_____, City Manager
(SIGNATURE OF OWNER OR CORPORATE OFFICER OF OWNER NAMED IN PARAGRAPH 2 OR HIS AGENT)

VERIFICATION

I, the undersigned, say: I am the _____ of _____, the declarant of the foregoing notice of completion; I have read said notice of completion and know the content thereof; the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Executed on: _____, at _____
(CITY) (STATE)

(PERSONAL SIGNATURE OF THE INDIVIDUAL WHO IS SWEARING THAT THE CONTENTS OF THE NOTICE OF COMPLETION ARE TRUE.))

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 5.

DATE: April 13, 2022

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: OKAN DEMIRCI, CITY ENGINEER

SUBJECT: CONSIDERATION OF AWARD OF CONSTRUCTION CONTRACT TO CALIFORNIA WATERS DEVELOPMENT, INC. FOR AQUATIC CENTER POOL REPLASTERING PROJECT

RECOMMENDATION:

It is recommended that the City Council:

1. Award a Contract to California Waters Development, Inc. for the base bid amount plus additive alternate bid item 1 (more durable Quartz plaster finish) and additive alternate bid item 2 (floor tile installation) for the total amount of \$157,900 for Aquatic Center Pool Replastering Project and authorize the Mayor to execute the contract in a form approved by the City Attorney; and
2. Authorize use of \$91,059 of the State Parks Specific grant to cover the total project cost shortfall and
3. Authorize 10% of the awarded contract amount as contingency allowance to be used, if necessary, at the City Manager's discretion.

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 December 15, 2021, staff advertised Notice Inviting Bids (NIB) on the City's website in conformance with City of Maywood Municipal Code publication requirements for informal bidding requirements. Bids were due on January 19, 2022 at 10:00 AM.

DISCUSSION:

On January 19, 2022 at 10:00 AM, a total of three (3) bids were received as shown below:

Company Name	Base Bid Amount
California Waters Development, Inc.	\$139,000.00
Condor, Inc.	\$154,000.00
California Commercial Pools	\$261,000.00

Staff conducted a bid analysis and verified CA contractor's licensing, Department of Industrial Relations (DIR) registration, state and federal debarment files, and references for California Waters Development, Inc. Based on the bid analysis, California Waters Development, Inc. was found to be the lowest responsive bid.

As shown on the above bid tabulation, California Waters Development, Inc. submitted the lowest bid amount, based on the base bid schedule. According to the bid documents, the award of contract is based on the total base bid amount only. Staff also included two additive alternate bid items for additional scope of work. The City may add such additive alternate bid items at the sole and complete discretion of the City as part of the performance of the contract.

The additive alternate bid item 1 involves Quartz plaster finish instead of regular plaster finish. This revised finish is harder and lasts longer than regular pool plaster. Based on industry standards, a regular plaster finish would last approximately 10-12 years, and the Quartz plaster finish would last approximately 15-20 years, with proper maintenance. The apparent low bidder provided the lowest cost for this work at \$12,500.

The additive alternate bid item 2 involves installation of 16 new nonskid tiles on the pool floor around the pool inlet returns. Over years of use, there would be wear and tear around the pool inlet returns, and these floor tiles allows for a more durable finish in these areas. The cost for this work amongst three bidders varies from \$4,000 to \$8,000. The apparent low bidder's cost for this work is \$6,400.

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:

The total estimated project cost is \$191,059 of which \$100,000 has been budgeted for in the 2021/22 Capital Improvement Program and the remaining \$91,059 will come from the State Parks Specific grant. Project cost summary as follows:

Construction Budget - (Base Bid plus Additive Alternate 1 and 2)

Construction Contract	\$157,900.00
Contingency Budget allowance authorization to utilize for unforeseen conditions as necessary (10%)	\$15,790.00
Total Construction Budget	\$173,690.00
Construction management and inspection (10% of construction budget)	\$17,369.00
Project Total	\$191,059.00

ATTACHMENT(S)

1. Agreement with California Waters
2. California Waters Bid

**Attachment No. 1 –
Agreement with California Waters Development, Inc.**

CONTRACT

CITY OF MAYWOOD CONTRACT FOR AQUATIC CENTER POOL REPLASTERING PROJECT

THIS CONTRACT ("Contract") is made and entered this April 13, 2022 ("Effective Date"), by and between the CITY OF MAYWOOD, a California municipal corporation ("City") and California Waters Development, Inc., dba California Waters, a California Corporation ("Contractor"). Contractor's California State Contractor's license number is 958960; Class A and C-53). Contractor's DIR registration number is 1000001472.

In consideration of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

1. Contract Documents. The Contract Documents consist of this Contract, the Notice Inviting Bids, Instructions to Bidders, Bid (including documentation accompanying the Bid and any post-Bid documentation submitted before the Notice of Award), the Bonds, permits from regulatory agencies with jurisdiction, General Provisions, Special Provisions, Plans, Standard Plans, Standard Specifications, Reference Specifications, Addenda, Change Orders, and Supplemental Agreements. The Contract Documents are attached hereto and incorporated herein by reference.
2. Scope of Services. Contractor shall perform the Work in a good and workmanlike manner for the project identified as Aquatic Center Pool Replastering Project ("Project"), as described in this Contract and in the Contract Documents.
3. Compensation. In consideration of the services rendered hereunder, City shall pay Contractor a not to exceed amount of _____ dollars (\$ _____) in accordance with the prices as submitted in the Bid.
4. Incorporation by Reference. All of the following documents are attached hereto and incorporated herein by this reference: Workers' Compensation Certificate of Insurance, Additional Insured Endorsement (Comprehensive General Liability), Additional Insured Endorsement (Automobile Liability), and Additional Insured Endorsement (Excess Liability).
5. Antitrust Claims. In entering into this Contract, Contractor offers and agrees to assign to City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. § 15) or under the Cartwright Act (Business and Professions Code Section 16700 *et seq.*) arising from purchases of goods, services, or materials pursuant to the Contract. This assignment shall be made and become effective at the time City tenders final payment to Contractor without further acknowledgment by the parties.
6. Prevailing Wages. City and Contractor acknowledge that the Project is a public work to which prevailing wages apply.
7. Workers' Compensation. Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of Labor Code Section 1861, by signing this Contract, the Contractor 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.”

8. Titles. The titles used in this Contract are for convenience only and shall in no way define, limit or describe the scope or intent of this Contract or any part of it.

9. Authority. Any person executing this Contract on behalf of Contractor warrants and represents that he or she has the authority to execute this Contract on behalf of Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

10. Entire Agreement. This Contract, including the Contract Documents and any other documents incorporated herein by specific reference, represents the entire and integrated agreement between City and Contractor. This Contract supersedes all prior oral or written negotiations, representations or agreements. This Contract may not be modified or amended, nor any provision or breach waived, except in a writing signed by both parties that expressly refers to this Contract.

11. Counterparts. This Contract may be executed in counterpart originals, duplicate originals, or both, each of which is deemed to be an original for all purposes.

IN WITNESS WHEREOF, the parties hereto have executed the Contract the day and year first above written.

CITY OF MAYWOOD

By: _____
Heber Marquez, Mayor

ATTEST:

APPROVED AS TO FORM:

By: _____
Shirley Quiñones, Deputy City Clerk

By: _____
Roxanne Diaz, City Attorney

Dated: _____

("CONTRACTOR")

By: _____

By: _____

Bond No. _____

**PAYMENT BOND
(LABOR AND MATERIALS)**

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Maywood ("City"), State of California, has awarded to _____

____ (“Principal”)

(Name and address of Contractor)

a contract (the "Contract") for the Work described as follows:

AQUATIC CENTER POOL REPLASTERING PROJECT

(Project name)

WHEREAS, under the terms of the Contract, the Principal is required before entering upon the performance of the Work, to file a good and sufficient payment Bond with the City to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code.

NOW, THEREFORE, we, the undersigned Principal, and _____

(Name and address of Surety)

(“Surety”) a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the City and all contractors, subcontractors, laborers, material suppliers, and other persons employed in the performance of the Contract and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the penal sum of _____

Dollars (\$ _____), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this Work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this Bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by City in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this Bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this Bond.

Upon expiration of the time within which the California Labor Commissioner may serve a civil wage and penalty assessment against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1741, and upon expiration of the time within which a joint labor management committee may commence an action against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1771.2, if the condition of this Bond be fully performed, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or the Specifications accompanying the same shall in any manner affect its obligations on this Bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

“Principal”

“Surety”

By: _____
Its

By: _____
Its

By: _____
Its

By: _____
Its

(Seal)

(Seal)

*Note: This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. **DATE OF BOND MUST NOT BE BEFORE DATE OF CONTRACT.** Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.*

Bond No. _____

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Maywood ("City"), has awarded to _____

____ (“Principal”)

(Name and address of Contractor)

a contract (the "Contract") for the Work described as follows:

AQUATIC CENTER POOL REPLASTERING PROJECT

(Project name)

WHEREAS, Principal is required under the terms of the Contract to furnish a Bond for the faithful performance of the Contract.

NOW, THEREFORE, we, the undersigned Principal, and _____

(Name and address of Surety)

(“Surety”) a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the City in the penal sum of _____

Dollars (\$ _____), this amount being not less than the total Contract Price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors executors and administrators, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal, his, her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the Contract and any alteration thereof made as therein provided, on the Principal's part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered. Surety hereby waives any statute of limitations as it applies to an action on this Bond.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or of the Work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations under this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the specifications. Surety hereby waives the provisions of California

Civil Code Sections 2845 and 2849. The City is the principal beneficiary of this Bond and has all rights of a party hereto.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

“Principal”

“Surety”

By: _____
Its

By: _____
Its

By: _____
Its

By: _____
Its

(Seal)

(Seal)

*Note: This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. **DATE OF BOND MUST NOT BE BEFORE DATE OF CONTRACT.** Surety companies executing Bonds must appear on the Treasury Department’s most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.*

**WORKERS' COMPENSATION
CERTIFICATE OF INSURANCE**

WHEREAS, the City of Maywood ("City") has required certain insurance to be provided by:

NOW THEREFORE, the undersigned insurance company does hereby certify that it has issued the policy or policies described below to the following named insureds and that the same are in force at this time:

1. This certificate is issued to:

City of Maywood
City Hall

_____, California _____

The insureds under such policy or policies are:

-
2. Workers' Compensation Policy or Policies in a form approved by the Insurance Commissioner of California covering all operations of the named insureds as follows:

<u>Policy Number</u>	<u>Effective Date</u>	<u>Expiration Date</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

By: _____
Its Authorized Representative

**ADDITIONAL INSURED ENDORSEMENT
COMPREHENSIVE GENERAL LIABILITY**

Name and address of named insured ("Named Insured"):

Name and address of insurance company ("Company"):

General description of agreement(s), permit(s), license(s), and/or activity(ies) insured:

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached (the "Policy") or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The City of Maywood ("City"), its elected officials, officers, attorneys, agents, employees, and volunteers are additional insureds (the above named additional insureds are hereafter referred to as the "Additional Insureds") under the Policy in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured. The Additional Insureds have no liability for the payment of any premiums or assessments under the Policy.

2. The insurance coverages afforded the Additional Insureds under the Policy shall be primary insurance, and no other insurance maintained by the Additional Insureds shall be called upon to contribute with the insurance coverages provided by the Policy.

3. Each insurance coverage under the Policy shall apply separately to each Additional Insured against whom claim is made or suit is brought except with respect to the limits of the Company's liability.

4. Nothing in this contract of insurance shall be construed to preclude coverage of a claim by one insured under the policy against another insured under the policy. All such claims shall be covered as third-party claims, i.e., in the same manner as if separate policies had been issued to each insured. Nothing contained in this provision shall operate to increase or replicate the Company's limits of liability as provided under the policy.

5. The insurance afforded by the Policy for contractual liability insurance (subject to the terms, conditions and exclusions applicable to such insurance) includes liability assumed by the Named Insured under the indemnification and/or hold harmless provision(s) contained in or executed in conjunction with the written agreement(s) or permit(s) designated above, between the Named Insured and the Additional Insureds.

6. The policy to which this endorsement is attached shall not be subject to cancellation, change in coverage, reduction of limits (except as the result of the payment of claims), or non-renewal except after written notice to City, by certified mail, return receipt requested, not less than thirty (30) Days before the effective date thereof. In the event of Company's failure to comply with this notice provision, the policy as initially drafted will continue in full force and effect until compliance with this notice requirement.

7. Company hereby waives all rights of subrogation and contribution against the Additional Insureds, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured regardless of any prior, concurrent, or subsequent active or passive negligence by the Additional Insureds.

8. It is hereby agreed that the laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of this contract of insurance.

9. This endorsement and all notices given hereunder shall be sent to City at:

City Manager
City of Maywood
City Hall

_____, California _____

10. Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

TYPE OF COVERAGES TO WHICH THIS ENDORSEMENT ATTACHES	POLICY PERIOD FROM/TO	LIMITS OF LIABILITY
_____	_____	_____
_____	_____	_____
_____	_____	_____

11. Scheduled items or locations are to be identified on an attached sheet. The following inclusions relate to the above coverages. Includes:

- | | |
|--|--|
| ☐ Contractual Liability | ☐ Explosion Hazard |
| ☐ Owners/Landlords/Tenants | ☐ Collapse Hazard |
| ☐ Manufacturers/Contractors | ☐ Underground Property Damage |
| ☐ Products/Completed Operations | ☐ Pollution Liability |
| ☐ Broad Form Property Damage | ☐ Liquor Liability |
| ☐ Extended Bodily Injury | ☐ _____ |
| ☐ Broad Form Comprehensive | ☐ _____ |
| ☐ General Liability Endorsement | ☐ _____ |

12. A ☐ deductible or ☐ self-insured retention (*check one*) of \$ _____ applies to all coverage(s) except: _____ *if none, so state*). The deductible is applicable ☐ per claim or ☐ per occurrence (*check one*).

13. This is an ☐ occurrence or ☐ claims made policy (*check one*).

14. This endorsement is effective on _____ at 12:01 a.m. and forms a part of Policy Number _____.

I, _____ (*print name*), hereby declare under penalty of perjury under the laws of the State of California, that I have the authority to bind the Company to this endorsement and that by my execution hereof, I do so bind the Company.

Executed _____, 20____

Telephone No.: (____) _____

Signature of Authorized Representative
(*Original signature only; no facsimile signature
or initialed signature accepted*)

**ADDITIONAL INSURED ENDORSEMENT
AUTOMOBILE LIABILITY**

Name and address of named insured ("Named Insured"):

Name and address of insurance company ("Company"):

General description of agreement(s), permit(s), license(s), and/or activity(ies) insured:

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached (the "Policy") or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The City of Maywood ("City"), its elected officials, officers, attorneys, agents, employees, and volunteers are additional insureds (the above named additional insureds are hereafter referred to as the "Additional Insureds") under the Policy in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured. The Additional Insureds have no liability for the payment of any premiums or assessments under the Policy.

2. The insurance coverages afforded the Additional Insureds under the Policy shall be primary insurance, and no other insurance maintained by the Additional Insureds shall be called upon to contribute with the insurance coverages provided by the Policy.

3. Each insurance coverage under the Policy shall apply separately to each Additional Insured against whom claim is made or suit is brought except with respect to the limits of the Company's liability.

4. Nothing in this contract of insurance shall be construed to preclude coverage of a claim by one insured under the policy against another insured under the policy. All such claims shall be covered as third-party claims, i.e., in the same manner as if separate policies had been issued to each insured. Nothing contained in this provision shall operate to increase or replicate the Company's limits of liability as provided under the policy.

5. The insurance afforded by the Policy for contractual liability insurance (subject to the terms, conditions and exclusions applicable to such insurance) includes liability assumed by the Named Insured under the indemnification and/or hold harmless provision(s) contained or executed in conjunction with the written agreement(s) or permit(s) designated above, between the Named Insured and the Additional Insureds.

6. The policy to which this endorsement is attached shall not be subject to cancellation, change in coverage, reduction of limits (except as the result of the payment of claims), or non-renewal except after written notice to City, by certified mail, return receipt requested, not less than thirty (30) Days before the effective date thereto. In the event of Company's failure to comply with this notice provision, the policy as initially drafted will continue in full force and effect until compliance with this notice requirement.

7. Company hereby waives all rights of subrogation and contribution against the Additional Insureds, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured regardless of any prior, concurrent, or subsequent active or passive negligence by the Additional Insureds.

8. It is hereby agreed that the laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of this contract of insurance.

9. This endorsement and all notices given hereunder shall be sent to City at:

City Manager
City of Maywood
City Hall

_____, California _____

10. Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

TYPE OF COVERAGES TO WHICH THIS ENDORSEMENT ATTACHES	POLICY PERIOD FROM/TO	LIMITS OF LIABILITY
_____	_____	_____
_____	_____	_____
_____	_____	_____

11. Scheduled items or locations are to be identified on an attached sheet. The following inclusions relate to the above coverages. Includes:

- | | |
|--|--|
| ☐ Any Automobiles | ☐ Truckers Coverage |
| ☐ All Owned Automobiles | ☐ Motor Carrier Act |
| ☐ Non-owned Automobiles | ☐ Bus Regulatory Reform Act |
| ☐ Hired Automobiles | ☐ Public Livery Coverage |
| ☐ Scheduled Automobiles | ☐ _____ |
| ☐ Garage Coverage | ☐ _____ |

12. A ☐ deductible or ☐ self-insured retention (check one) of \$_____ applies to all coverage(s) except: _____ (if none, so state). The deductible is applicable ☐ per claim or ☐ per occurrence (check one).

13. This is an ☐ occurrence or ☐ claims made policy (check one).

14. This endorsement is effective on _____ at 12:01 a.m. and forms a part of Policy Number _____.

I, _____ (print name), hereby declare under penalty of perjury under the laws of the State of California, that I have the authority to bind the Company to this endorsement and that by my execution hereof, I do so bind the Company.

Executed _____, 20____

Telephone No.: (_____) _____

Signature of Authorized Representative
(Original signature only; no facsimile signature
or initialed signature accepted)

**ADDITIONAL INSURED ENDORSEMENT
EXCESS LIABILITY**

Name and address of named insured ("Named Insured"):

Name and address of insurance company ("Company"):

General description of agreement(s), permit(s), license(s), and/or activity(ies) insured:

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached (the "Policy") or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The City of Maywood ("City"), its elected officials, officers, attorneys, agents, employees, and volunteers are additional insureds (the above named additional insureds are hereafter referred to as the "Additional Insureds") under the Policy in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured. The Additional Insureds have no liability for the payment of any premiums or assessments under the Policy.

2. The insurance coverages afforded the Additional Insureds under the Policy shall be primary insurance, and no other insurance maintained by the Additional Insureds shall be called upon to contribute with the insurance coverages provided by the Policy.

3. Each insurance coverage under the Policy shall apply separately to each Additional Insured against whom claim is made or suit is brought, except with respect to the limits of the Company's liability.

4. Nothing in this contract of insurance shall be construed to preclude coverage of a claim by one insured under the policy against another insured under the policy. All such claims shall be covered as third-party claims, i.e., in the same manner as if separate policies had been issued to each insured. Nothing contained in this provision shall operate to increase or replicate the Company's limits of liability as provided under the policy.

5. The insurance afforded by the Policy for contractual liability insurance (subject to the terms, conditions and exclusions applicable to such insurance) includes liability assumed by the Named Insured under the indemnification and/or hold harmless provision(s) contained in or executed in conjunction with the written agreement(s) or permit(s) designated above, between the Named Insured and the Additional Insureds.

6. The policy to which this endorsement is attached shall not be subject to cancellation, change in coverage, reduction of limits (except as the result of the payment of claims), or non-renewal except after written notice to City, by certified mail, return receipt requested, not less than thirty (30) Days before the effective date thereto. In the event of Company's failure to comply with this notice provision, the policy as initially drafted will continue in full force and effect until compliance with this notice requirement.

7. Company hereby waives all rights of subrogation and contribution against the Additional Insureds, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured regardless of any prior, concurrent, or subsequent active or passive negligence by the Additional Insureds.

8. It is hereby agreed that the laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of this contract of insurance.

9. This endorsement and all notices given hereunder shall be sent to City at:

City Manager
City of Maywood
City Hall

_____, California _____

10. Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

<u>TYPE OF COVERAGES TO WHICH THIS ENDORSEMENT ATTACHES</u>	<u>POLICY PERIOD FROM/TO</u>	<u>LIMITS OF LIABILITY</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

- ☐ Following Form
☐ Umbrella Liability

☐ _____

11. Applicable underlying coverages:

<u>INSURANCE COMPANY</u>	<u>POLICY NUMBER</u>	<u>AMOUNT</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

12. The following inclusions, exclusions, extensions or specific provisions relate to the above coverages:

13. A ☐ deductible or ☐ self-insured retention (*check one*) of \$ _____
_____ applies to all coverage(s) except: _____
_____ (*if none, so state*). The deductible is applicable ☐ per claim or ☐ per occurrence
(*check one*).

14. This is an ☐ occurrence or ☐ claims made policy (*check one*).

15. This endorsement is effective on _____ at 12:01 a.m. and forms a part of Policy
Number _____.

I, _____ (*print name*), hereby declare under penalty of perjury under the laws of the State of California, that I have the authority to bind the Company to this endorsement and that by my execution hereof, I do so bind the Company.

Executed _____, 20____

Telephone No.: (____) _____

Signature of Authorized Representative
(*Original signature only; no facsimile signature
or initialed signature accepted*)

**Attachment No. 2 –
California Waters Development, Inc. Bid**

BID

**CITY OF MAYWOOD
AQUATIC CENTER POOL REPLASTERING PROJECT
CITY PROJECT ID: 6302**

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF MAYWOOD:

The undersigned, as Bidder, declares that: (1) this Bid is made without collusion with any other person and that the only persons or parties interested as principals are those named herein; (2) the undersigned has carefully examined the Contract Documents (including all Addenda) and the Project site; and (3) the undersigned has investigated and is satisfied as to the conditions to be encountered, the character, quality and quantities of Work to be performed, and the materials to be furnished. Furthermore, the undersigned agrees that submission of this Bid shall be conclusive evidence that such examination and investigation have been made and agrees, in the event the Contract be awarded to it, to execute the Contract with the City of Maywood to perform the Project in accordance with the Contract Documents in the time and manner therein prescribed, and to furnish or provide all materials, labor, tools, equipment, apparatus and other means necessary so to do, except as may otherwise be furnished or provided under the terms of the Contract Documents, for the following stated unit prices or lump-sum price as submitted on the Bid herein.

Bidder acknowledges receipt of all addenda, as follows:

Addendum No. <u>1</u>	Date: <u>1/3/2022</u>
Addendum No. <u>2</u>	Date: <u>1/6/2022</u>
Addendum No. _____	Date: _____
Addendum No. _____	Date: _____

The undersigned submits as part of this Bid a completed copy of its Industrial Safety Record. This Safety Record includes all construction Work undertaken in California by the undersigned and any partnership, joint venture or corporation that any principal of the undersigned participated in as a principal or owner for the last five (5) calendar years and the current calendar year before the date of Bid submittal. Separate information is being submitted for each such partnership, joint venture, or corporate or individual Bidder. The undersigned may attach any additional information or explanation of data that it would like to be taken into consideration in evaluating the Safety Record. An explanation of the circumstances surrounding any and all fatalities is attached.

Accompanying this Bid is cash, a cashier's check, a certified check or a Bid Bond in an amount equal to at least ten percent (10%) of the total aggregate Bid price based on the quantities shown and the unit prices quoted. The undersigned further agrees that, should it be awarded the Contract and thereafter fail or refuse to execute the Contract and provide the required evidence of insurance and Bonds within fifteen (15) Days after delivery of the Contract to the undersigned, then the cash, check or Bid Bond shall be forfeited to the City to the extent permitted by law.

The undersigned certifies to have a minimum of three (3) consecutive years of current experience in the type of Work related to the Project and that this experience is in actual operation of the firm

BID

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BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "BID"

with permanent employees performing a part of the Work as distinct from a firm operating entirely by subcontracting all phases of the Work. The undersigned also certifies to be properly licensed by the State as a contractor to perform this type of Work. The undersigned possesses California Contractor's License Number 958960, Class A, C-53, which expires on 3/31/2023.

Bidder's Name: California Waters Development Inc, dba California Waters

Signature:  Mark Pitman Title: President Date: 1/18/2022

Signature: _____ Title: _____ Date: _____

CITY OF MAYWOOD

BID SHEETS FOR

**AQUATIC CENTER POOL REPLASTERING PROJECT
CITY PROJECT ID: 6302 [PROJECT]**

Bidder's Name: California Waters Development Inc, dba California Waters

To the Honorable Mayor and Members of the City Council:

In compliance with the Notice Inviting Bids, the undersigned hereby agrees to execute the Contract to furnish all labor, materials, equipment and supplies for the Project in accordance with the Contract Documents to the satisfaction and under the direction of the City Engineer, at the following prices:

BASE BID SCHEDULE:

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICES	EXTENDED AMOUNT
1.	Replaster Aquatic Center Pool. Work includes: • Prepare plans and any other required documents to obtain Los Angeles Department of Health permit • Dechlorinate the pool water • Provide the pumps to drain the pool to the sewer manhole as shown on the project aerial outside the facility. The drain location (existing sewer manhole) is located northeast of the pole facility outside the pool fence. Contractor shall provide temporary construction fencing to protect the drain site, or provide security guard during this process as part of the bid. Alternatively, water can be drained to the existing backwash system drain. • Under cut around all racing lines, racing targets (at the end of the pool), and under the water line tile • Remove all existing plaster • Remove all spoils from the site • Install new "trim" tiles on the stairs entering the pool • Install commercial white plaster with Azteca hardener (or City approved equal) per manufacturer recommendation • Fill the pool and start up the equipment (Water will be provided from facility) • Chemical treatment and water balancing to ensure the plaster cures properly and maximizes its life • Perform the 14 days of startup service to brush the pool at least once daily also to ensure the plaster cures properly and maximizes its life	1	LS	\$ 139,000	\$ 139,000
TOTAL BASE BID AMOUNT IN NUMBERS					\$ 139,000

BID

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BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "BID"

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICES	EXTENDED AMOUNT
TOTAL BASE BID AMOUNT IN WORDS _____					
One hundred thirty-nine thousand dollars					

ADDITIVE OR DEDUCTIVE ALTERNATE BID SCHEDULE:

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICES	EXTENDED AMOUNT
1.	Use a Quartz Finish instead of the normal pool plaster. This finish is harder and lasts longer than normal pool plaster. This additive bid item shall only include the cost difference between normal plaster from the base bid schedule and quartz finish on this bid item.	1	LS	\$ 12,500	\$ 12,500
2.	Install 16 ea 24" X 24" nonskid tiles on the pool floor around each of the pool floor inlet returns. This allows for a more durable finish in these areas. This is where the pool water is returned after heating and chemically treating it so there is more wear and tear on the plaster.	16	EA	\$ 400	\$ 6,400
TOTAL ADDITIVE OR DEDUCTIVE ALTERNATE BID AMOUNT IN NUMBERS					\$ 18,900
TOTAL ADDITIVE OR DEDUCTIVE ALTERNATE BID AMOUNT IN WORDS _____					
Eighteen thousand nine hundred dollars					

The award of Contract shall be based on the TOTAL BASE BID AMOUNT. The ADDITIVE OR DEDUCTIVE ALTERNATE BID ITEMS shown per the ADDITIVE OR DEDUCTIVE ALTERNATE BID SCHEDULE above will not be taken into account in determining the lowest responsive bid. City may add bid items from the ADDITIVE OR DEDUCTIVE ALTERNATE BID SCHEDULE at the sole and complete discretion of the City as part of the performance of the contract.

BID

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BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "BID"

In the case of discrepancies in the amount of bid, unit prices shall govern over extended amounts, and words shall govern over figures.	
Full compensation for the items listed to the right as Items A, B, C, D and E are considered as inclusive in each Bid Item listed above in the Bid Schedule as applicable, and no additional and/or separate compensation will be allowed.	A. Mobilization / Demobilization
	B. Traffic Control
	C. NPDES, WVECP, and Best Management Practices (BMPs), Public Convenience and Safety
	D. Construction Staking by Land Surveyor
	E. Clearing and Grubbing
The bid prices shall include any and all costs, including labor, materials, appurtenant expenses, taxes, royalties and any and all other incidental costs to complete the project, in compliance with the Bid and Contract Documents and all applicable codes and standards.	
The City reserves the right to add, delete, increase or decrease the amount of any quantity shown and to delete any item from the contract and pay the contractor at the bid unit prices so long as the total amount of change does not exceed 25% (plus or minus) of the total bid amount for the entire project. If the change exceeds 25%, a change order may be negotiated to adjust unit bid prices.	
All other work items not specifically listed in the bid schedule, but necessary to complete the work per bid and contract documents and all applicable codes and standards are assumed to be included in the bid prices.	
A bid is required for the entire work, that the quantities set forth in the Bid Schedule are to calculate total bid amount, and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed.	

Note: Items may be adjusted or deleted. Therefore, regardless of total actual volume (percentage) compared to estimated quantities, the unit prices provided above by the Bidder shall be applied to the final quantity when payment is calculated for these items. No adjustment in the unit prices will be allowed. The City reserves the right to not use any of the estimated quantities; and if this right is exercised, the Contractor will not be entitled to any additional compensation. Cost of all export of material shall be included in the above unit costs; no additional compensation will be granted for such expenses.

TOTAL BID PRICE IN DIGITS: \$ 157,900

TOTAL BID PRICE IN WORDS: One hundred fifty seven thousand nine hundred dollars

Signature:  Mark Pitman Title: President Date: 1/18/2022

Signature: _____ Title: _____ Date: _____

QUESTIONNAIRE FORM

Fill out all of the following information. Attach additional sheets if necessary.

- (1) Bidder's Name: California Waters Development Inc, dba California Waters
- (2) If the Bidder's name is a fictitious name, who or what is the full name of the registered owner? If the Bidder's name is not a fictitious name, write "N/A" in the response to this question. If you are doing business under a fictitious name, provide a copy of the filed valid Fictitious Business Name Statement.
- (3) Business Address: 23311 E La Palma Ave Yorba Linda, CA 92887
- (4) Telephone: 949-528-0900 Facsimile: 949-528-0910
- (5) Type of Firm – Individual, Partnership, LLC or Corporation: Corporation
- (6) Corporation organized under the laws of the State of: California
- (7) California State Contractor's License Number and Class: 958960
Original Date Issued: 3/18/2011 Expiration Date: 3/31/2023
- (8) DIR Contractor Registration Number: 1000001472
- (9) List the name and title of the person(s) who inspected the Project site for your firm:
Mark Pitman, President; Leanne Harvey, Director of Business Development
- (10) The Bidder declares that he/she has carefully read and examined the plans, specifications, bid documents, and he/she has made a personal examination of the site (indicate name of the person, representing the bidder, who inspected the site and date below) and that he/she understands the exact scope of the Project WITHOUT QUESTION.
Name of Person who inspected the site: Mark Pitman
Date of Inspection: 12/30/2021
- (11) Number of years' experience the company has as a contractor in construction work: 10
- (12) List the names, titles, addresses and telephone numbers of all individuals, firm members, partners, joint venturers, and company or corporate officers having a principal interest in this Bid:

Mark Pitman, President 23311 E La Palma Ave Yorba Linda, CA 92887 949-528-0900
Jeffrey Barman, Secretary 23311 E La Palma Ave Yorba Linda, CA 92887 949-528-0900
- (13) List all current and prior D.B.A.'s, aliases, and fictitious business names for any principal having interest in this Bid:
California Waters

- (14) List the dates of any voluntary or involuntary bankruptcy judgments against any principal having an interest in this Bid: N/A

- (15) For all arbitrations, lawsuits, settlements and the like (in or out of court) that the company or any principal having an interest in this Bid has been involved with in the past five (5) years:

- a. List the names, addresses and telephone numbers of contact persons for the parties:

N/A

- b. Briefly summarize the parties' claims and defenses:

N/A

- c. State the tribunal (e.g., Superior Court, American Arbitration Association, etc.), the matter number, and the outcome:

N/A

- (16) Has the company or any principal having an interest in this Bid ever had a contract terminated by the owner or agency? If yes, explain.

No

- (17) Has the company or any principal having an interest in this Bid ever failed to complete a project? If yes, explain.

No

- (18) Has the company or any principal having an interest in this Bid ever been terminated for cause, even if it was converted to a "termination of convenience"? If yes, explain.

No

- (19) For projects that the company or any principal having an interest in this Bid has been involved with in the last five (5) years, did you have any claims or actions:

- a. By you against the owner? Circle one: Yes ☐ No ☒
- b. By the owner against you? Circle one: Yes ☐ No ☒
- c. By any outside agency or individual for labor compliance?
Circle one: Yes ☐ No ☒
- d. By Subcontractors? Circle one: Yes ☐ No ☒
- e. Are any of these claims or actions unresolved or outstanding?
Circle one: Yes ☐ No ☒

If your answer is "yes" to any part or parts of this question, explain.

- (20) List the last three (3) projects you have worked on or are currently working on for the City of Maywood:

None

Upon request of the City, the Bidder shall furnish evidence showing a notarized financial statement, financial data, construction experience, or other additional information.

Failure to provide truthful answers to the questions above or in the following References Form may result in the Bid being deemed non-responsive.

The Bidder certifies under penalty of perjury under the laws of the State of California that the information provided above is true and correct.

Company

Signature:  Mark Pitman

Title: President

Date: 1/18/2022

Signature: _____

Title: _____

Date: _____

REFERENCES FORM

For all public agency projects in excess of \$15,000 that you are currently working on or have worked on in the past two (2) years, provide the following information:

Project 1 Name/Number Canyon High School Renovation
Project Description Replaster of pool
Approximate Construction Dates From: March 2021 To: May 2021
Agency Name: Orange Unified School District
Contact Person: Kathleen Arciniega **Telephone:** 714-628-4400
Address: 220 S Imperial Hwy, Anahiem, CA 92807
Original Contract Amount: \$ 251,147 **Final Contract Amount:** \$ 264,392
If final amount is different from original amount, please explain (change orders, extra work, etc.).
Increased scope of of work, from original bid proposal

Did you or any Subcontractor, file any claims against the Agency?

Circle one: Yes ☒ No

Did the Agency file any claims against you? Circle one: Yes ☐ No ☒

If you answered yes to either of the above two questions, please explain and indicate outcome of claims.

Project 2 Name/Number UCLA University Village Pool Resurfacing
Project Description Replaster and tile of pool and spa
Approximate Construction Date From: May 2021 To: July 2021
Agency Name: UCLA Capital Programs
Contact Person: Brian Willems **Telephone:** 310-794-5689
Address: 3200 Sawtelle Blvd, Los Angeles CA 90066
Original Contract Amount: \$ 118,334 **Final Contract Amount:** \$ 118,895

BID

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BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "BID"

If final amount is different from original amount, please explain (change orders, extra work, etc.).

Expedited items to accelerate completion time

Did you or any Subcontractor, file any claims against the Agency?

Circle one: Yes

☒ No

Did the Agency file any claims against you? Circle one: Yes

☒ No

If you answered yes to either of the above two questions, please explain and indicate outcome of claims.

Project 3 Name/Number Doris Davies Park Pool Renovation

Project Description Replacement of pool deck

Approximate Construction Dates From: April 2021 To: May 2021

Agency Name: City of Victorville

Contact Person: Eddie Gleason Telephone: 760-955-5257

Address: 16451 Pebble Beach Dr, Victorville, CA 92395

Original Contract Amount: \$ 157,564 Final Contract Amount: \$ 160,171

If final amount is different from original amount, please explain (change orders, extra work, etc.).

Additional scope required to complete project not outlined in bid documents

Did you or any Subcontractor, file any claims against the Agency?

Circle one: Yes

☒ No

Did the Agency file any claims against you? Circle one: Yes

☒ No

If you answered yes to either of the above two questions, please explain and indicate outcome of claims.

Project 4 Name/Number Martin Luther King High School Pool Improvements

Project Description Replaster and tile pool and replacement of pool deck

Approximate Construction Dates From: June 2021 To: August 2021

Agency Name: Riverside Unified School District

Contact Person: Chenchira Jane Jumnongsilp Telephone: 951-352-6729 x82601

Address: 9301 Wood Rd, Riverside, CA 92508

Original Contract Amount: \$ 581,725 **Final Contract Amount:** \$ 609,243

If final amount is different from original amount, please explain (change orders, extra work, etc.).
Increase in scope from project proposal and site conditions not shown on plans at time
of bidding

Did you or any Subcontractor, file any claims against the Agency?

Circle one: Yes ☐ No ☒

Did the Agency file any claims against you? Circle one: Yes ☐ No ☒

If you answered yes to either of the above two questions, please explain and indicate outcome of claims.

Project 5 Name/Number Anthony Munoz Recreation Park

Project Description Construction of new 25 yard rim flow recreation pool

Approximate Construction Dates From: May 2020 To: October 2021

Agency Name: City of Ontario

Contact Person: Tom Hanrahan / Hamel Telephone: 951-445-3178
Construction

Address: 1240 W 4th St, Ontario, CA 91762

Original Contract Amount: \$ 658,150 **Final Contract Amount:** \$ 640,750

If final amount is different from original amount, please explain (change orders, extra work, etc.).
Reduction in scope of work by general contractor

Did you or any Subcontractor, file any claims against the Agency?

Circle one: Yes

☒ No

Did the Agency file any claims against you? Circle one: Yes

☒ No

If you answered yes to either of the above two questions, please explain and indicate outcome of claims.

Project 6 Name/Number Estancia High School Pool

Project Description Construction of new 12,600 SF competition pool and pool deck

Approximate Construction Dates From: May 2019 To: February 2020

Agency Name: Newport Mesa Unified School District

Contact Person: Ara Zareczny Telephone: 949-558-6529

Address: 2323 Placentia Ave, Costa Mesa, CA 92627

Original Contract Amount: \$ 5,686,743 Final Contract Amount: \$ 5,849,070

If final amount is different from original amount, please explain (change orders, extra work, etc.).

Change orders resulting from expansion of scope from original bid

Did you or any Subcontractor, file any claims against the Agency?

Circle one: Yes

☒ No

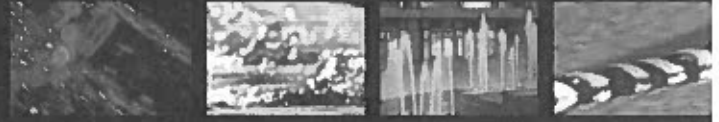
Did the Agency file any claims against you? Circle one: Yes

☒ No

If you answered yes to either of the above two questions, please explain and indicate outcome of claims.

RESUME

Attach to this Bid the experience resume of the person who will be designated as General Construction Superintendent or on-site Construction Manager for the Project.



Resume

Robert Aparicio Project Superintendent

FIRM

California Waters

PROFESSIONAL LICENSES

California Contractors A
#958960

C-53: Swimming Pool

C-61: Limited Specialty

D-35: Pool & Spa Maint.

D06: Concrete

D21: Machinery & Pumps

DIR:1000001472

SBE:#1796257

Summary of Qualifications

Robert Aparicio is a Project Superintendent for California Waters. He brings over twenty years of construction experience in the commercial aquatics and water feature industry. He oversees Projects for California Waters ranging in size from 200k to 5m.

Project Experience

South San Francisco High School – South San Francisco Unified School District, South San Francisco, CA

Oversaw \$1.385 million expansion/renovation of this 25M x 25Y rim flow competition pool. New construction expanded the pool by two lanes, adding 2,200 ft² to the original 5,300 ft² pool. Renovation encompassed resurfacing, re-tiling, a new deck with upgraded drainage slots, expanded handicap access and the installation of new plumbing, electrical and equipment. Other upgrades included eight new starting blocks, a lifeguard tower, and water polo goals.

Columbia Middle School – City of Sunnyvale, Sunnyvale, CA

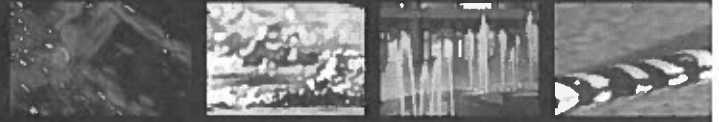
Project oversight of this \$744K, six-lane, middle school swimming pool renovation which included a new, 6,000 ft² concrete, cantilever deck with an integrated slot drain system as well as the removal and replacement of all plaster and tile from the original 3300 ft² pool. New LED lights and a diving board round out improvements.

Palm Park Aquatic Center – City of Whittier, Whittier, CA

Aparicio directed the first Aquatic Center renovation in 25 years. With an extremely tight deadline, Aparicio and California Waters delivered – completing the renovation in only 60 days. The \$650K restoration included a new cantilever concrete deck with catch basins as well as the complete replacement of shotcrete, plaster and tile in the pool basin. Installation of energy efficient LED lighting, new diving boards and starting blocks completed the project.

Gonzales Community Pool – City of Gonzales, Gonzales, CA

This \$1.164 million project required a massive restoration in a very condensed timeframe on a pool that had been out of commission for two years. Despite the challenges presented due to non-operation, it was critical that the project be turned over within 5 months. Aparicio oversaw the complete restoration which consisted of the installation of new mechanical, plumbing, pump and heater as well as new plaster, tile and coping on this 3,380 ft² pool. A new pool deck and entryway to the pool complex along with an upgraded ADA bathroom and concession stand were also built, completing the facelift.



Fletcher Hills Center & Pool – City of El Cajon, El Cajon, CA

This 25-yard skimmer pool renovation included demolition of existing plaster, tile and pool deck and the installation of a new mechanical system, as well as new plaster, tile, locker room renovations, and a new concrete deck. Total project, with overall supervision by Aparicio, was \$623K.

Courson Arts Colony West – City of Palmdale, Palmdale, CA

Provided overall project supervision for the \$1.444 million new construction of a 4,481 ft² rim flow pool, 1003 ft² splash pad and an 8,745 ft² pool deck.

Estancia High School – Newport Mesa Unified School District, Costa Mesa, CA

Provided project supervision for the \$5.8 million new construction of a 50M rim flow competition pool and over 20,000 square foot pool deck and courtyard area.

MLK High School – Riverside Unified School District, Riverside, CA

The \$650K restoration included a new cantilever concrete deck as well as the complete replacement of plaster and tile finishes in the pool basin.

Canyon High School – Orange Unified School District, Orange, CA

The \$300K restoration included the complete replacement of the plaster finish in the pool basin.

Temecula Community Recreation Center – City of Temecula, Temecula, CA

Aparicio directed the \$1.5 million pool restoration project to include a new cantilever concrete deck with catch basins as well as the complete replacement of the pool's gutter system, plaster and tile in the pool basin along with a new Musco lighting system. Installation of energy efficient LED lighting and starting blocks completed the project.



DESIGNATION OF SUBCONTRACTORS [Public Contract Code Section 4104]

List all Subcontractors who will perform Work or labor or render service to the Contractor in or about the construction of the Work or improvement, or a Subcontractor licensed by the State of California who, under subcontract to the Contractor, specially fabricates and installs a portion of the Work or improvement according to detailed drawings contained in the Plans and Specifications, in an amount in excess of one-half percent (0.5%) of the Contractor's total Bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half percent (0.5%) of the Contractor's total Bid or \$10,000, whichever is greater. If all Subcontractors do not fit on this page, attach another page listing all information for all other Subcontractors.

Name under which Subcontractor is Licensed and Registered	CSLB License Number(s) and Class(es)	DIR Contractor Registration Number	Address and Phone Number	Type of Work (e.g., Electrical)	Dollar Amount
N/A					

¹ The percentage of the total Bid shall represent the "portion of the work" for the purposes of Public Contract Code Section 4104(b).

Contractor shall perform, with its own organization (rather than with Subcontractors), Work amounting to at least fifty percent (51%) of the Contract Price.

INDUSTRIAL SAFETY RECORD FORM

Bidder's Name California Waters Development Inc, dba
California Waters

	Current Year of Record	2020	2019	2018	2017	2016	Total
Number of contracts	20	19	26	26	18	19	128
Total dollar amount of contracts (in thousands of dollars)	8,322	9,757	13,510	9,751	10,861	11,328	63,529
Number of fatalities	0	0	0	0	0	0	0
Number of lost workday cases	0	0	0	1	3	3	7
Number of lost workday cases involving permanent transfer to another job or termination of employment	0	0	0	1	0	1	2

The above information was compiled from the records that are available to me at this time and I declare under penalty of perjury under the laws of the State of California that the information is true and accurate within the limitations of those records.

Signature:  Mark Pitman
Title: President
Date: 1/18/2022

Signature: _____
Title: _____
Date: _____

Bond No. CMGB00012747

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Maywood ("City"), has issued an invitation for Bids for the Work described as follows: Aquatic Center Pool Replastering Project, City Project ID: 6302

WHEREAS California Waters Development, Inc.

(Name and address of Bidder)

("Principal"), desires to submit a Bid to City for the Work.

WHEREAS, Bidders are required to furnish a form of Bidder's security with their Bids.

NOW, THEREFORE, we, the undersigned Principal, and Argonaut Insurance Company

c/o CMGIA, 20335 Ventura Blvd., Ste 426, Woodland Hills, CA 91364

(Name and address of Surety)

("Surety"), a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the City in the penal sum of _____

Ten Percent of Their Greatest Amount Bid

Dollars (\$ 10% of Their G.A.B.), being not less than ten percent (10%) of the total Bid price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal is awarded the Contract for the Work by the City and, within the time and in the manner required by the bidding specifications, enters into the written form of Contract included with the bidding specifications, furnishes the required Bonds (one to guarantee faithful performance and the other to guarantee payment for labor and materials), and furnishes the required insurance coverage, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

In case suit is brought upon this instrument, Surety further agrees to pay all court costs incurred by the City in the suit and reasonable attorneys' fees in an amount fixed by the court. Surety hereby waives the provisions of Civil Code Section 2845.

BID

B-17

BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "BID"

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: January 13, 2022

"Principal"

California Waters Development, Inc.

By: [Signature]
Its: Mark Pitman, President

By: _____
Its: _____

"Surety"

Argonaut Insurance Company

By: [Signature]
Its: Gabriella Grady, Attorney-in-Fact

By: _____
Its: _____

Note: This Bond must be dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.

BID

B-18

BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "BID"

Argonaut Insurance Company
Deliveries Only: 225 W. Washington, 24th Floor
Chicago, IL 60606

United States Postal Service: P.O. Box 469011, San Antonio, TX 78246
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the Argonaut Insurance Company, a Corporation duly organized and existing under the laws of the State of Illinois and having its principal office in the County of Cook, Illinois does hereby nominate, constitute and appoint:

Gabriella Grady, Shilo Lee Losino, Stephanie Hope Shear, Elizabeth Santos, Stacey Garcia, Matthew Dionisio

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

\$15,000,000.00

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of Argonaut Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the Company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the Argonaut Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 1st day of June, 2021.

Argonaut Insurance Company



by:

Joshua C. Betz, Senior Vice President

STATE OF TEXAS

COUNTY OF HARRIS SS:

On this 1st day of June, 2021 A.D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.



(Notary Public)

I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 13th day of January, 2022.



James Bluzard, Vice President-Surety

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

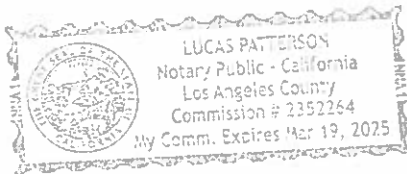
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
 County of Los Angeles)
 On JAN 13 2022 before me, Lucas Patterson, Notary Public,
 Date Here Insert Name and Title of the Officer
 personally appeared Gabriella Grady
 Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Signature]
 Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____

☐ Corporate Officer — Title(s): _____ ☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General ☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact ☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator ☐ Trustee ☐ Guardian or Conservator

☐ Other: _____ ☐ Other: _____

Signer Is Representing: _____ Signer Is Representing: _____

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California

County of Orange

On January 17, 2022
Date

before me, Amabel B. Amojedo-Concepcion, Notary Public
Here Insert Name and Title of the Officer

personally appeared

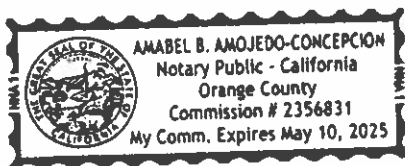
Mark Pitman

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal and/or Stamp Above

Signature

Amabel B. Amojedo-Concepcion

Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: City of Maywood - Bid Bond - CMC B00012747

Document Date: _____

Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

NONCOLLUSION DECLARATION FORM
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID
[Public Contract Code Section 7106]

The undersigned declares:

I am the President of California Waters Development Inc, dba California Waters, the party making the foregoing Bid.

The Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Bid is genuine and not collusive or sham. The Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham Bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham Bid, or to refrain from bidding. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the Bid price, or of that of any other Bidder. All statements contained in the Bid are true. The Bidder has not, directly or indirectly, submitted his or her Bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, Bid depository, or to any member or agent thereof, to effectuate a collusive or sham Bid, and has not paid, and will not pay, any Person or entity for such purpose.

Any person executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 1/18/2022 [date], at Yorba Linda [city], California [state].

Signature: 

Printed Name: Mark Pitman

Date: 1/18/2022

Signature: _____

Printed Name: _____

Date: _____

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 6.

DATE: April 13, 2022

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: ZIAD MAZBOUDI, CONTRACT CITY ENGINEER

SUBJECT: CONSIDERATION OF AWARDING A PROFESSIONAL SERVICES AGREEMENT TO STANTEC CONSULTANT SERVICES, INC. FOR ENGINEERING SERVICES FOR THE SLAUSON AVENUE CORRIDOR IMPROVEMENTS PROJECT

RECOMMENDATION:

It is recommended that the City Council award a professional services agreement to Stantec Consultant Services, Inc. (Stantec) for the Slauson Avenue Corridor Improvement Project in the amount not to exceed \$399,997 and approve the agreement in the form approved by the City Attorney.

BACKGROUND:

The purpose of this project is to relieve congestion along the Slauson Avenue Corridor within the City of Maywood, to increase capacity, improve traffic flow and operations by reducing delay from equipment upgrades and traffic signal synchronization.

On June 27, 2019, LACMTA ("Metro") programmed \$445,000 in Measure R funds to fund the Project Approval/Environmental Document (PA/ED) and Plans, Specifications and Estimates (PS&E) phase of the project.

On September 1, 2020, the funding agreement between the City of Maywood and Metro was executed. On July 19, 2021, the funding agreement was amended to extend the lapsing date of project funds to June 30, 2024.

DISCUSSION:

This project is located along two regionally significant corridors that have been identified in the 1-710 Congestion Relief Program. The intersection level of service is deficient due to heavy demand of eastbound left-turning vehicles travelling to 1-710 onramp on Atlantic Blvd. Slauson Avenue is heavily impacted with deficient left-turn lanes. All signalized intersections will be upgraded to include protected left-turn phases which will improve operations.

The intersections that are part of this project are on Slauson Avenue between Atlantic Blvd and Maywood Ave. The Project features include, but are not limited to, the following:

- Roadway widening at the intersection of Slauson Avenue and Atlantic Blvd to add an eastbound left-turn lane and a northbound left-turn lane.
- Additionally, along the Slauson Avenue corridor, between Atlantic Blvd and Maywood Avenue, traffic signal

equipment upgrades which will include adding protective left-turn phase at all intersections, including traffic signal synchronization and coordination for improved intersection operations.

Professional engineering services are required to prepare the Project Approval/Environmental Document (PA/ED) and Plans, Specifications and Estimates (PS&E) for the project.

Accordingly, the City released a request for proposal (RFP) for professional engineering services on January 3, 2022 with a proposal submittal deadline of February 3, 2022. The RFP was publicly advertised on the City's website.

On February 2, 2022, the City received one proposal from Stantec. The proposal was reviewed and staff discussed with Stantec staff their understanding of the project scope and the qualification of the project team. Staff discussed with the Stantec team their project readiness and approach. This includes qualifications of staff, experience with similar projects, proposed project schedule and cost to perform the services.

Stantec addressed the full scope of work included in the City's RFP. Stantec has demonstrated that they are ready and capable of delivering this project on time and within budget.

It is staff's recommendation to award a professional services agreement to Stantec for the Slauson Avenue Corridor Improvement Project in the amount not to exceed \$399,997.

LEGAL REVIEW:

City Attorney has reviewed this report.

FISCAL IMPACT:

The project is funded in the FY 2020/2021 CIP by Measure R funds from Metro in the amount of \$445,000. The approved budget includes the cost associated with this professional services agreement with Stantec. Stantec's fee for the project is a not-to exceed amount of \$399,997. The approved budget also includes City project management cost within the approved funding.

ATTACHMENT(S)

1. Professional Service Agreement with Stantec

Attachment 1

Professional Service Agreement with Stantec

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is dated April 13, 2022 ("Effective Date") and is between the City of Maywood, a California municipal corporation ("City") and Stantec Consulting Services, Inc. (Stantec) ("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 Engineering Services for the Preparation of PAED & PS&E for Slauson Avenue and Atlantic Boulevard Congestion Relief 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:

10. Consultant's Services.

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.

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 Mohammad Heiat (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.

H. **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 aspects with all applicable provisions of the California Labor Code, including those set forth in Exhibit C hereto.

11. **Term of Agreement.** The term of this Agreement shall be from the Effective Date through June 30, 2022 less sooner terminated as provided in Section 13 of this Agreement or extended.

12. 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, 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 stafftime, 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 **three hundred ninety nine thousands nine hundred ninety seven dollars, \$399,997**, which includes expenses and additional services (if any) 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.

13. 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. Notwithstanding the foregoing, the City's right to inspect, copy and audit shall not extend to the composition of the Consultant's rates and fees, percentage mark-ups or multipliers but shall apply only to their application to the applicable units.

14. 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.

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.

B. 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.

C. Consultant shall indemnify and hold harmless City (but not defend) and its elected officials, officers, employees, , from any and all liability, damages, costs and expenses of any nature to the extent caused by Consultant's personnel practices. or to the extent caused by the violation of any of the provisions of this Section. This duty of indemnification is in addition to Consultant's duty indemnify and hold harmless as set forth in any other provision of this Agreement.

15. 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, indemnify and hold harmless City, and its elected officials, officers, employees, , from (i) any and all liability, damages, 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 indemnify and hold harmless as set forth in any other provision of this Agreement.

16. 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. The restrictions on the use and disclosure of the Data do not apply to information which (a) was known to Consultant before receipt of same from the City; (b) is or becomes publicly known other than through the Consultant; (c) independently developed by Consultant; (d) provided to Consultant by a third party that obtained it independently of the City; or (e) whose disclosure is compelled by the statute or by judicial or other governmental body, but only to the extent required by said statute or order.

If legally permitted, 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 upon full payment of all monies owed to Consultant, 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 upon full payment of all monies owed to Consultant 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. The City, to the fullest extent permitted by law, shall indemnify and hold harmless Consultant from any loss, claim, liability or cost (including legal costs) arising or allegedly arising out of any reuse for any purpose other than that for which they were prepared or any modification of the Data by the City or any person or entity that obtains the Data from or through the City.

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

17. 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.

18. 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, indemnify, and hold harmless (but not defend) City and its elected officials, officers, employees, (collectively "Indemnitees"), from and against any and all damages, costs, expenses, liabilities, proceedings, judgments, and losses, including reasonable fees of accountants, attorneys, or other professionals and all costs associated therewith, and reimbursement of attorney's fees (collectively "Liabilities"), to the extent caused by the negligence 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. [Not used]

ii. Consultant shall pay all required taxes on amounts paid to Consultant under this Agreement, and indemnify and hold City harmless (but not defend) 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 (but not defend) 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).

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.

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.

Limit of Liability. The total amount of all claims the City may have against the Consultant under this Agreement or arising from the performance or non-performance of the Services under any theory of law, including but not limited to claims for negligence, negligent misrepresentation and breach of contract, shall be strictly limited to \$500,000. As the City's sole and exclusive remedy under this Agreement any claim, demand or suit shall be directed and/or asserted only against the Consultant and not against any of the Consultant's employees, officers or directors.

Waiver of Consequential Damages. Consultant's liability with respect to any claims arising out of

this Agreement shall be absolutely limited to direct damages arising out of the Services and Consultant shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the City, including but not limited to claims for loss of use, loss of profits, loss of income, loss of markets, unrealized energy savings, diminution of property value or loss of reimbursement or credits from governmental or other agencies.

19. 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.

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.

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 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.

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 the premium thereon.

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 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.

20. 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.

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. Notwithstanding the foregoing, the City's right to inspect, copy and audit shall not extend to the composition of the Consultant's rates and fees, percentage mark-ups or multipliers but shall apply only to their application to the applicable units.

21. 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 30 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.

22. 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.

23. 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.

24. 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:

Mohammad Heiat, PE
38 Techonology Drive
Irvine, CA 92618

25. 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.

26. 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.

27. 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.

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.

28. 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.

29. 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.

30. 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.

31. 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.

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.

32. 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.

33. 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.

34. Time of the Essence. [Not Used]

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

36. 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.

37. 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.

38. 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.

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.

39. 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:

Stantec

By: _____
Heber Marquez
Mayor of the City of Maywood

By: _____
Name: Mohammad Heiat
Title: Principal

ATTEST:

By: _____
Shirley Quinones, Deputy City Clerk

APPROVED AS TO FORM:

By: _____
Roxanne Diaz, City Attorney

Exhibit A

Proposal and Scope of Work



Stantec Consulting Services Inc.
38 Technology Drive, Irvine, California 92618
(949) 923-6000

February 2, 2022
Revised February 24, 2022

City of Maywood
City Clerk's Office
Attn: Jennifer Vasquez
City Manager
4319 E. Slauson Avenue
Maywood, California 90270

RE: RFP Engineering Services
for the Preparation of PAED &
PS&E for Slauson Avenue and
Atlantic Boulevard Congestion
Relief Improvements

Dear Ms. Vasquez and Selection Committee Members:

Stantec Consulting Services Inc. (Stantec) is committed to joining the City of Maywood (City) and all stakeholders to provide Professional Engineering Design Services for the Preparation of PAED & PS&E for Slauson Avenue and Atlantic Boulevard Congestion Relief Improvements which will address current and future operational deficiencies along the Slauson Avenue Corridor.

We are uniquely qualified for the following reasons:

Committed, local, and experienced project leadership. While the reputation and capacity of our team are important, perhaps most critical are the individuals assigned to lead your project.

- Project Manager and Primary Contact Person, **Mohammad Heiat PE**, will provide team oversight and maintain the highest level of quality and efficiency, just as he has done for more than 40 years. He has helped lead the successful completion of similar projects in southern California, including Lakewood Boulevard / Telegraph Road intersection improvements in City of Downey and On-Call Traffic Signal Improvements for Los Angeles County.
- Alternate/Deputy Project Manager, **Jeff Wilkerson, PE**, will assist in coordinating project tasks closely with you and other stakeholders. He also brings more than 20 years of expertise in transportation engineering and has successfully managed similar transportation projects for local, state, and Federal agencies.

Successful track-record collaborating with your stakeholders. We are familiar with your current standards and formats. We have experience working with your stakeholders including Metro, County of Los Angeles and the local area utility companies.

Extensive in-house capabilities. With more than 1,775 transportation specialists companywide and more than 115 in California, our extensive in-house resources enable us to meet your needs and your schedule. With an Irvine office located less than 37 miles away from you, our close proximity means you receive in-person, reliable, and immediate communication throughout the contract.

For this project, we have included **Epic Land Solutions, Inc. (EPIC)** as part of the Stantec Team to provide right-of-way impact assessment and acquisition requirements. Epic is a full-service right-of-way property consulting firm that has performed government projects for over 20 years in accordance with Caltrans Right-of-Way Manual, the Federal Uniform Relocation Assistance and Real Acquisition Policies Act, as well as State and local policies and procedures. **Geo-Advantec, Inc. (GAI)** will provide geotechnical/pavement engineering services and **Vertical Mapping Resources (VMR)** will provide aerial topographic services. Stantec and our team have worked together on several intersection and roadway widening projects.

Acknowledgments

- Our proposal is signed by Mohammad Heiat, a principal authorized to bind Stantec to the contract terms.
- We acknowledge receipt of Addendum No.1 dated January 18, 2022.
- We have submitted our fee schedule in a separate enclosed envelope.

- We have reviewed your Professional Services Agreement and believe that should we be selected for this assignment, we will be able to conclude a mutually satisfactory contract with you.
- Our proposal term shall remain in effect for 90 days from this proposal date.

We look forward to partnering with the City of Maywood on this important project. If you have any questions or require additional information, please do not hesitate to contact myself or Jeff Wilkerson.

Sincerely,

STANTEC CONSULTING SERVICES INC.



Mohammad Heiat, PE
Project and Contract Manager
(949) 322.8083
mohammad.heiat@stantec.com



Jeff Wilkerson, PE
Deputy Project Manager/Roadway Design Manager
(949) 929.1449
jeff.wilkerson@stantec.com

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Experience and Qualifications

Stantec Company Profile

Communities are fundamental. Whether around the corner or across the globe, they provide a foundation, a sense of place and of belonging. That's why at Stantec, we always design with community in mind.

We care about the communities we serve—because they're our communities too. This allows us to assess what's needed and connect our expertise, to appreciate nuances and envision what's never been considered, to bring together diverse perspectives so we can collaborate toward a shared success.

We're designers, engineers, scientists, and project managers, innovating together at the intersection of community, creativity, and client relationships. Balancing these priorities results in projects that advance the quality of life in communities across the globe.

We have the experience to implement your project assignments. Each team member is committed to completing work on schedule and within budget. We will keep your projects moving forward seamlessly through close coordination with team members. Your professional service needs will be met with our team's high quality work, good communications, and effective project management. As a well-established local firm, Stantec has the resources and abilities to provide personalized service while keeping the work on schedule and within budget. Our team of engineers, designers and surveyors excel in developing, enhancing safety and rehabilitating infrastructure for public facilities, and programs for preserving the recreational assets and the natural environment.

The City will benefit from the Stantec team by our:

- Excellent communication and comprehensive coordination of all project issues
- Reputation for innovation and value engineering
- Specific attention for completion of projects ahead and/or on schedule
- Local knowledge of the area
- Proficiency with City standards and applicable Los Angeles County, state and federal regulatory agencies
- Highly qualified project management capabilities
- Comprehensive QA/QC Program

Services and Areas of Expertise

Transportation/Traffic

- Street and Highway Design
- Traffic Signal and Interconnect Design
- Signing and Striping
- Pavement Rehabilitation
- Retaining and Sound Walls
- Transportation/Traffic Engineering
- Traffic Impact, Level of Service and Operational Analysis
- Parking Studies and Design
- Project Feasibility and Concept Assessment
- Traffic Control and Detour Design

Water Resources

- Drainage, Flood Control and Water Quality Facilities Design
- Hydrology, Hydraulic and Sediment Studies
- Structural Analysis and Design
- Infiltration and Detention Basins
- Storm Water Prevention Pollution Plans
- Water Quality Management Plan (WQMP)
- Water Quality Systems and Wetlands

Wet Utilities (Water and Sewer Systems)

- Hydraulic Modeling
- Reservoirs
- Water Distribution and Pump Systems
- Sewer Lift and Collection Systems
- Recycled Water Systems
- Utility Relocation Planning and Design

Landscape Architecture

- Landscape and Irrigation Design
- Park and Trail Design
- Hardscape and Monument Design
- Decorative Pavement Design

Environmental Consulting

- CEQA and NEPA
- Regulatory Permitting
- Technical Studies

Surveying

- Photogrammetric Control Surveys
- Topographical Surveys and Mapping
- Property Boundary and ALTA Surveys
- 3-D Laser Scanning
- Construction Staking

Construction Support Services

- Constructability Review
- Bid Support
- Construction Support
- As-Built Plans

Plan Checking Services

Subconsultants Profile

As the primary consultant, we will provide overall project management, civil/traffic engineering, environmental documentation, landscape architectural, public outreach, utility research and coordination, survey and mapping, street design, signing and striping design, PS&E preparation, bid support and quality control.

We've enlisted the support of EPIC Land Solutions, Inc. (Epic), Geo-Advantec, Inc. (GAI), and Vertical Mapping, Inc. (VMR) to provide right of way and geotechnical services, respectively.



Epic Land Solutions, Inc. (EPIC) is a full-service right of way consulting services firm incorporated in California in 2000 with the mission to create land solutions for the public good.

From headquarters in Los Angeles County, EPIC provides right of way planning, utility coordination, real estate appraisal, acquisition negotiation, escrow coordination, and Caltrans Certification on behalf of local public agencies to acquire property rights and clear rights of way in accordance with state and federal laws and regulations.

EPIC employs 60 real estate and utility coordination professionals and offers of 21 years of experience performing right of way acquisition and utility coordination services for several intersection improvement projects for local agencies—In fact, EPIC previously analyzed potential right of way impacts at the Slauson Avenue/Atlantic Blvd intersection in Maywood as part of the Metro's I-710 Congestion Relief Program environmental consulting services team.

Other relevant project experience includes the City of Bell Gardens Florence/Eastern Intersection Improvements, City of Downey Lakewood/Florence Intersection Improvements, Los Angeles County Metropolitan Transportation Authority's San Gabriel Intersections Improvements, City of Anaheim Euclid/Glenoaks Intersection Improvement, and City of Palmdale SR-14/SR-183 Intersection projects, several of which included impacts to property owned by McDonald's and Denny's restaurants. The firm is recognized by the City of Los Angeles and Los Angeles County Metropolitan Transportation Authority as a Certified Small Business Enterprise (SBE) through 2024

Geo-Advantec, Inc.

G	<i>Geotechnical Engineering</i>
A	<i>Earthquake Engineering</i>
I	<i>Inspection and Testing</i>
I	<i>Engineering Geology</i>

Founded in 2012, Geo-Advantec, Inc. (GAI) is an engineering consultant that offers comprehensive services in various areas of geotechnical engineering, engineering geology, geotechnical earthquake engineering, geotechnical pavement engineering, geotechnical instrumentation, and during construction services including materials testing and special inspections. GAI possesses a team of more than 20 registered civil and geotechnical engineers, geologists, field and laboratory technicians, and in-house special soil/asphalt inspectors who have worked on a variety of projects both nationwide and worldwide. The GAI team has worked on locally and federally funded projects and is very familiar with the Greenbook Standard Plans and Specifications, Caltrans Test Methods (CTM), and Caltrans Highway Design standards in preparing geotechnical reports for different phases of the projects. Our project principals have supervised complex and large transportation geotechnical engineering projects, including PA/ED and PS&E projects for LA Metro's Highway Program and have a vast knowledge of Caltrans' regulations for federally funded projects. We have worked on some of the following projects providing similar scopes of work to the types of services requested in the City's RFP:

- City of Commerce, Pavement Engineering, Field Inspection and Testing for Washington Boulevard Rehabilitation; Pavement Evaluation, Monitoring and Inspection for Rehabilitation of S. Eastern Avenue
- City of San Dimas, Value Engineering for Cienega Avenue Pavement Rehabilitation; Geotechnical Investigation and Field Observation and Testing for Avenida Entrada et al Street Improvement Project
- City of Chino, New Pavement Evaluation and Forensic Engineering for Deficient Pavement on Chino Avenue; Pavement Evaluation and Recommendation for Grand Avenue
- LA Metro, Geotechnical Services for PA/ED and PS&E for SR-91 from Atlantic Avenue to Cherry Avenue Improvement Project, Long Beach, CA
- LA Metro, Geotechnical Investigation for PS&E for SR-57/SR-60 Confluence Project, Cities of Industry and Diamond Bar, CA
- LA Metro, Geotechnical Services for PA/ED of SR-91 from Central Avenue to Acacia Court Improvement Project, Compton, CA

- LA Metro, Geotechnical Services for PA/ED and PS&E for I-605/South Street Improvement Project, Cerritos, CA
- LA Metro, Geotechnical Services for PA/ED for I-605/SR-60 Intersection Improvement Project, Cities of Whittier, Industry, Hacienda Heights, and Pico Rivera, CA
- LA Metro, Preliminary Geotechnical Engineering, Initial Site Assessment (ISA), and Phase II Environmental Study for Lakewood and Alondra Intersections (Metro Hotspot Project), City of Bellflower, CA

GAI is a Small Business Enterprise (SBE) certified by multiple agencies including the State of California Department of General Services (DGS), Los Angeles County Metropolitan Transportation Authority (LA Metro), City of Los Angeles, County of Los Angeles, Port of Los Angeles, Port of Long Beach, Metropolitan Water District of Southern California, and the Los Angeles Unified School District (LAUSD). We are also registered with the Department of Industrial Relations (DIR) #1000017767.

GAI owns a full-service Laboratory accredited by:

- AMRL (ASSHTO Materials Reference Laboratory), in conformity to the requirements of the AASHTO Accreditation Program (AAP), AASHTO R-18, ASTM D3740, ASTM D1070 and ASTM E329.
- CCRL (Cement and Concrete Reference Laboratory)
- Caltrans
- DSA (Division of the State Architect)
- The City of Los Angeles
- Army Corps of Engineers



VERTICAL MAPPING RESOURCES
an evolution in land information

Vertical Mapping Resources strives to be a premier resource for mapping solutions, geospatial information, and related consulting services. Collectively, we honor the responsibility of maintaining the high standards for data accuracy within our industry, as we help our communities design, develop, and prosper. We strive to provide value for our clients by offering the highest quality, cost-effective solutions, and client service.

Vertical Mapping Resources operates from multiple US offices. We enjoy working one-on-one with our clients to build a strong, long-term relationship. Client service, innovation, professionalism, and integrity are fundamental to our company values. Our company is

committed to technical innovation coupled with an enthusiasm for what we do. We pride ourselves on our technical expertise, excellent client service, and attention to detail and accuracy standards. Our dedication to staying at the forefront of technology allows us to offer cost effective mapping data, with quick project schedules, in virtually any CAD format. We retain current licenses of all major CAD packages, including AutoCAD, MicroStation and ArcGIS.

At Vertical Mapping Resources we implement quality control procedures at every phase of the mapping process from design through completion. This ensures that our digital mapping and orthophotography products exceed the standards set by the American Society for Photogrammetry and Remote Sensing (ASPRS), as well as the Federal Geographic Data Committee's (FGDC) National Standards for Spatial Data Accuracy (NSSDA). In addition, Vertical Mapping Resources maintains a dedicated and capable staff that includes Certified Photogrammetrists (CP), Certified GIS Professionals (GISP), a State Licensed Land Surveyor, Project Managers, and Aerial Mapping CAD Technicians, all committed to ensuring that our mapping products meet both photogrammetric and geodetic accuracies. This is a key element within our firm and the overall mapping standards that we offer our clients.

Project Experience



Lakewood/Rosemead Boulevard at Telegraph Road Improvements

Downey, California

Client Reference:

City of Downey
Desi Gutierrez, Senior Civil Engineer
(562) 904-7110
dgutierr@downeyca.org

Team Members:

Mohammad Heiat
Jeff Wilkerson
Keith Rutherford
Greg Sebourn
Dave Lew

Year Completed:

2016

Construction Cost:

\$3M

Stantec prepared PS&E for the design and construction of street improvements and enhancements at the intersection of Lakewood Boulevard/Rosemead Boulevard with Telegraph Road. This Project was funded by the Truck Impacted Intersection Program Phase 2 through the Gateway Cities COG and Measure R funds as part of the I-605 Congestion Hot Spots Study and was a joint effort between the cities of Downey and Pico Rivera combining the two funding sources and completing the improvement of this intersection as one comprehensive project. The project included:

- Coordination with both cities-Pico Rivera and Downey-and their utility providers and stakeholders
- Capacity-enhancing improvements- reconstruction of intersection with PCC pavement and widening to include additional through and turn lanes
- Complete pavement reconstruction utilizing PCC pavement for the intersection and approaches in all directions
- Provided additional turn and through lanes at the intersection in all approaches
- Required additional R/W dedication and modification of the existing traffic signal, including providing right turn overlap signal phasing on the northbound and eastbound approaches



Lakewood Boulevard Improvements, Project Phase 3B & 3C

Downey, California

Client Reference:

City of Downey
Desi Gutierrez, Senior Civil Engineer
(562) 904-7110
dgutierr@downeyca.org

Team Members:

Mohammad Heiat
Jeff Wilkerson
Keith Rutherford
Greg Sebourn
Dave Lew

Year Completed:

Phase 3B - 2014
Phase 3C - 2021

Construction Cost:

Phase 3B - \$3.9M
Phase 3C - \$3M

Stantec's staff provided comprehensive professional services associated with the design and construction of street improvements and enhancements along Lakewood Boulevard from Florence Avenue to Telegraph Road. The project was divided into two segments: Lakewood Boulevard between Florence Avenue and Gallatin Road (Phase 3B - Approx. 2800'); and Lakewood Boulevard between Gallatin Road and Telegraph Road (Phase 3C - Approx. 2700'). The project included:

- Constructed new raised medians including new landscaping and irrigation improvements.
- Phase 3B and 3C improvements included widening of the roadway
- Within the Phase 3C segment, between the 1-5 southbound and northbound on-ramps, a northbound auxiliary lane was provided
- Removal and reconstruction of concrete curb and gutter, ADA accessible ramps with detectable warning surface, driveway approaches and sidewalks
- Installation of a recycled water main, potable water meter adjustments, storm drain facilities, miscellaneous utility relocations and adjustments
- Masonry sound walls along frontage roads
- Ornamental street and pedestrian lighting; street parkway trees
- Traffic signal modification, striping, pavement markings, and signage improvements
- Implementation of the project required partial right of way acquisition from 19 properties within the project limits.
- High volume of traffic and adjacent residential and commercial areas required mitigation of construction impacts
- Traffic control plans as needed for approval of a Caltrans encroachment permit



Fairview Road and Wilson Street Intersection Improvements

Costa Mesa, California

Client Reference:

City of Costa Mesa
 pritam Deshmukh, Former Associate Civil
 Engineer (now with the City of Denton, TX)
 (940) 349-7710

Team Members:

Mohammad Heiat
 Jeff Wilkerson
 Keith Rutherford
 Greg Sebourn
 Dave Lew

Year Completed:

2016

Construction Cost:

\$2.2M

We provided civil and traffic engineering and topographic surveying services to prepare PS&E to improve the Fairview Road and Wilson Street intersection. Project improvements included widening at the intersection and along Wilson Street from approximately 365 feet west of Fairview Road to Newport Boulevard. The widening provided second eastbound and westbound through lanes and a cross section width on Wilson Street west of Fairview Road to accommodate a future Class II striped bike lane in each direction. The project included:

- Additional right of way, curb, gutter, sidewalk, access ramp, bus turnout, and pavement construction
- Re-grading and retaining wall construction
- Median nose cut-back
- Traffic signal modification
- Striping and pavement markings
- Street light, power pole, utility and catch basin relocations
- Private property access improvements
- Minor landscaping and irrigation modifications



North San Fernando Boulevard Safety Improvements

Burbank, California

Client Reference:

City of Burbank
Jonathn Yee, Assistant Public Works
Director
(818) 238-3969

Team Members:

Mohammad Heiat
Keith Rutherford
Greg Sebourn
Josh Park

Year Completed:

2018

Construction Cost:

\$900K

This project designed safety improvements for North San Fernando Boulevard between Grismer Avenue and Walnut Avenue, in accordance to the North San Fernando Master Plan. It helped reduce vehicle travel speeds, enhance traffic operations, and improve visibility and separation of vehicles bicycles and pedestrians. The project also provided Class II bicycle lanes to meet City of Burbank Bicycle Master Plan requirements. The project designed curb extensions to improve the alignment at intersections, modified traffic signals; added bike lanes, left-turn lanes, and ADA ramps and crossings. Project funding used a federal Highway Safety Improvement Program (HSIP) grant and had to comply to Caltrans and Federal guidelines for design and construction procurement. We prepared the PS&E package, as well as all associated documents and exhibits in Caltrans LAPM for authorization to proceed with right-of-way acquisition and construction. The project included:

- Design surveys
- Utility and right-of-way research
- Geometric alignment plans development
- Roadway improvement plans
- Design details of ADA ramps
- Traffic signal modification plans
- Signing and striping plans
- Technical specifications and estimates.



Newport Boulevard Widening

Newport Beach, California

Client Reference:

City of Newport Beach
Andy Tran, Civil Engineer
(949) 644-3315

Team Members:

Mohammad Heiat
Jeff Wilkerson
Keith Rutherford
Greg Sebourn
Dave Lew
Josh Park

Year Completed:

2016

Construction Cost:

\$4M

We provided engineering services for widening improvements along Newport Boulevard between Via Lido and 30th Street (approximately 1,600 feet). The improvements provided one additional northbound through lane from 30th Street to 32nd Street and one additional southbound through lane from Via Lido to 32nd Street terminating as a right-turn only lane at 32nd Street. The 32nd Street intersection was modified to improve roadway geometrics and level of service. The widening improvements required new right of way from portions of three privately owned parcels and one public parcel (City Hall). The project included:

- California Coastal Permit preparation and processing
- Design survey
- Utility coordination
- Asphalt concrete pavement design
- Curb and gutter, ADA access ramp, sidewalk, signing and striping improvements
- Traffic signal modifications, signal loop detector replacement
- Traffic control and construction staging
- Median landscaped irrigation
- Preparation of bid documents, specifications, and an engineer's estimate of probable construction costs
- Bid and engineering support services during construction



Oso Parkway Widening Improvements

Mission Viejo, California

Client Reference:

City of Mission Viejo
Richard Schlesinger, City Engineer
(949) 470-3079

Team Members:

Mohammad Heiat
Jeff Wilkerson
Keith Rutherford
Dave Lew

Year Completed:

2014

Construction Cost:

\$4M

We provided preliminary and final engineering services for widening improvements on Oso Parkway between the I-5 freeway and Country Club Drive. We prepared a traffic capacity and operation analysis of widening alternatives and recommended adding one lane in each direction on Oso Parkway and modifying signals at Country Club and Montanoso Drives. The widening improvements required acquiring additional right of way on both sides of the street and relocating several utilities along the existing sidewalks. The box culvert for Oso Creek was lengthened to accommodate the new lanes in each direction. The roadway widening required new retaining walls along the eastbound side of Oso Parkway between the new retail development at the northbound off ramp and Country Club Drive. We also completed several other intersection widening and roadway rehabilitation projects within Mission Viejo, including:

- La Paz Road/Muirlands Boulevard/I-5 Northbound ramps Intersection Widening
- Alicia Parkway/Trabuco Road Intersection Improvements
- La Paz Road, Marguerite Parkway and Olympiad Road Pavement Rehabilitation
- Olympiad Road and Escatron New Traffic Signal Installation



Credit: Google Earth

Beach Boulevard and Warner Avenue Intersection Improvements

Huntington Beach, California

Client Reference:

City of Huntington Beach
Bill Janusz, Principal Civil Engineer
(714) 536-5431

Team Members:

Mohammad Heiat
Jeff Wilkerson
Keith Rutherford
Greg Sebourn
Dave Lew

Year Completed:

2016

We provided civil and traffic engineering services and prepared a feasibility study, preliminary widening design, and project report for improvements to this critical intersection. The intersection accommodates more than 107,000 vehicles per day—the second highest intersection volume in Orange County. Intersection widening alternatives included evaluating exclusive right-turn lanes on the eastbound/westbound and northbound/westbound approaches for existing and 2030 traffic conditions. The project included:

- Laser-scan design survey
- Utility and right-of-way research
- Development of geometric alignment plans for each alternative
- Implementation of cost estimates
- Preparation of technical memorandums for project features
- Design criteria documentation and the traffic analysis
- Obtainment of an encroachment permit from Caltrans for conducting the design survey within state right of way
- Final engineering design services

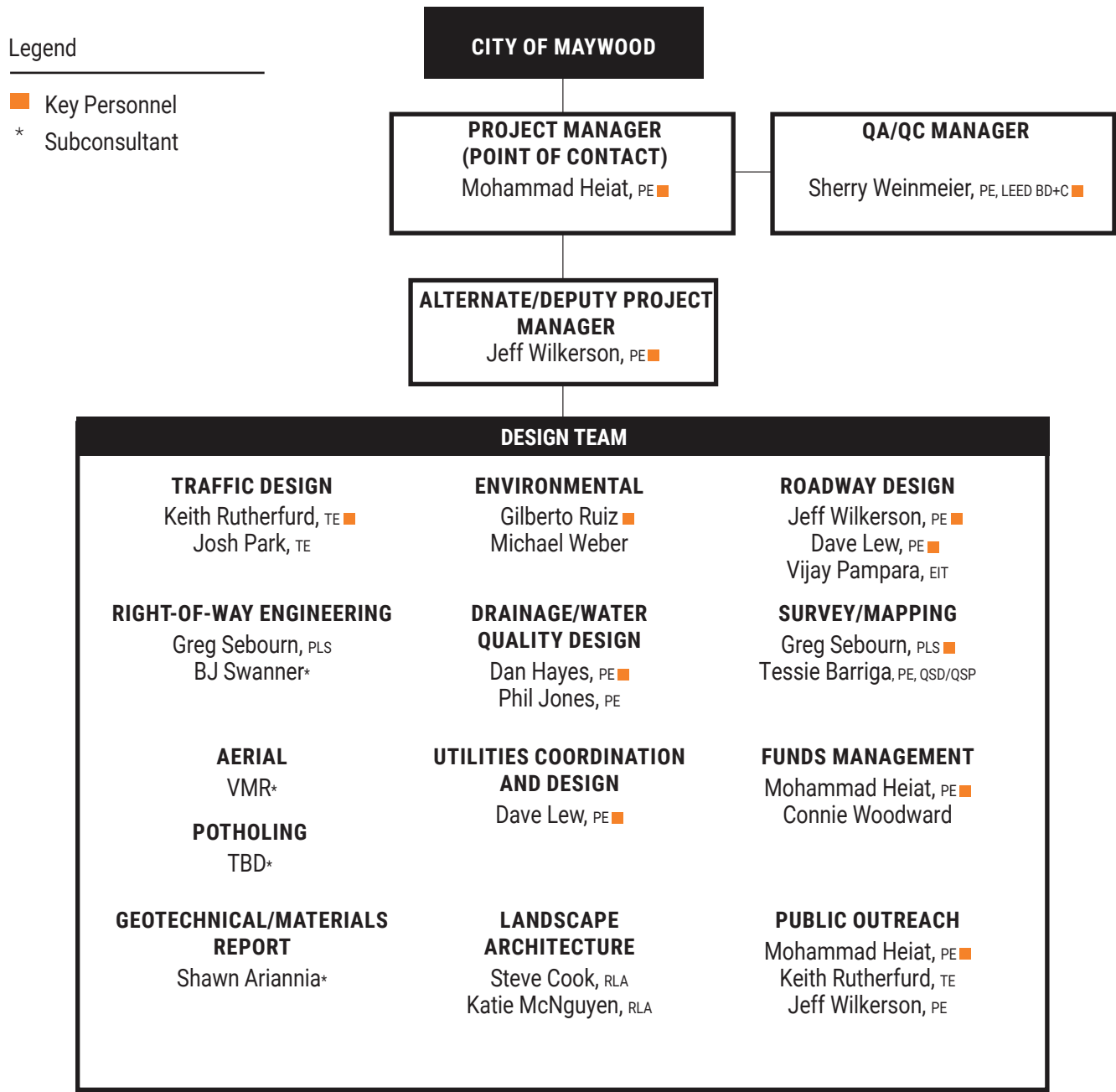
References

Satisfied and repeat clients are the strongest testament to a well-managed project. We encourage you to reach out to the contacts listed below as part of your selection process.

Agency/ Firm Name	Contact Name, Phone Number, E-mail Address	Services Provided	Staff Worked on Projects
City of Newport Beach 2012 - Present	Andy Tran Senior Civil Engineer 100 Civic Center Drive Newport Beach, CA 92660 (949) 644-3315 atran@city.newport-beach.ca.us	- Newport Boulevard Widening Improvements - Irvine Avenue Pavement Rehabilitation Project - West Coast Highway and Superior Avenue / Balboa Boulevard Intersection Concept Plan - Jamboree Road Widening Improvements	Mohammad Heiat Jeff Wilkerson David Lew Keith Rutherford Greg Sebourn
City of Downey 2011 - Present	Edwin Norris Deputy Director of Public Works 11111 Brookshire Avenue Downey, CA 90241 (562) 904-7110 enorris@downeyca.org	- Lakewood Boulevard Improvements, 3B & 3C - Paramount Boulevard Median Island Improvements - Lakewood/Rosemead Boulevard and Telegraph Road Intersection Improvements - Various Pavement Rehabilitation Projects - Gardendale Street Pavement Rehabilitation - Brookshire Road Pavement Rehabilitation	Mohammad Heiat Jeff Wilkerson David Lew Keith Rutherford Josh Park Greg Sebourn
City of Laguna Beach 2016 - Present	Mark Trestik City Engineer 505 Forest Avenue Laguna Beach, CA 92656 (949) 497-0300 mtrestik@lagunabeachcity.net	- Cress Street Sidewalk Extension in Front of Bluebird Park - Design and Construction Engineering Services for Queda Way Retaining Wall (CIP 434) - Park Avenue Pedestrian Plaza	Mohammad Heiat Keith Rutherford Dave Lew Dan Hayes Greg Sebourn Steve Cook
City of Mission Viejo 2006 - Present	Richard Schlesinger City Engineer 200 Civic Center Mission Viejo CA 92619 (949) 470-3079 rschlesinger@cityofmissionviejo.org	- Oso Parkway Roadway Widening Improvements - Oso Parkway at I-5 On-Ramps	Mohammad Heiat Jeff Wilkerson David Lew Keith Rutherford Josh Park Dan Hayes Greg Sebourn Steve Cook
City of Seal Beach 2019 - Present	Iris Lee Deputy Director of Public Works/ City Engineer 211 Eight Street Seal Beach, California 90740 (562) 431-2527 ext. 1322 ilee@sealbeachca.gov	Lampson Avenue Bike Lane Gap Closure	Mohammad Heiat Jeff Wilkerson David Lew Keith Rutherford Josh Park Dan Hayes Greg Sebourn Steve Cook

Organizational Chart

Our organizational chart demonstrates how our team members are organized and managed to help ensure projects run smoothly and efficiently. Project manager Mohammad is our primary contact person and Jeff is our alternate/deputy project manager. Further, our proposal is signed by Mohammad, an official authorized to bind Stantec.



Personnel Qualifications

Our experienced team has the right balance of skillsets to deliver you a high-quality pavement rehabilitation project. The following table highlights each team members' relevant education, credentials, and registrations that will be leveraged to complete your project on schedule and within budget.

NAME	JOB CLASSIFICATION	YEARS	EDUCATION	REGISTRATIONS
Mohammad Heiat	Project Manager/Point of Contact	41	MS, BS, Civil Engineering	PE #45776 CA
Jeff Wilkerson	Deputy Project Manager/Roadway Task Manager	22	MS, BS, Civil Engineering	PE #63466 CA
Sherry Weinmeier	QA/QC	37	BS, Civil Engineering	PE #41751 CA
Keith Rutherford	Traffic Task Manager	36	MS, Civil/Transportation Engineering BS, Administrative Studies	TE #1647 CA
Gilberto Ruiz	Environmental Task Manager	29	MA, Urban and Regional Planning	
Dan Hayes	Drainage/Water Quality Task Manager	24	BS, Civil and Environmental Engineering	PE #63132 CA
Greg Sebourn	Survey/Mapping Task Manager	22	AS, Survey	PLS #8395 CA
Dave Lew	Roadway Design	10	BS, Civil Engineering	PE #88915 CA
Josh Park	Traffic Design	8	BS, Civil Engineering	TE #2856 CA
Vijay Pampara	Roadway Design	10	MS, BS, Civil Engineering	EIT #141291 CA
Tessie Barriga	Survey/Mapping	41	BS, Civil Engineering	PE #50152 CA
Phil Jones	Drainage/Water Quality Design	34	MS, BS, Civil Engineering	PE #44010 CA
Steve Cook	Landscape Architecture Task Manager	30	BS, Agricultural Business Management	LA #4053 CA
Katie McNuyen	Landscape Architecture	12	MS Landscape Architecture	LA #6100 CA
Michael Weber	Environmental	22	BS Environmental Studies	
BJ Swanner	Right-of-Way Engineering	14	BA, Geography Emphasis in GIS and Remote Sensing	
Shawn Ariannia	Geotechnical/Materials Report	37	PhD Geotechnical Engineering	RGE #2824 CA PE #65642 CA
Kurt Okrasi	Vertical Mapping Resources, Inc.	20	BS, Business	
Andrew Esch	Vertical Mapping Resources, Inc.	7	AAS, CADD	

Resumes



Mohammad Heiat, PE
Project/Contract Manager

Mohammad offers more than 40 years of civil engineering experience with extensive emphasis in transportation and water resources for a broad range of public works and private residential and commercial development projects. His experience includes an extensive list of capital improvement facilities design, roadway and intersection improvement plans, master plans, runoff management plans, and drainage structures. He has been project principal, quality control supervisor, project manager, and project engineer on the preparation of plans, specifications, and estimates for a long list of public works/private infrastructure projects with emphasis on highway and street design, drainage and flood control facilities design including culverts, RC box structures, open channels, and detention/storage basins.

Education

- MS, Civil Engineering
- BS, Civil Engineering

Registrations

- Professional Engineer #45776, CA

Relevant project experience

- Lakewood/Rosemead Boulevard at Telegraph Road Improvements, Downey, CA (Project Manager)
- Lakewood Boulevard Improvements, Phases 3B and 3C, Downey, CA (Project Manager)
- 3rd Street Pavement Rehabilitation Project, Downey, CA (Principle-in-Charge)
- Newport Boulevard Widening, Newport Beach, CA (Principle-in-Charge)
- Bison Avenue, San Joaquin Hills Road, and San Nicholas Pavement Rehabilitation, Newport Beach, CA (Principle-in-Charge)
- Irvine Avenue Pavement Rehabilitation, Newport Beach, CA (Principle-in-Charge)
- Jamboree Road Widening, Newport Beach, CA (Principle-in-Charge)
- Oso Parkway Roadway Widening and Rehabilitation, Mission Viejo, CA (Project Manager)
- Howard Way, Century Place and 16th Street Roadway Rehabilitation, Costa Mesa, CA (Principle-in-Charge)



Jeff Wilkerson, PE
Deputy Project Manager/Roadway Task Manager

Jeff has more than 22 years of civil engineering experience working for both public and private clients, with an emphasis on city and airport transportation projects. He has been responsible for the project management, conceptual level design, and delivering final PS&E for projects with a wide range of size and scope. Jeff is known for his hands-on design skills, organizational abilities, and delivering projects on time and under budget. Jeff is an expert in AutoCAD and Civil 3D and leverages this knowledge to create innovative and efficient solutions to complex engineering problems.

Education

- MS, Civil Engineering
- BS, Civil Engineering

Registrations

- Professional Engineer #63466, CA

Relevant project experience

- Lakewood/Rosemead Boulevard at Telegraph Road Improvements, Downey, CA (Roadway Design Task Lead)
- Lakewood Boulevard Improvements, Phases 3B and 3C, Downey, CA (Civil Task Leader)
- 3rd Street Pavement Rehabilitation Project, Downey, CA (Project Manager)
- Newport Boulevard Widening, Newport Beach, CA (Project Manager)
- Bison Avenue, San Joaquin Hills Road, and San Nicholas Pavement Rehabilitation, Newport Beach, CA (Project Manager)
- Irvine Avenue Pavement Rehabilitation, Newport Beach, CA (Project Manager)
- Jamboree Road Widening, Newport Beach, CA (Project Manager)
- Oso Parkway Roadway Widening and Rehabilitation, Mission Viejo, CA (Civil Task Leader)
- Howard Way, Century Place and 16th Street Roadway Rehabilitation, Costa Mesa, CA (Project Manager)



Sherry Weinmeier, PE, LEED BD+C
QA/QC

Sherry has provided civil engineering and design services for public and private infrastructure projects for more than 37 years. She has overseen the design, budgeted, scheduled, staffed, and delivered feasibility studies, project study reports and final plans, specifications, and estimates for public works projects with a wide range in size and scope and a focus on roadways, highways, active transportation and public parks.

Education

- BS, Civil Engineering

Registrations

- Professional Engineer #41751, CA

Relevant project experience

- Clark Park Pedestrian Bridge, Buena Park, CA (Project Manager)
- Harzard Avenue Bikeway and Road Diet Project Report and Traffic Studies, Orange County, CA (Project Manager)
- Kline Drive Roadway and Storm Drain Improvements, Orange County, CA (Principal-in-Charge)
- 17th Street Separated Bikeway and Michigan Avenue Greenway Project, Santa Monica, CA (Project Manager)
- MacArthur Boulevard and Red hill Intersection Improvements, Irvine, CA (Principal-in-Charge)
- Moulton Parkway Smart Street Widening Improvements, Laguna Woods, CA (Principal-in-Charge)



Keith Rutherford, TE
Traffic Task Manager

As a traffic engineer with more than 36 years of broad industry experience, Keith has a robust background in transportation analysis and preparing design plans, performing technical analyses and studies, preparing various reports, and designing improvement plans for numerous roadway and bikeway projects throughout Southern California. Keith has also served as an on-call consultant to public agencies, providing road alignment studies; highway and street improvements design, including geometric studies, interchanges, and ramps; and traffic engineering, including site impact studies, parking and bikeway studies, bus operations, signing, striping, traffic signal, and traffic control plan design.

Education

- MS, Civil/Transportation Engineering
- BS, Administrative Studies

Registrations

- Traffic Engineer #6147, CA

Relevant project experience

- Lakewood/Rosemead Boulevard at Telegraph Road Improvements, Downey, CA (Traffic Engineer)
- Lakewood Boulevard Improvements, Phases 3B and 3C, Downey, CA (Traffic Task Lead)
- Bison Avenue, San Joaquin Hills Road, and San Nicholas Pavement Rehabilitation, Newport Beach, CA (Traffic Design Task Manager)
- Irvine Avenue Pavement Rehabilitation, Newport Beach, CA (Traffic Task Leader)
- Newport Boulevard Widening, Newport Beach, CA (Traffic)
- Jamboree Road Widening, Newport Beach, CA (Traffic)
- Oso Parkway Roadway Widening, Mission Viejo, CA (Traffic Design Task Manager)
- Santa Margarita Parkway, La Promesa and Coto de Caza Drive Rehabilitation Projects, Rancho Santa Margarita, CA (Project Manager)
- Howard Way, Century Place and 16th Street Roadway Rehabilitation, Costa Mesa, CA (Traffic Task Leader)
- Newland Street Improvements, Westminster and Huntington Beach, CA (Traffic Task Leader)



Gilberto Ruiz
Environmental Task Manager

Gilberto has 29 years of experience preparing and managing environmental documentation required under the National Environmental Policy Act (NEPA) and California Environmental Quality Act (CEQA) for various urban infrastructure projects, including public works, transportation, residential, and commercial projects. He has managed the preparation of Initial Studies (ISs), Mitigated Negative Declarations (MNDs), Environmental Assessments (EAs), Environmental Impact Reports (EIRs), and Environmental Impact Statements (EISs) for both public and private projects. Gilberto has considerable experience in transportation, urban development, and land use planning. He is familiar with state and federal Clean Water Act (CWA) and Endangered Species Act (ESA) compliance requirements and has successfully processed permits under both acts. Gilberto has also served on national and state advisory panels and committees addressing issues concerning transportation and biodiversity.

Education

- MA, Urban and Regional Planning

Relevant project experience

- Centennial Corridor PA&ED, Bakersfield, CA (Project Manager)
- I-405 Widening, Orange County, CA (Deputy Project Manager)
- Fullerton Road Corridor Improvements Environmental Impact Report (EIR), Hacienda Heights, CA (Project Manager)
- SR 178 Widening, Bakersfield, CA (Project Manager)
- I-605 Corridor Improvements Project, Los Angeles, CA (Deputy Project Manager)
- Potrero Boulevard Improvement Project, Riverside, CA (Deputy Project Manager)



Dan Hayes, PE
Drainage/Water Quality Task Manager

Dan has 24 years of civil engineering experience with extensive experience in structural analyses and design, and preparation of design plans, specifications and cost estimates for retaining walls, water systems, pump stations, channels, dams and reservoir facilities. He has been involved in the structural analysis and design of several retaining walls, water recharge and flood control projects in Riverside, San Bernardino, Orange, and Los Angeles counties.

Education

- BS, Civil and Environmental Engineering

Registrations

- Professional Engineer #63132, CA

Relevant project experience

- Trabuco Remington Intersection Improvements, Irvine, CA (Structure Engineer)
- Mitigation Basin 5 Storm Drain Improvements, Covina Hills, CA (Structural Engineer)
- Newport Boulevard Widening, Newport Beach, CA (Structural Engineer)
- Queda Way Retaining Wall Replacement and Drainage Project, Laguna Beach, CA (Structural Engineer)
- Warner Avenue Box Culvert Main to Rouselle, Santa Ana, CA (Project Engineer)
- Phase 2 and 3A Storm Drain Improvements, Covina, CA (Project Engineer)
- Sennett Creek Stabilization, Los Angeles, CA (Structural Engineer)



Greg Sebourn, PLS, M. ASCE
Survey and Mapping Task Leader

Greg has more than 22 years of professional experience in numerous ES aspects of land surveying and mapping. His expertise includes

business development; project management; client management; and surveying, mapping, and map checking services. Greg works with public and private entity clients throughout Southern California. Some of his municipal projects included the Anaheim Stadium properties subdivision, monument preservation efforts; and design topographic, and construction surveys for pavement, sewer, and right-of-way improvement projects. In addition, Greg has extensive experience in land surveying and mapping education, and is an adjunct faculty at Rio Hondo College, a guest lecturer at Santa Ana College, and serves on the Cal Poly Pomona Civil Engineering Advisory Council.

Education

- AS, Survey

Registrations

- Professional Land Surveyor #8395, CA

Relevant project experience

- Lakewood/Rosemead Boulevards at Telegraph Road Improvements, Downey, CA (Project Surveyor)
- Lakewood Boulevard Improvements Phases 3B and 3C, Downey, CA (Survey and Mapping Task Leader)
- Interim City Surveyor for the City of Huntington Beach, Huntington Beach, CA (Principal-in-Charge)
- Newport Boulevard Widening, Newport Beach, CA (Survey and Mapping Task Leader)
- Oso Parkway Widening and Rehabilitation, Mission Viejo, CA (Survey and Mapping Task Leader)
- Bison Avenue, San Joaquin Hills Road, and San Nicholas Pavement Rehabilitation, Newport Beach, CA (Survey and Mapping Task Leader)
- Irvine Avenue Pavement Rehabilitation, Newport Beach, CA (Survey and Mapping Task Leader)
- 3rd Street Pavement Rehabilitation Project, Downey, CA (Survey and Mapping Task Leader)
- Camino De Los Mares Improvements, San Clemente, CA (Survey and Mapping Task Leader)
- Fairview Road Safety Improvements, Costa Mesa, CA (Survey and Mapping Task Leader)



Dave Lew, PE
Roadway Design

Dave has more than 10 years of professional engineering experience in both public and private projects. His technical experience involves design

and preparation of plans, specifications and estimate packages for roadway improvements, residential improvements, site improvements, water and sewer systems, and structural design projects. Additionally, Dave has extensive knowledge in AutoCAD and Civil 3D software.

Education

- BS, Civil Engineering

Registrations

- Professional Engineer #88915, CA

Relevant project experience

- Lakewood/Rosemead Boulevards at Telegraph Road Improvements, Downey, CA (Civil Designer)
- Lakewood Boulevard Improvements Phases 3B and 3C, Downey, CA (Civil Designer)
- Paramount Boulevard Median Island Improvements, Downey, CA (Civil Design)
- Newport Boulevard Widening and Rehabilitation, Newport Beach, CA (Civil Designer)
- Oso Parkway Widening and Rehabilitation, Mission Viejo, CA (Civil Designer)
- 3rd Street Pavement Rehabilitation Project, Downey, CA (Project Engineer)
- Gardendale Street Pavement Rehabilitation, Downey, CA (Civil Designer)
- Bison Avenue, San Joaquin Hills Road, and San Nicholas Pavement Rehabilitation, Newport Beach, CA (Project Engineer)
- Irvine Avenue Pavement Rehabilitation, Newport Beach, CA (Civil Designer)
- Camino De Los Mares Improvements, San Clemente, CA (Project Engineer)
- Fairview Road Safety Improvements, Costa Mesa, CA (Civil Designer)

**BJ Swanner**

Right-of-Way Engineering (Epic Land Solutions)

BJ has more than 14 years of experience at EPIC and as the Los Angeles Area Regional Manager for

Epic Land Solutions, Inc. (EPIC), BJ has managed countless right of way projects for public infrastructure projects across Southern California. BJ developed EPIC's right of way project development services, with dedicated teams providing conceptual feasibility studies, cost estimates, and, ultimately, property appraisal, acquisition, and relocation assistance for public agency projects. BJ seeks to minimize community impacts, costs, and risks to the public agencies from project initiation through the acquisition phase. BJ is skilled at identifying potentially costly or long-lead acquisitions that can protract project timeframes. BJ is also a key designer of EPIC's ArcGIS mapping solutions for web-based cost estimation and project integration with CAD designs.

Education

- BA, Geography Emphasis in GIS and Remote Sensing

Relevant project experience

- Eastern Avenue and Florence Avenue Intersection Improvements, Bell Gardens, CA
- Lakewood Boulevard and Florence Avenue Intersection Improvement Project, Downey, CA
- Palmdale Blvd (SR-138)/SR-14 Intersection PA&ED, Palmdale, CA
- Euclid Street and Glenoaks Avenue Intersection Improvements, City of Anaheim, CA
- Harvard Avenue and Michelson Drive Intersection Improvements PA&ED, Irvine, CA
- San Gabriel Intersection Improvement Projects PA&ED, San Gabriel, CA
- On-Call Right of Way Acquisition Services for Proposed Intersection Improvement Projects, Los Angeles, CA
- Real Estate Impact Assessment for SR-91/I-605/I-405 Corridor "Hot Spot" Feasibility Study, Long Beach, Bellflower, and Paramount, CA

**Shawn Ariannia, PhD, PE, GE**
Geotechnical/Materials Report (Geo-Advantec)

Dr. Ariannia has more than 37 years of experience in design, supervision, and technical management of

transportation, transit, and different types of public projects in structural and geotechnical fields. During the last two decades, he has performed geotechnical engineering services for various types of projects in Southern California including highway/transportation, PA/ED and PS&E studies for Caltrans/Metro highway projects, bridges, parking structures, aviation, ports, educational facilities, and numerous CIP/pavement and vertical/building projects for various cities and municipalities. Dr. Ariannia has extensive experience in Metro Highway Program PA/ED and PS&E projects and a vast knowledge of Caltrans regulations related to highway design. He has supervised complex and large transportation geotechnical engineering projects.

Education

- PhD, Geotechnical Engineering
- MS, Civil Engineering
- BS, Civil Engineering

Registrations

- Registered Geotechnical Engineer #2824, CA
- Professional Engineer #65642, CA

Relevant project experience

- On-Call Geotechnical & Material Testing Services, Orange County, CA (Principal Geotechnical Engineer)
- As-Needed Geotechnical Professional and Technical Services, Los Angeles, CA (Principal Geotechnical Engineer)
- Geotechnical Services for PA/ED and PS&E for SR-91 from Atlantic Avenue to Cherry Avenue, Long Beach, CA (Project Manager / Principal Geotechnical Engineer)
- Pavement Engineering for Intermodal Transportation Facility West (ITF West) Landside Access Modernization Program Automated People Mover (APM) Project, Los Angeles, CA (Project Manager / Principal Geotechnical Engineer)
- Geotechnical Monitoring and Testing Services for Pavement Renovation on Garfield Ave., Triggs St., Sheila St. and Gage Ave., Commerce, CA (Principal Geotechnical Engineer)

Approach to Scope of Services



Project Understanding and Approach

The project is located within the City of Maywood along the congested I-710 Freeway corridor. The proposed improvements have been identified in the I-710 Congestion Relief Program to help alleviate congestion and improve traffic flow. The City of Maywood (City) is seeking a qualified consultant to provide comprehensive professional services for the Slauson Avenue and Atlantic Boulevard Congestion Relief Improvements. We understand that the intent of this project is to alleviate congestion along the Slauson Avenue Corridor within the City of Maywood by:

- Providing intersection widening improvements at the Slauson Avenue and Atlantic Boulevard intersection to add additional left turn lanes in the eastbound and northbound directions; and,
- Providing traffic signal upgrades (including adding protective left-turn phases) and traffic signal synchronization along Slauson Avenue between Maywood Avenue and Atlantic Boulevard.

Slauson Avenue and Atlantic Boulevard are major highways per Figure C-2 “Master Circulation Plan” of the City’s General Plan, and their posted speed limits are 35 mph. Both streets are truck routes per Figure C-3 “Truck Route System” of the City’s General Plan, so any improvements to the intersection will need to accommodate heavy truck traffic flows, while providing safe and efficient movements for non-truck motorists, bikes and pedestrians. Neither Slauson Avenue nor Atlantic Boulevard have existing bike lanes, and Figure C-4 “Master Plan of Bikeways” does not indicate these

roads as bike routes. However, Class II bike lanes are proposed along Slauson Avenue in the “Gateway Cities Strategic Transportation Plan”, so the intersection improvements should allow for bike lanes on Slauson Avenue, if possible.

Slauson Avenue and Atlantic Boulevard generally consist of two travel lanes in each direction within the project limits. These lanes are separated by either raised or painted medians, and the adjacent developments are typically commercial. The intersection of Slauson Avenue and Atlantic Boulevard consists of decorative concrete pavement with natural grey concrete approaches. On-street parking currently exists in some segments, and since the City’s General Plan indicates that parking is a premium along these two roads, on-street parking will need to be maintained with the intersection widening improvements, if possible. There are four (4) existing Metro bus stops with bus shelters near the Slauson Avenue and Atlantic Boulevard intersection. These bus shelters will be impacted as part of the intersection improvements, and some may require relocation to accommodate the dual left-turn lane movements.

Sidewalk widths at the Slauson Avenue and Atlantic Boulevard intersection vary between 10-feet and 15-feet, which will allow some roadway widening to occur without encroaching into private properties. However, based on our initial alternatives, we believe that some right-of-way acquisition will be required for widening. Several utilities such as street lights and fire hydrants will also need to be relocated to accommodate the widenings. Our design will consider various alignment alternatives to reach a balance between the needs of the planned traffic volumes and minimizing right-of-way acquisition and impacts to

private properties. We will work with you to find a solution that meets the goals of the project with the least disruption and cost.

Based on your objectives identified in the RFP, the project will consist of the following phases:

- A. Preliminary Design - Concept Drawings
- B. Environmental Analysis (Project Approval and Environmental Document)
- C. Final Design - Plans, Specifications, and Estimates

Consulting services to be provided for each of the tasks outlined above are further described in our [Work Plan](#).

Finally, we understand that the City plans on funding the professional services contract by Metro R funds (non-federal).



Key Project Issues

Understanding and managing the key issues associated with the project will be critical to the success of the design. We have visited the project site and reviewed the materials provided with the RFP to familiarize ourselves with the existing improvements and project implementation issues. To better understand the right-of-way, private property, and existing infrastructure impacts associated with the intersection widening improvements, we prepared two (2) Preliminary Concept Plans (Figures 1 and 2) using various lane widths and Caltrans geometric design standards. Based on this preliminary analysis and the information provided, we have identified the following issues that will require close coordination and special design attention and detail for this project. Please also refer to the Key Project Elements (Figure 3).

Traffic Operational Analyses for Intersections Improvements

The traffic operational analysis study is a critical component of the project and will confirm and identify critical design parameters for the intersection widening improvements. This study will establish the foundation for the design, such as required left turn storage lengths, that will ultimately determine the full utility and right-of-

way impacts of the project. The program package 'Synchro/ SimTraffic' will be used for the operational analysis to analyze new weekday AM and PM peak hour traffic data collected specifically for this study. This traffic model will provide a simulated and animated view of vehicle movements on all approaches of the intersection and verify turning and through movement queue lengths based upon traffic volumes.

Intersection Geometrics

The recommendations of the traffic operation analysis study will be the basis of the intersection geometrics. Up to three (3) alternatives will be developed and included in the Project Study Report and the preferred alternative will be further developed into the 35 percent Conceptual Layout Plan. This plan should meet the project goals, reduce construction costs, and minimize right-of-way acquisition and unavoidable impacts to private properties. This requires several trade-offs in the roadway design to develop the ideal plan.

Lane Widths

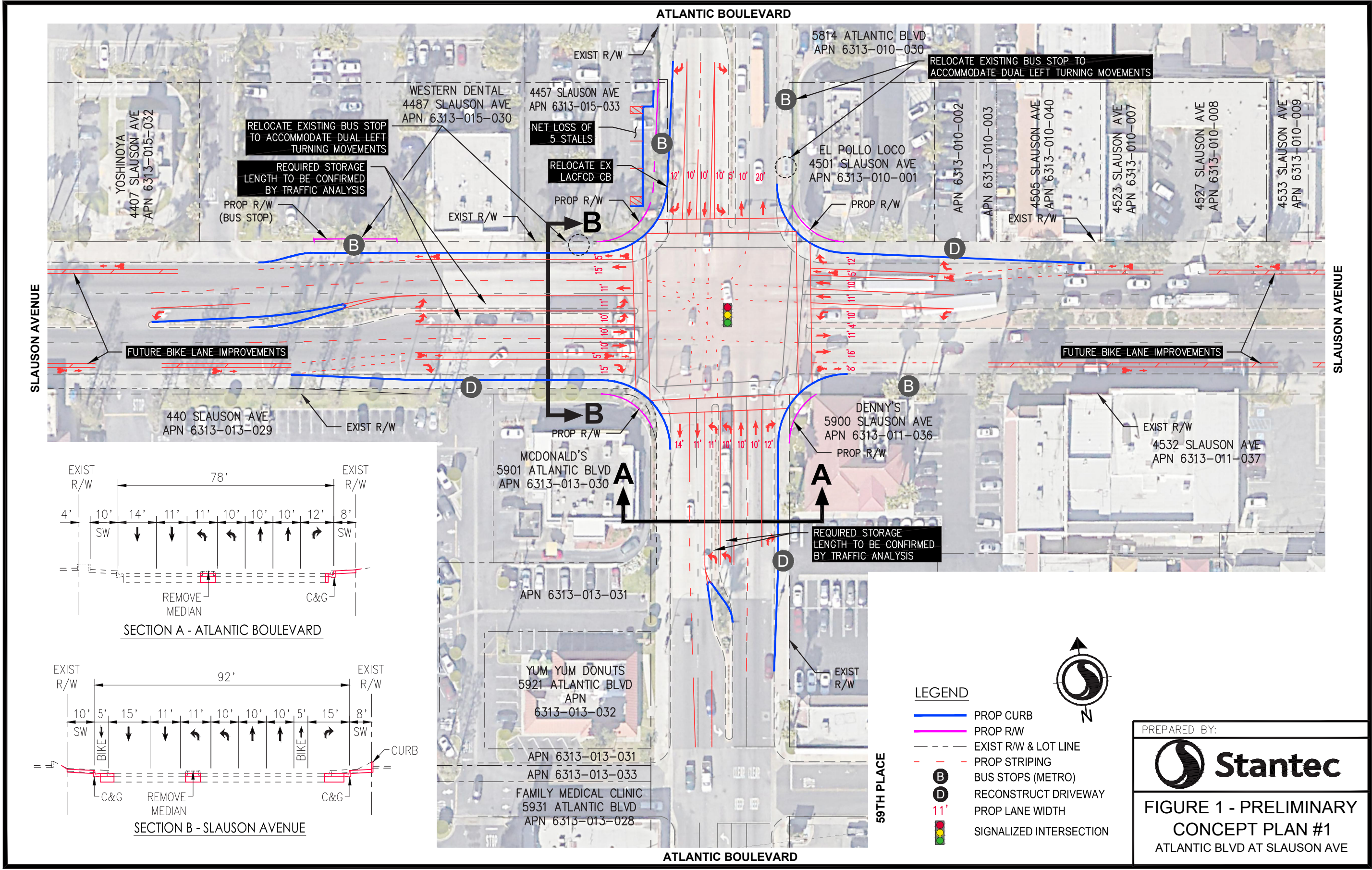
Typical travel lane widths vary from 10-feet to 12-feet. Research has shown that narrower lane widths can effectively manage speeds without decreasing safety, and that wider lanes do not correlate to safer streets. Additionally, wider travel lanes also increase exposure and crossing distance for pedestrians at intersections and require more room which has a greater impact to private properties. We typically recommend using a minimum travel lane width of 11-feet, if possible. However, travel lanes widths can be reduced to 10-feet, if necessary, to accommodate bike lanes or reduce impacts to private properties.

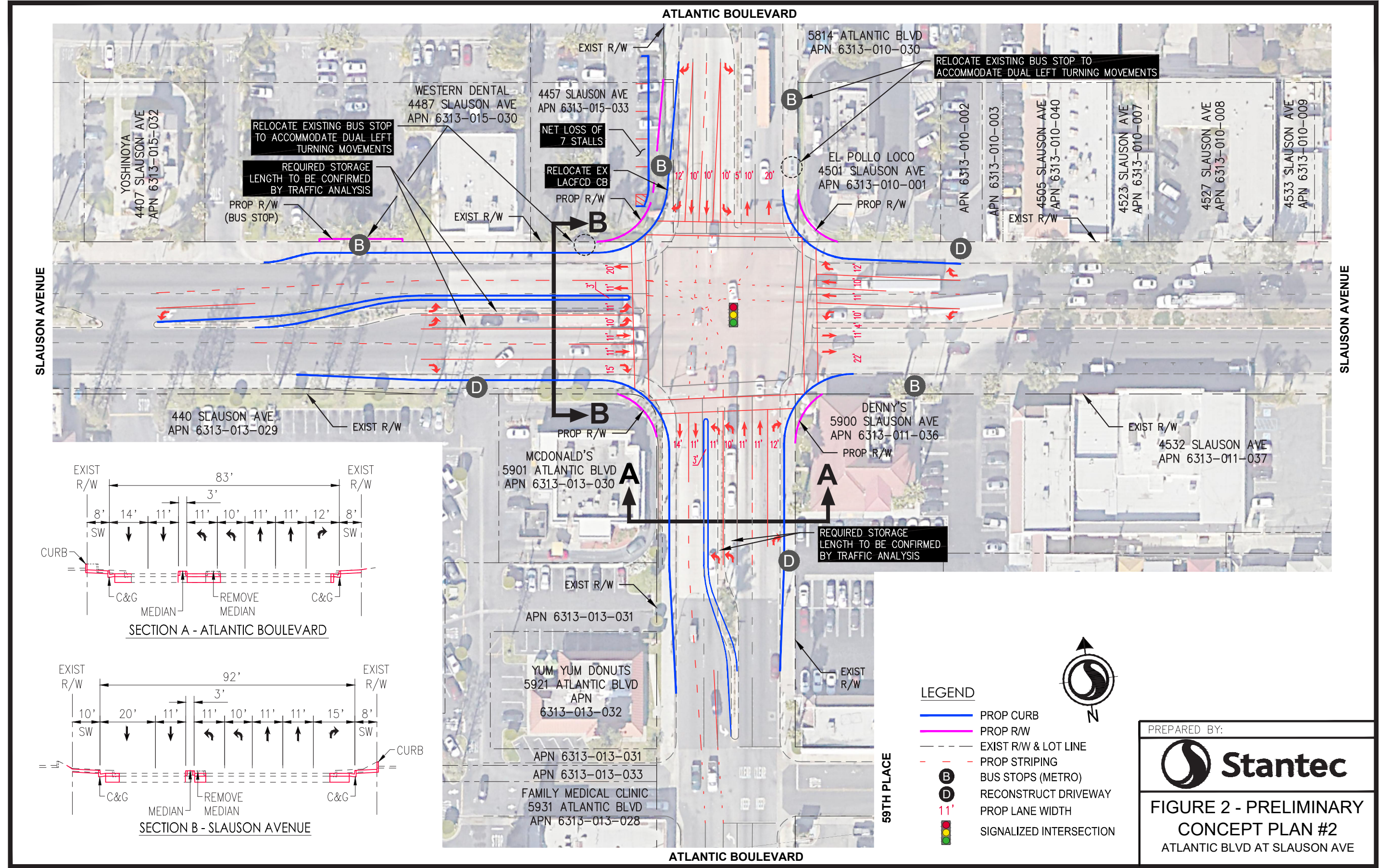
For example, our Preliminary Concept Plan #1 (Figure 1) primarily uses 10-foot travel lanes, which allows for bike lanes along Slauson Avenue and creates less impact to the McDonald's parcel than Preliminary Concept Plan #2 (Figure 2) does. However, if bike lanes aren't required, then 11-foot travel lanes as shown in Preliminary Concept Plan #2 may be an option.

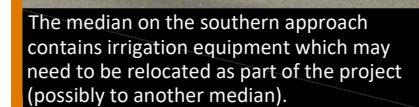
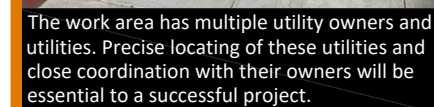
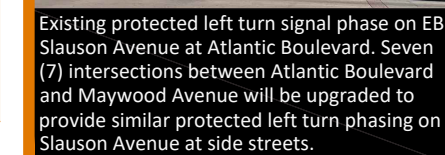
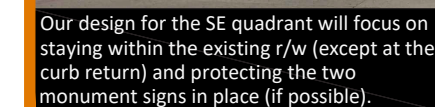
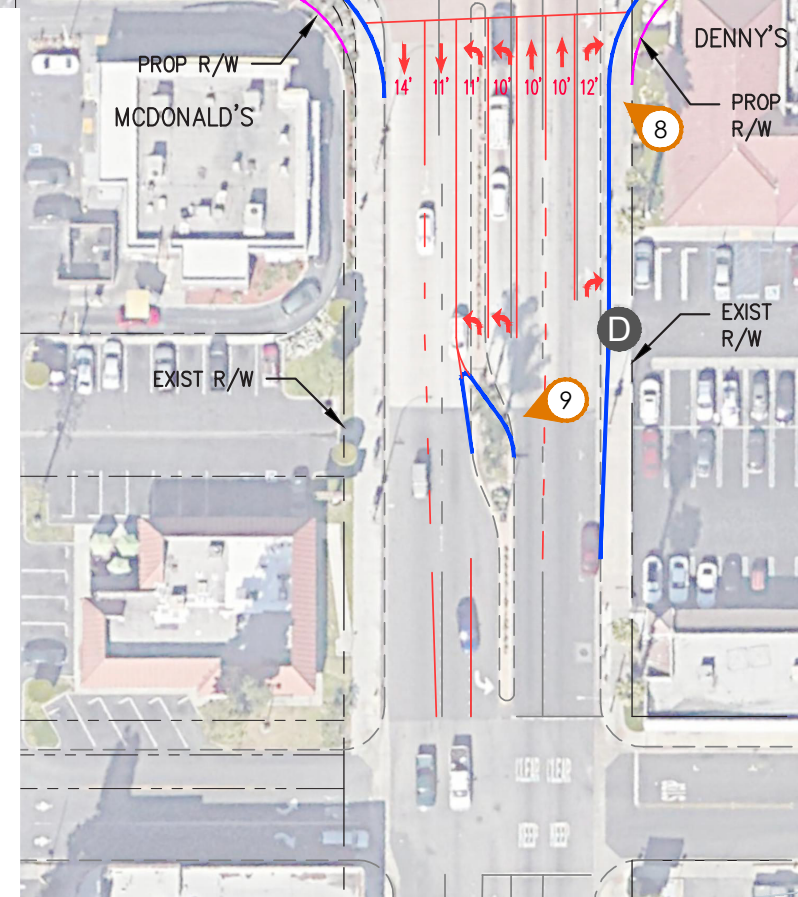
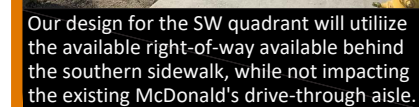
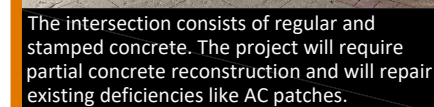
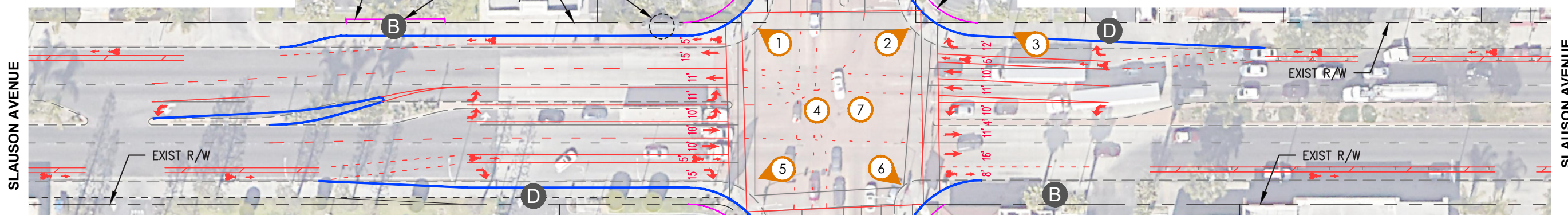
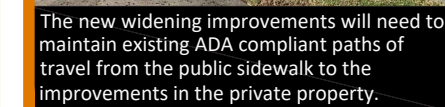
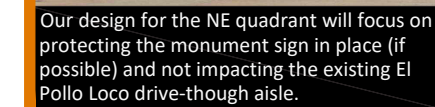
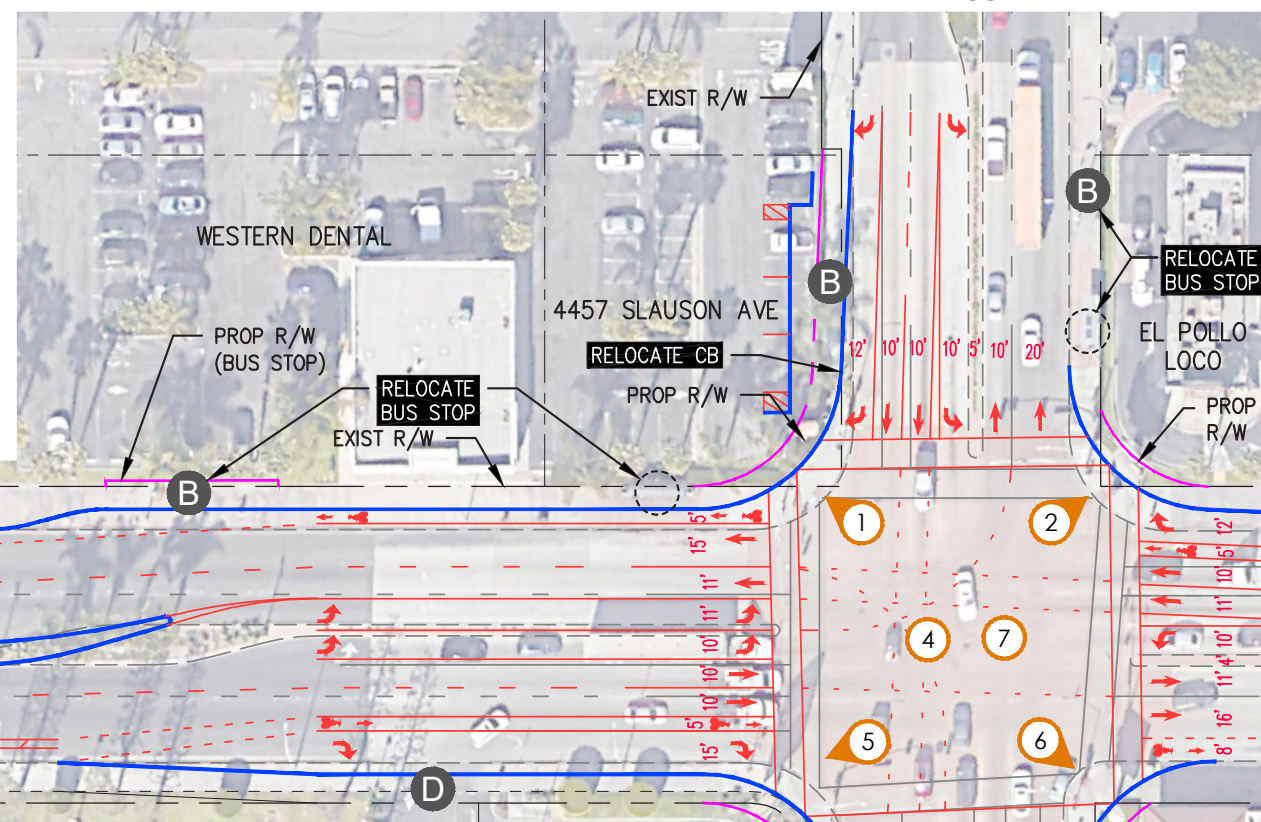
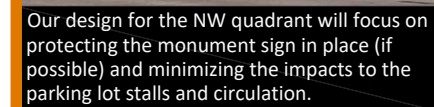
Sidewalk Widths

Existing sidewalk widths at this intersection vary from 10-feet to 15-feet. Figure C-1 "Roadway Cross-Section by Classification" of the City's General Plan indicates 8-feet as the minimum sidewalk width for Major Highways. Therefore, we would recommend the minimum sidewalk width to be 8-feet with a few exceptions:

- The minimum width at bus stops should typically be 10-feet to provide adequate room for the bus stop shelter, furnishings, accessible boarding area, and minimum ADA clear zone for pedestrian access in front of the shelter. If necessary, sidewalk pop-outs can be provided at the back of the shelter to accommodate wider sidewalk widths near bus stops.







 PROP CURB
 PROP R/W
 EXIST R/W & LOT LINE
 PROP STRIPING
 KEY CONSTRAINTS AND ISSUES
 BUS STOPS (METRO)
 RECONSTRUCT DRIVEWAY
 PROP LANE WIDTH
 SIGNALIZED INTERSECTION


Stantec

FIGURE 3
KEY PROJECT ELEMENTS
ATLANTIC BLVD AT SLAUSON AVE

- The sidewalk should also be wide enough to accommodate adequate ADA clearances around above ground improvements such as street lights, utility cabinets, and tree wells.

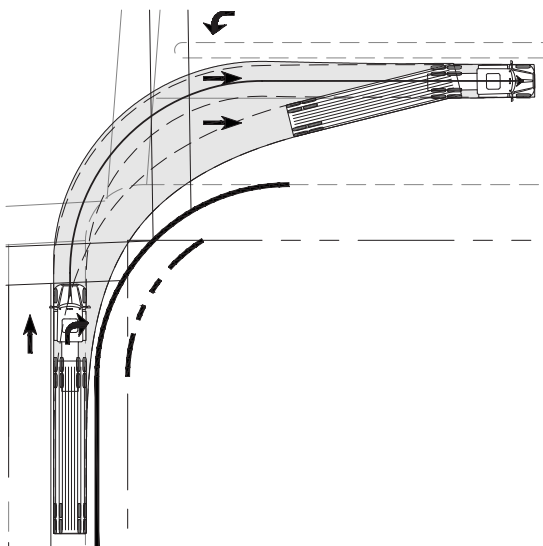
Raised Medians

The existing intersection has raised medians which extend to the crosswalks. Raised medians are beneficial because they provide physical separation of opposing travel lanes, they prevent illegal left-turn movements in and out of driveways, and they can be constructed out of decorative pavement and planted with landscaping which helps beautify the intersection. We typically recommend raised medians with a minimum width of 3-feet adjacent to left-turn pockets to accommodate signs at the median noses. However, medians can be eliminated, if necessary, to provide bike lanes or reduce impacts to private properties.

For example, our Preliminary Concept Plan #1 does not include raised median noses along Slauson Avenue, which allows room for bike lanes. This concept also does not include the median nose along Atlantic Avenue, south of the Slauson which creates less impact to the McDonald's parcel than Preliminary Concept Plan #2 does. If raised medians are preferred (as shown in Preliminary Concept Plan #2), then there will likely be greater impact to private properties and require more right-of-way acquisition.

Truck Turning Movements

Both Slauson Avenue and Atlantic Boulevard are designated as truck routes per the City's General Plan. Therefore, it is critical that the intersection is designed to accommodate large trucks for left- and right-turn movements. We typically chose the Caltrans CA-Legal 65-foot truck as the truck design vehicle and use AutoTurn to check the turning movements. Since there are only two receiving travel lanes, right-turn movements typically required larger curb return radii (50-feet) to



accommodate the design vehicle. Dual left-turn movements also need to be designed so that trucks turning from the #2 left-turn lane don't encroach into the path of passenger vehicles turning from the #1 left-turn lane. Finally, opposing left-turn movements need to be checked for conflicts and, if necessary, split or lead/lag phasing is required to mitigate conflicting left-turn movements.

Right-of-Way Acquisition and Private Property Impacts

Based on our Preliminary Concept Plans, we have identified between four (4) to six (6) parcels potentially impacted by the new improvements and require partial right-of-way acquisitions. The majority of these properties will be impacted to construct the new curb returns to accommodate the large truck movements. Our goal will be to keep all other improvements within the existing right-of-way, if possible, and minimize impacts to these private properties. In addition to these permanent takes, Temporary Construction Easement (TCE's) at all locations will be required to facilitate construction.

Commercial Center Parking Lot (Northwest Quadrant)

The existing Western Dental building to the west will need to be protected in place and pedestrian access from the sidewalk will need to be maintained. Per our Preliminary Concept Plans, up to seven (7) parking stalls may be impacted, depending on whether raised medians are provided, and the minimum lane width preferred. A small retaining curb may be needed between the parking lot and back of sidewalk due to the grade differential between the parking lot and existing sidewalk. There is also a large monument sign that may be impacted.

In addition, the existing bus stop fronting this property will need to be relocated further west so that stopped buses don't block vehicles making turns from the new #2 left-turn lane. This may require a small encroachment into private property to provide room for the new bus stop.

Our design efforts for this quadrant will focus on minimizing the impacts to the parking lot stalls, relocating the existing bus stop to a location which does not impact the circulation of the intersection, and protecting the existing monument sign in place, if feasible. If the monument sign does need to be relocated, we assume that this will be handled by the property owner as part of the right-of-way acquisition negotiations. This assumption applies to all private monument signs on the project.

El Pollo Loco Restaurant (Northeast Quadrant)

The property includes a small landscaping area between the back of sidewalk and drive-through aisle. Pedestrian access to the property from Slauson Avenue will need to be maintained and a portion of existing railing along

Atlantic Boulevard will need to be relocated. There is also a large monument sign that may be impacted. Finally, the existing bus stop will need to be relocated further north so that stopped buses don't block vehicles making turns from the new #2 left-turn lane.

Our design efforts for this quadrant will focus on not encroaching into the drive-through aisle, relocating the existing bus stop to a location which does not impact the circulation of the intersection, and protecting the monument sign in place, if feasible.

McDonald's Restaurant (Southwest Quadrant)

The property includes a landscaping area between the back of sidewalk and drive-through aisle. The landscaping area along Atlantic Boulevard is very narrow and includes a small retaining curb. Our Preliminary Concept Plan #1 protects this parkway in place. However, Preliminary Concept Plan #2 impacts it and may require reconstruction of the existing retaining curb.

The landscaping area along Slauson Avenue is wider which provides more room for the widening improvements. There is also a pedestrian ramp adjacent to the right-of-way, which may need to be reconstructed. However, the improvements cannot move it further into the property without impacting the functionality of the drive-through aisle. Finally, there is a large monument sign that may be impacted.

Our design efforts will focus on not encroaching into the drive-through aisle and protecting the monument sign in place, if feasible.

Denny's Restaurant (Southeast Quadrant)

The property includes a landscaping area between the back of sidewalk and the building. Pedestrian access to the property from Atlantic Boulevard will need to be maintained, and there are two (2) large monument signs that may be impacted.

Our design efforts will focus on not encroaching beyond the existing right-of-way (except at the curb return) and protecting the monument signs in place, if feasible.

Environmental Documentation

Land uses along Slauson Avenue between Atlantic Boulevard and Maywood Avenue are characterized by retail and other commercial-related uses. Sensitive receptors, such as residential uses (primarily single-family) are located behind these uses and are largely screened and/or protected from noise and other environmental factors. The synchronization of signals along the corridor is not anticipated to result in potentially significant impacts, per the California Environmental Quality Act (CEQA). The proposed widening of the intersection at Atlantic Boulevard and Slauson Avenue however, could result in short-term potentially significant impacts related to traffic, air quality, noise, cultural resources, paleontological resources, and utilities and



services. No long-term potentially significant impacts are anticipated. Overall, all impacts are anticipated to be able to be addressed and reduced to less than significant levels through the implementation of standard Best Management Practices or mitigation measures.

Utility Coordination and Relocations

Multiple utility owners are located at this busy intersection, and some will be impacted by the widening improvements. The utilities observed to potentially be impacted by the improvements include fire hydrants, street lights, electrical equipment, and various pull boxes, valves, and manholes. We will work diligently with the utility companies to confirm ownership, location, and depth of facilities. We will also lead efforts to determine any utility facilities that may interfere with the proposed improvements and coordinate the relocation or adjustment of all utilities impacted by the new construction.

Traffic Safety and Maintaining Access During Construction

The project is in a heavily traveled and congested area, and commercial businesses line the corridor. It will be important to maintain vehicle and pedestrian access to the businesses and minimize disruption during construction. The specifications will identify provisions that require the Contractor to maintain safe vehicular and pedestrian access to these business at all times during construction. Specific items that we will address in the specifications include, but are not limited to:

- Working hours
- Temporary lane closure hours and restrictions
- Requirements for driveway replacements
- Identification of traffic control standards, and
- Emergency vehicle access

If requested, we will also assist the City in reviewing the traffic control plans prepared by the Contractor. The traffic control plans and concrete pavement specifications will also address lane and intersection closures for installation of concrete pavements. If necessary, "High Early Strength Concrete" should be considered to minimize road and driveway closures.

Traffic Signal Equipment Upgrades and Synchronization

This project includes nine (9) traffic signals along the Slauson Avenue Corridor between Atlantic Boulevard and Maywood Avenue. Currently only two (2) of these signals located at Atlantic Boulevard and Everett Avenue provide protected left turn signal phasing on Slauson Avenue at the side street intersections. The project upgrade signal improvements include providing new protected left turn phasing at these intersections and other upgrades anticipated to include but not limited to replacement of existing 8-inch vehicle heads with new 12-inch signal heads, replacing missing or damaged signal backplates, non ADA-compliant pedestrian push buttons, and non-standard controller cabinets, and other upgrades confirmed and approved by the City/County. The project intersection capacity improvements at Slauson/Atlantic and the new signal phasing throughout the remainder of the corridor will necessitate updated signal timing and coordination parameters to achieve optimal performance and vehicle progression. Using the Scenario Manager feature of Synchro 11, timing and coordination plans will be developed for up four (4) time periods anticipated to be weekday AM, midday, and PM peak hours, and one weekend day period. Signal upgrade and timing/coordination improvements will be coordinated with the Los Angeles County Department of Public Works Traffic Division who maintains the City traffic signals.



Work Plan

Phase A- Preliminary Design – Concept Drawings

Task A.1 – Kick-Off Meeting

Following the notice to proceed, we will schedule and attend a kick-off meeting with you to: establish the lines of communication, review and refine the project scope of work and schedule, if needed, establish design guidelines, discuss project parameters and constraints, and obtain background information.

Task A.2 – Field Visit

We will perform a field walk with sketchbook and digital camera to verify and identify noteworthy features of the existing improvements and impact to private properties. These features will include visible utilities, parking, structures, signs, traffic and pedestrian circulations, non-compliant ADA access improvements, nuisance flow drainage problems, traffic control devices, and landscape areas.

We will determine and mark on the plans the limits of reconstruction, visible deficiencies such as damages to the existing curb, gutter and sidewalk, existing concrete removals, as well as ties in with existing improvements. We will meet with you to review and confirm the proposed median, sidewalk, pavement rehabilitation, and landscaping improvements before proceeding with the final design plans.

Task A.3 – Research and Data Collection

We will research and obtain available as-built record street improvements, utility plans, and record survey drawings from the City, County of Los Angeles, Metro and utility companies. Stantec will review the City of Maywood General Plan Circulation, I-710 Congestion Relief Program and other plans and reports pertaining to the ultimate build-out of Slauson Avenue and Atlantic Boulevard and traffic operations along the Slauson corridor.

Task A.4 – Right-of-Entry Permit - N/A

Task A.5 – Traffic Analyses and Study

Stantec will perform an operational analysis of the Slauson Avenue and Atlantic Boulevard intersection to confirm the level of service (LOS) provided by the addition of a second northbound and eastbound left turn lanes. The analysis will also identify design parameters, including but not limited to, the dual left-turn pocket storage lengths and intersection geometrics. Intersection LOS will be determined using both the Highway Capacity Manual (HCM) Operations Method and using Intersection Capacity Utilization (ICU) analysis. We will analyze

existing 2022 weekday AM/PM peak hour volumes under existing and project improvement conditions. Weekday AM/PM peak hour intersection turning movement volumes will be counted new for this project.

We will prepare a summary memorandum report including all tables, figures, and text as required to document the analysis methodologies, conclusions, and recommendations for the project improvements. The memorandum will include all traffic data and level of service (LOS), delay, and queuing back-up calculations in the appendix. The report will be revised to incorporate City review comments, if necessary, for approval. The design parameters identified and confirmed in the approved analysis will be used as the basis for preparation of the project improvements concept plan.

Task A.6.1 – Topographic Field Survey

Stantec will perform a field topographic survey at 25' interval cross sections for roadway approaches and 10' interval sections for intersection to document existing site topography and planimetrics within the area of proposed improvements. The survey limits will include the intersection of Slauson Avenue at Atlantic Boulevard (see proposed topographic limits below). Substantial, visible improvements will be located within the project limits, including buildings, walks, curbs, drives, gutters, walls, trees, and fences. Visible indications of surface utilities will also be located, as will lid/rim elevations for drainage structures present.

Monuments will be observed to retrace the centerlines and rights-of-way of Slauson Avenue within the project limits. The results will be incorporated into a base-map illustrating existing right-of-way conditions. Available agency research, prior surveys, and assessor parcel maps will be used to prepare the base-map. This will not be a full and complete boundary survey of the adjacent land parcels except as noted in Task A.7. Survey monuments



Proposed Topographic (Terrestrial) Limits

located and indicated on the survey will be limited to existing, centerline monuments found along said Slauson Avenue from Downey Road to King Avenue.

Task A.6.2 – Topographic Aerial Survey

Current aerial topography and existing planimetrics data will be obtained for the site. The photography will be flown for use at a scale of 1" = 40', with contours compiled at 1-foot intervals. Spot elevations and existing site features identifiable from photography will also be compiled. In an effort to provide sufficient coverage for design, the aerial limits will extend to cover Slauson Avenue from Downey Road to King Avenue (see proposed aerial limits below). This line item includes the field work to set horizontal and vertical control required for the aerial effort, which will be based on the California Coordinate System of 1983 (CCS83) and the North American Vertical Datum of 1988 (NAVD88) based on a Los Angeles County Benchmark in the vicinity.

A color digital ortho-photo will be prepared from the photography. The ortho-photo will be a rectified image so as to closely match the compiled topography, providing the capability to prepare accurate, color exhibits on subsequent efforts.

Deliverables will include a digital CAD file containing the resulting base-map data.

Task A.7 – Boundary Survey - N/A

Task A.8 – Utility Research and Coordination

We will identify public utilities within the project limits and obtain available plans and atlases of existing utility facilities. We will coordinate all work with you and the respective utility companies to verify ownership, and the

location and depth of their facilities. We will also identify any utility lines or surface utilities that may interfere with proposed construction. We will compile accurate records of contacts and correspondence with utilities in a utility contact matrix and submit the compiled file to you.

The following seven utility owners have been identified by Dig Alert as possibly having facilities present within the Slauson Avenue and Atlantic Boulevard intersection project area, that will have to be addressed: AT&T, Crown Castle, Spectrum, MCI-Verizon, Maywood Mutual Water Company, SCE and SCG.

Task A.9– Base Mapping

We will prepare base maps and submit them as part of the 35 percent Concept Plan submittal. We will prepare this plan at 1"=40' scale, "double stacked" with two horizontal layout strips placed per sheet. The plan will include linework for existing curbs, gutters, sidewalk, curb ramps, driveways, and surface utilities. Mapping information will include the centerlines, right-of-way lines, property lines, and addresses.

In addition, the base map will show all known underground utility lines within the project limits. Existing utilities will be plotted based on the record drawings and atlases received from the utility companies and any utility information found in record drawings during our research. Their locations will be cross checked against the surface utilities found during our field review to confirm they are shown in the most accurate location possible.

Task A.10 – Identify Right-of-Way Acquisitions

EPIC will perform a right-of-way impact assessment to support the project's preliminary design. The right-of-way



Proposed Topographic (Aerial) Limits

impact assessment will determine right-of-way acquisition requirements, identify potential acquisition issues, and discuss other relevant considerations to accommodate the roadway widening and development build outs, including preservation of existing improvements and the scenic character of the area.

Based on the right-of-way requirements identified by the 35 percent Concept Plan provided by the design team, EPIC will prepare a preliminary right-of-way cost estimate that can be integrated into the overall project cost estimate. The right-of-way cost estimate will include costs for real property and rights (including temporary easement rights) as well as corresponding costs and fees (relocation costs, title reports, appraisal fees, escrow fees, right-of-way consultant fees, etc.).

For purpose of this proposal, it is assumed that EPIC will evaluate and prepare right-of-way cost estimates for one (1) Build Alternative for the project location at intersection of Slauson Avenue and Atlantic Blvd. widening it does not include professional services to negotiate and acquire rights of way. It is also assumed local funding and no Caltrans documentation requirements.

As part of this task, we will obtain preliminary title reports for the following parcels that may be impacted by the proposed intersection widening:

- 6313-010-001
- 6313-011-036
- 6313-013-029
- 6313-013-030
- 6313-015-030
- 6313-015-033

Task A.11 – Public Outreach Plan

Stantec will assist the City to develop a public outreach plan to engage community. Stantec will prepare flyers and exhibits for the City's use to post on the City's website. City will respond to any property owner's questions and provide notifications to affected stakeholders.

This task will include assisting the City with presentations at one (1) public workshop to discuss concerns of the property owners after the 50 percent or 90 percent submittals. We have also included in this task, presentations at one (1) City Council Meeting. We will provide the necessary services to schedule and conduct the meetings, including preparation of exhibits and staff reports per the City's direction. The City will assist in preparation and mailing out the notices to all adjacent properties. We will provide the community a clear description of the Project and its temporary impacts and long-term benefits. We have included tentative dates for the public community meetings in our proposed schedule which will be refined at our kick-off meeting.

Task A.12 – Project Study Memorandum (Memo)

We will summarize and prepare up to two (2) design alternatives including an ultimate preferred alignment. This document will be used by the City to program the schedule and funding and select the preferred alternative. Some of the key elements within the Memo are impacts to traffic, private properties (right-of-way acquisitions), and utilities.

The Memo will include analysis and identification of both design and construction alternatives that may be employed to reduce project costs and minimize impacts to the existing property frontages of affected businesses. This may include features such as an alternative for reduced travel lanes, and reduced lane transitions to reduce offsite impacts or major utilities. We will submit the alternatives to you for review and discussion during the concept/ preliminary design phase for approval prior to beginning the preparation of project documents.

The utilities impacted with the design will be identified along with the owner, prior rights, contacts, proposed disposition of the utility, and estimated cost of the utility impact. The permanent and temporary construction right-of-way impact will be identified geometrically on the Conceptual Layout Plan Alternatives with dimensions. The right-of-way information will be tabulated and include the ownership and proposed area for each impacted parcel. This table may also be presented on the Conceptual Layout Plan Alternatives, if preferred.

Task A.13 – Preliminary Cost Estimate

Stantec will compute quantities of construction materials and provide an engineer's opinion of probable construction costs for the preferred alternative in accordance with the City's format. The preliminary quantity/cost estimate will be based on the 35 percent level Concept Plan submittal. Unit prices will be based upon current cost information for a recent, similar project. If the estimated costs exceed the available budget, Stantec will coordinate with the City and provide recommendations for cost reductions.

Task A.14 – Preliminary Concept Plan (35 Percent)

Following completion of background research, field inventory, collection of survey data, traffic analysis, PSR and selection of the preferred alternative, we will prepare a concept plan at a scale of 1" = 20' with the topographic base map background depicting the precise geometric alignment and refinements to minimize right-of-way impacts. Impacts to existing pedestrian routes, driveways, utilities, drains, businesses, and landscape features will be shown on this plan. References to street names, parcels, fronting parcel lines and addresses of the properties will also be shown. The concept plan will be submitted to the City for review and approval.

Task A.15 – Geotechnical/Pavement Report

Our geotechnical work effort by Geo-Advantec Inc (GA) will include:

Pre-Drilling Phase

The following tasks will be performed before the commencement of field coring/drilling works:

- Perform site reconnaissance and mark the proposed coring locations.
- Obtain a no-fee permit from City.
- Clarification of underground utilities by contacting Dig-Alert.

Field Exploratory Works

The tasks to be performed for this part of the work consist of the following:

- Perform a second site visit prior to coring and review the marked utility lines by Dig-Alert.
- Finalize the work schedule for field operations and coordinate the fieldwork with City.
- Provide traffic control (per the WATCH Manual)
- Perform a total of two (2) cores within the project limits.
- Collect selected representative bulk samples of aggregate base and subgrade from the cored locations and transfer them to the laboratory.
- Backfill the holes and patch boreholes using cold patch asphalt or ready-mix rapid set concrete.

Laboratory Testing and Office Engineering

Samples will be tested in GAI's accredited laboratory facility to determine the engineering properties of the subsurface soils and base layers. The quantity of the tests will be determined based on the type of the encountered subgrade soils. A total of two R-value tests will be performed. The laboratory testing program, in general, may include some or all of the following tests:

- Sieve Analysis
- Percentage Passing #200 Sieve
- Atterberg Limits (for cohesive soils only)
- Expansivity Test (for cohesive soils only)
- R-value

Final Report

The final report, at a minimum, will include:

- A site plan showing the locations of the cores.
- A discussion of the subgrade materials encountered in the corings and their engineering properties.
- Results of pavement sections measurements.
- Results of pavement evaluation in terms of

pavement distress type, severity, and extent.

- Results of laboratory tests.
- Recommendations for Portland Cement Concrete (PCC) pavement, for two alternatives including lean concrete, and aggregate base/sub-base and discussion of lifespan and characteristics of different alternatives.
- Recommendation of using rapid set concrete due to the closure limitation.

Task A 16 – Drainage Evaluation and Storm Drain Design

We will evaluate the existing and relocated reconstructed catch basin(s) affected by the project. The project is not anticipated to adversely affect existing peak flows. The evaluation will be limited to the catch basins and laterals impacted by this project, and will not include onsite or offsite hydrology or main line storm drain evaluation. If deficiencies are identified, these deficiencies will be discussed with the City and addressed in the preliminary design of the project.

Phase B – Environmental Analysis and Documentation

Stantec will prepare an Initial Study (IS) and Mitigated Negative Declaration (MND) that complies with the California Environmental Quality Act (CEQA) Guidelines and conforms to the City's IS and MND format and typical thresholds for determining significant effects. It is assumed that Appendix G of the CEQA Guidelines (2022), or a similar format adopted by the City, will be used as the framework for the IS. Stantec will also prepare technical reports/memoranda to support the CEQA analysis as outlined below.

Prepare Initial Study

This task includes preparing a Draft IS for City review and comment and a Final IS that addresses City comments and suggested revisions to the Draft IS. The IS will include:

- Project description
- Environmental setting
- Potential environmental impacts and explanations to support findings
- Mitigation measures for any significant effects
- Consistency with plans and policies
- Names of parties responsible for preparation
- Resources utilized in preparation of the environmental document

Stantec will prepare an easy-to-read IS that will provide the audience with a clear understanding of the potential effects of the project. The IS will fully address the environment, as described by CEQA, as "the physical

conditions which exist within the area which will be affected by a proposed project including land, air, water, flora, fauna, noise, objects of historic or aesthetic significance." A detailed analysis of impacts that could occur as a result of project implementation will be presented for each resource area. Impacts will be assessed and described, and significance of impacts will be measured against criteria that have been established by regulation, accepted standards, or other definable criteria. In performing the environmental analysis, Stantec will rely on professional judgment, input from City staff members, and review of existing documentation. Information sources will be cited. The IS will specifically evaluate the following environmental factors:

- Aesthetics
- Agricultural and Forest Resources
- Air Quality
- Biological Resources
- Cultural Resources
- Energy
- Geology and Soils
- Greenhouse Gas Emissions
- Hazards and Hazardous Materials
- Land Use and Planning
- Mineral Resources
- Noise
- Population and Housing
- Public Services
- Recreation
- Transportation
- Tribal Cultural Resources
- Utilities and Service Systems
- Wildfire
- Mandatory Findings of Significance

Stantec will prepare a Draft MND including a Mitigation Monitoring & Reporting Program (MMRP) for City review and comment. Stantec will address the City comments and suggested revisions on the Draft MND and will prepare an MND for public circulation and review (to be undertaken by the City). The IS will be attached to the MND to support the findings. It is assumed that the City will provide copies to the State Clearinghouse, responsible and trustee agencies, and other interested stakeholders as well as completing noticing requirements.

Technical Reports

Biological Resources – Stantec will perform the following:

- Biological Survey Report & Letter

Traffic – Stantec will prepare a transportation assessment of the proposed Project, which will include a vehicle miles travelled (VMT) screening analysis.

Air Quality/GHG - Stantec will provide an air quality and greenhouse gas emissions study. Emissions modelling methodology and assumptions, model outputs, and CEQA Guidelines Appendix G checklist responses, will be provided. The analysis will follow guidance presented by the South Coast Air Quality Management District (SCAQMD).

Cultural Resources - Stantec will prepare a cultural resources technical study inclusive of the following four subtasks: A) Literature Review and Survey Strategy Development; B) Native American Heritage Commission Outreach-Sacred Lands File Search and Native American Contact List Request; C) Cultural Resources Survey; and D) Reporting.

Noise Impact Assessment - Stantec will develop a noise study within the IS/MND document that will evaluate the proposed project's impacts from noise. The Noise section of this environmental document will be developed using the City of Maywood General Plan Noise Element and the National Transportation Noise map to determine ambient noise in the Project area. Noise sensitive receptors shall be identified through a review of aerial photography. Traffic noise impacts will be determined using traffic volume data provided by the traffic assessment and general industry standard practice. Lastly, Stantec will use the Federal Highway Administration Roadway Construction Noise Model and the Federal Transit Administration, Transit Noise and Vibration Impact Assessment Guidelines document to determine potential impacts to surrounding sensitive receptors from short term construction noise and vibration.

Paleontological Resources – Stantec will prepare a Paleontological Resources Assessment and an associated paleontological resources technical report (PRTR) which will address the findings of the study and assessments and will provide recommendations for mitigation measures that would reduce impacts to paleontological resources to less than significant. This report will be used to develop the appropriate sections of the Initial Study.

Hazardous Waste – Stantec will prepare a Hazards & Hazardous Materials Section (Desktop Technical Study Report & Related Hazard & Hazmat Analysis) and the results will be included in the IS/MND.

Assumptions

- One round of City comments on IS/MND consolidated into one copy prepared in track changes and all inter-department comments resolved

- City to post and circulate IS/MND with County Recorder's Office and local newspaper and pay all agency-related fees (e.g., California Department of Fish & Wildlife CEQA fees)
- All IS/MND copies will be provided in an MS Word and PDF format
- Project is non-controversial
- The proposed desktop study does not include any sampling or laboratory analysis
- Travel demand model runs are not included
- City of Maywood will provide results of communication and Native American consultation. This task excludes Stantec's consultation with tribes.
- Record search fees are set by the NHMLA and estimated assuming the project intersects a single USGS 7.5-minute topographic quadrangle and do not require expedited processing time.
- One paleontological resources draft technical report will be submitted to the City of Maywood for review. Once comments are received, Stantec will address such comments and will prepare a final report, which will be submitted to the City of Maywood electronically or hard copies.

Phase C – Final Design-Plans, Specifications, and Estimate (PS&E)

Task C.1 – Roadway Improvement Plans

We will prepare plan and profile sheets for the required improvements at 1" = 20' horizontal scale and 1" = 2' vertical scale. The roadway plan sets will include title sheet, index map, general notes, construction notes, typical sections, demolition plan, roadway plan and profile sheets. The roadway plans will include curb and gutters, median curbs, sidewalks, cross gutter and pavement rehabilitation. The plans will show record centerlines, parcels, and right-of-way. The Standard Plans for Public Work Construction (SPPWC) and the Caltrans Standard Plans will be used to supplement the City standard plans. The roadway plans will also include all horizontal control required to stake and construct the new improvements. The street improvement will clearly show disposition notes (removal, adjust, relocate, protect, etc.) for existing facilities (wet and dry utilities, driveways, sidewalks, ramps, curb and gutter, bus stops, fences, etc.) that will be impacted by the proposed improvements.

Additional plan sheets included in the overall design plans are summarized below.

Task C.2 – Intersection Details

We will prepare intersection details for the Slauson Avenue and Atlantic Boulevard intersection showing proposed widening improvements, including elevations on a 10-foot grid system at a scale of 1" = 10' to ensure adequate rideability and drainage at the intersections. We assume that the colors and finishes of decorative concrete pavement will be specified "to match existing", not by manufacturer and model number. We anticipate one (1) sheet of Intersection details.

Task C.3 – Design Details

Our plans will also include Design Details sheets for the construction of improvements that may require additional details, presented at a larger scale in order to facilitate construction. Anticipated design details will include ADA ramps, driveways, cross gutters, and other improvements.

Stantec will also prepare final cross sections at 25-foot intervals, at 1" = 10' horizontal and 1" = 1' vertical, indicating vertical and horizontal cross falls, elevations and join elevations, and details to private properties. Cross sections will be submitted with the first plan check.

Task C.4 – Signing and Striping Plans

We will prepare up to two (2) signing and striping plans using AutoCAD at 1" = 40' or 1" = 20' horizontal scale to implement the Project intersection improvements. The plans will indicate the new striping and pavement markings within the project limits, transitions to existing striping, and removal of conflicting pavement delineation. The plans will also include existing signs and new signs, if necessary, to meet current California Manual on Uniform Traffic Control Devices (CA MUTCD) standards. The traffic sign work will be based on an inventory of existing signs and an assessment of new project signage upgrade requirements, as appropriate. All improvements will be based on the latest CA MUTCD and City standards.

Task C.5.1 – Traffic Signal Modification Plans

Stantec will prepare nine (9) traffic signal modification plans using AutoCAD at 1" = 20' horizontal scale for widening improvements at the Slauson Avenue/Atlantic Boulevard intersection and upgrade of all signals located along the Slauson Avenue corridor between Atlantic Boulevard and Maywood Avenue. The project widening improvements at the Slauson Avenue/Atlantic Boulevard intersection are anticipated to require reconstruction of all corners of the intersection and impact all existing signal poles (mast arm poles and luminaire poles), existing service and controller cabinets, and pull boxes and conduits.

Per the RFP, all signals within the project corridor will be upgraded to provide a protected left turn phase on

Slauson Avenue at intersections. Currently, seven of the nine project traffic signals are 2-phase and do not provide protected left turn phases at intersections. Existing permitted/protected left turn signal phasing is provided at the intersections of Atlantic Boulevard and Everett Avenue. Upgrade of the existing 2-phase signals to provide protected left turn phases will typically require replacement of the mast arm signal poles and vehicle indications facing each direction of Slauson Avenue and detection and cabinet/controller system modifications. Other anticipated signal upgrades include but will not be limited to replacement of existing 8-inch vehicle heads with new 12-inch signal heads, replacing missing or damaged signal backplates, non ADA-compliant pedestrian push buttons, and non-standard controller cabinets, and other upgrades confirmed and approved by the City

The traffic signal design and plans will be prepared in accordance with CA MUTCD, and City/County standards. As part of this task, Stantec will conduct a thorough field inventory of the existing signal improvements at each intersection to confirm and supplement the as-built plans.

Task C.5.2 - Traffic Signal Timing and Coordination

Synchro Analysis and Technical Summary Memo

Stantec will create a Synchro 11 model network along Slauson Avenue from Atlantic Boulevard to Maywood Avenue that reflects the implemented project intersection and traffic signal phasing upgrade improvements. Signal timings will be developed to reduce vehicle delay and congestion and provide desirable vehicle progression through the corridor considering the project intersection and left turn phasing enhancements. Using the Scenario Manager feature, timing plans will be developed for up four (4) time periods anticipated to be: weekday AM, midday, and PM peak hours, and one weekend day period. The time periods analyzed will be confirmed with the City/Los Angeles County Department of Public Works Traffic Division. It is assumed the City or County will provide existing timing data for the signals along the corridor. Stantec proposes to collect all new data sets (intersection turning movement counts at each intersections) for each of the four time periods to be analyzed.

A technical memorandum will be prepared to document the findings of the Synchro 11 analysis and to recommend proposed signal timing and coordination parameters at project intersections that satisfy City/County signalized intersection and corridor performance criteria.

Signal Timing Plans and Implementation

Timing plans for each scenario will be provided in a format specified by the City/County for implementation. It

is assumed that the signal plans will be implemented and fine-tuned by City/County staff.

Task C.6 - Landscape and Irrigation Plans

Proposed improvements will impact the existing median and parkway landscape improvements. It is assumed that the private parkway landscaping will be repaired by the individual property owners as negotiated with the City. Assuming the impacted medians are City maintained, we will prepare 20-scale planting and irrigation plans to address the necessary modifications per California and the City of Maywood standards for the repair and replacement of the area disturbed by the construction of the intersection widening project.

Stantec will review existing record drawings as provided by the City and meet one (1) time at the site with the City's representative(s) relative to the existing irrigation. Based on the field survey, the record drawings, the site visit, and the ultimate street improvements, we will generate landscape and irrigation plans that will note, or show, the required modifications necessary to accommodate the reconfiguration. Landscape and irrigation details and specifications will be provided as necessary.

We assume that the colors and finishes of hardscape elements such as tile, brick, stucco, cast-in-place walls, pavement, etc. will be specified "to match existing", not by manufacturer and model number.

Task C.7 - Storm Drain Plans

Storm Drain plans will be prepared at 1" = 20' scale as part of the over-all roadway improvement plans set for the impacted side opening inlet at the northwest quadrant of the intersection. A plan and profile view will be prepared to show the location and depth of existing and/or relocated utilities crossing the extended storm drain laterals to the new curb face. Based on our preliminary review of the project and site, it is our assumption that any change to the drainage boundaries and contributing area to the existing inlets are negligible, therefore the inlets will be replaced to accommodate the same hydraulic capacity, with a similar size and shape. The extended storm drain laterals will be sized to match the existing laterals.

Task C.8 - Offsite Improvement Plans

Offsite areas are considered those areas outside the existing and proposed roadway ROW. Offsite plans or details will be prepared at 1" = 20' or 1" = 10' scales, plan view only. They will provide precise grading details, area drains, ADA access routes and ramps, on-site circulation, driveway details and minor parking lot reconfiguration where impacted. Four (4) to six (6) parcels, are expected to require offsite design details and plans. It is assumed the relocation of the existing commercial signages, relocation, reconstruction, or reinstallation of proposed landscape and irrigation lines and private lighting will be

done by property owners as part of the right-of-way acquisition negotiations.

Task C.9 - Utility Relocation and Coordination

In continuation of our utility coordination efforts during the preliminary design phase, we will provide utility research, coordination with utility companies, and coordination to resolve any utility facility conflicts. We will identify any utility lines that may interfere with proposed construction and ownership of unknown utility lines. We will notify and distribute plans to affected utility companies. We assume that dry utility companies will do their own design and relocation, depending on the prior rights agreements with the City. As part of this task, we will determine the ownership of the existing streetlights which will be impacted. If these are owned by Southern California Edison, then we will coordinate with them to complete the work order for the relocations. If these are owned by the City, then the relocations will be shown on the Street Improvement Plans. We also assume that the fire hydrant relocations will be shown on the Street Improvement Plans.

We also assume that the landscape lighting and electrical design will be performed by the contractor through shop drawings. Stantec plans will only show proposed location of these relocated utilities.

We will compile accurate records of contacts and correspondence with utilities in a utility contact matrix and submit the compiled file to you.

Task C10. - Potholing

Potholing may be required to locate active and abandoned utilities within the project area to avoid conflicts during the construction of the widening improvements. Our subcontractor will locate underground utilities that may be impacted by the proposed construction. A budget of \$10,000 has been included per the RFP recommendation, which will be utilized as approved in writing by the City's project manager. The potholing, which will include traffic control in accordance with the WATCH Manual, will be coordinated to minimize traffic disruption. All potholes will be done in the public right-of-way in accordance with the City encroachment permit for this work and will be backfilled per City requirements.

Task C.11 - Water Pollution Control (WPC) Requirements - N/A

Task C.12 - Specifications

We will prepare complete contract documents, special provisions (including traffic control and detour requirements) and bid schedule forms in a format consistent with current City projects and boiler plate. Preparing separate traffic control plans as part of this

project PS&E is not included in the scope. However, the specifications will outline measures to closely monitor the contractor's work and progress to help ensure compliance with lane closure restrictions, maintain property access, emergency vehicle access, trash collection services, and schedule constraints. The specifications will also include requirements for erosion and pollution control during construction. We will use the latest Standard General Provisions and Construction Contract Agreement documents supplied by the City.

The specifications will be submitted with 90% and final submittal.

Task C.13 - Quantity and Cost Estimates (QCE)

We will prepare a complete construction quantity and engineer's opinion of probable construction costs for each bid item. We will submit the construction estimates at the 50 and 90 percent submittals and a final detailed construction and quantity cost estimate with the final submittal.

Task C.14 - Field Walk with City

We will schedule one (1) field walk with you to verify detailed depiction on the plans and specifications of existing conditions and work requirements after first or second submittals.

Task C.15 - Monument Preservation - N/A

Task C.16 - Resident Engineer Files - N/A

Task C.17 - Project Document Submittal and Processing

The plan submittals will comply with City's requirements as stated in the RFP:

- First Submittal: Project Study Report, Draft Geotech Report (three sets);
- Second Submittal: 35% concept plans with survey information (five sets), Hydrology Report (three sets);
- Third Submittal: 50% complete plans (five sets) and Final Geotech Report (three sets);
- Fourth Submittal: 90% complete plans, specifications, and cost estimates (five sets); and
- Final Submittal: 100% complete plans, specifications, cost estimates, Resident Engineer's two files, survey information, monuments, and other related documents in hard copy and electronic format.

Task C.18 - Bid Support - N/A

Phase D – Funds Management and Project Management

Throughout the duration of the project, we will communicate with you and other relevant agencies including utility and transit agencies as necessary. In person or virtual meetings will be held with City staff during progress of 50 percent, 90 percent, and Final (100 percent) design completion. We prepare and distribute minutes of the meetings within one week after the meetings. We will also update the project schedule on a monthly basis and prepare progress report. In addition, we prepare reimbursement invoices and quarterly progress updates in compliance with Metro Measure R fund requirements. Presentations to City Council included in Task A.11 above.

Project Control Procedures

We will establish and maintain project control by utilizing strong communications and documentation. ISO 9001 is an internationally recognized standard for quality management - Stantec is ISO 9001 Certified. We have developed an internal Stantec Quality Management System (SQMS) that documents all work practices required on a project to conform to the ISO 9001 standard. All Stantec staff are trained to implement this system on every project. Our methodology to monitor and control projects follows

Cost Control System

We have a computerized accounting system that maintains detailed records by individual tasks and allows them to be monitored against established budgets. Project manager, Jeff, will receive regular reports to track project status. The system is completely integrated and easily audited. Supporting data can be provided to you in any format required.

Sustainable Design

We are committed to sustainable design, making it a core part of our professional practice by providing an environmentally sensitive solutions to our projects. We are a member of the U.S. Green Building Council and have several LEED Accredited Professionals who work at our local office. Recognizing environmental impacts, we create mitigating designs at each stage of the project that will reduce the negative impact without substantially increasing the bottom line.

We support sustainable design practices through the following services:

- Providing "Green" pavement designs by using recycled content materials, such as rubberized asphalt Preparing best management practices (BMP)
- Preparing storm water pollution prevention plans (SWPPP) and SUSMP
- Preparing designs for alternative transportation and parking facilities

Quality Control Plan

A comprehensive quality control plan will be developed specifically for this project. The quality control plan will emphasize the need to clearly define requirements and standards, and the need to independently check all work before it is issued to you or other reviewing agencies. An independent senior manager from Stantec will oversee the quality control program and will audit the quality activities to see that all checks are completed properly. Our quality control program will help ensure that the

project documents:

- Conform with the contract documents and scope of work
- Are neat, well organized, clear, concise, and complete
- Comply with generally accepted standards of engineering and applicable laws
- Are signed, dated, and stamped as required
- Are consistent with other related plans

Project Schedule

Our proposed schedule is consistent with your timing outlined in the RFP, showing a general overview of the sequence of activities, task durations, and overall time frame for the project. This schedule will serve as the guide to conducting and monitoring work progress and will be updated throughout the project.

The list of activities and durations will be discussed, reviewed, and finalized with you at the kick-off meeting and at subsequent progress meetings. We will meet all agreed-upon deadlines.

Following the notice to proceed assumed on April 14, 2022, we will proceed with Preliminary Design and submit our preliminary concept plan and cost estimate (35-Percent) to the City for review on September 30, 2022. We will submit our 50-percent plans and estimate on November 18, 2022, our 90-percent PS&E on January 13, 2023, and the 100-percent PS&E on March 3, 2023.

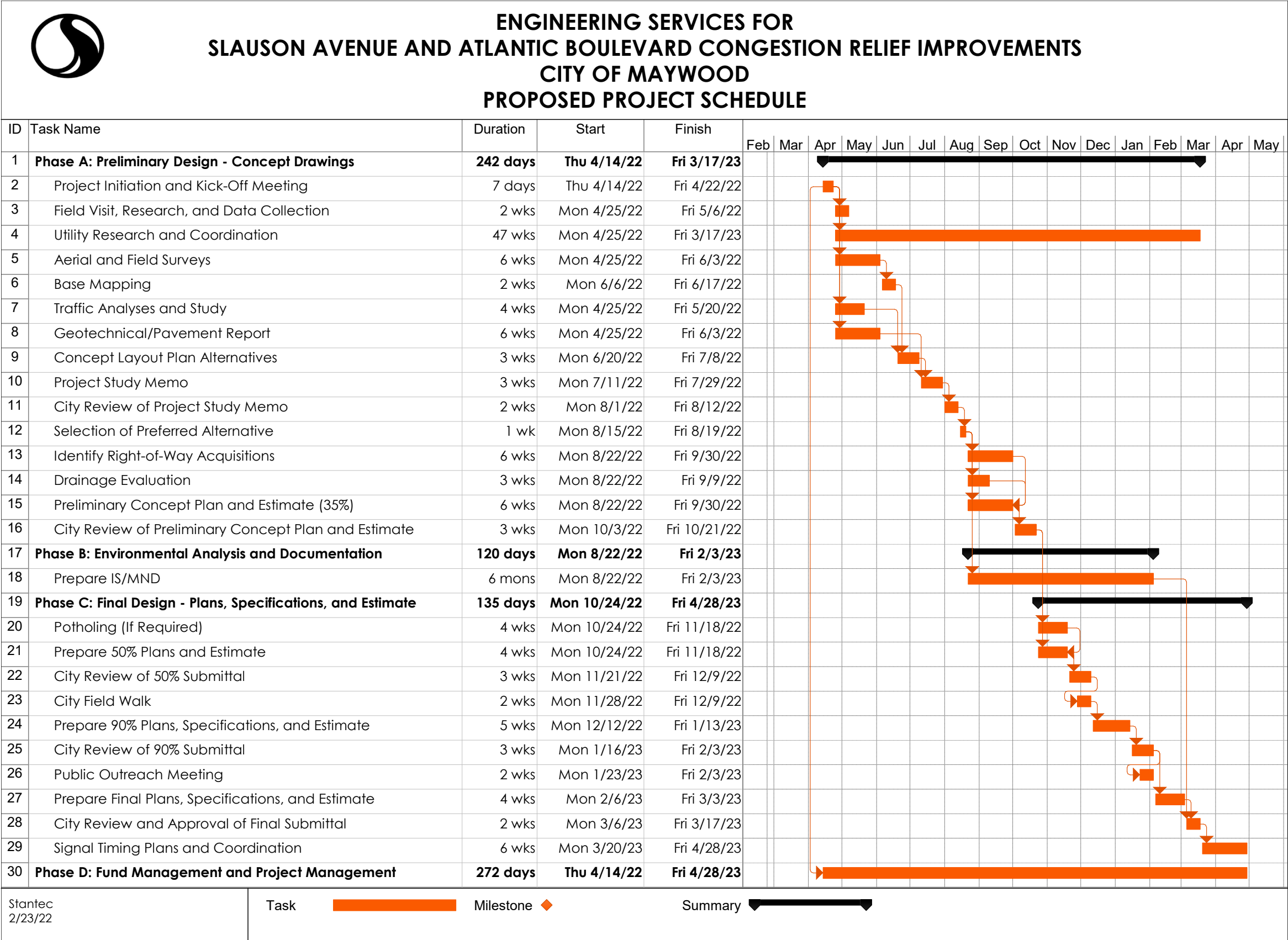


Exhibit B

Compensation

TIME ALLOCATION AND HOURLY RATE SCHEDULE
Fee Proposal to Provide Design Services for
PAED &PS&E FOR SLAUSON AVENUE AND ATLANTIC BOULEVARD CONGESTION RELIEF IMPROVEMENTS
To: The City of Maywood,Revised March 7, 2022
By: Stantec Consulting Services Inc.

TASK/ PHASE NO.	TASK DESCRIPTIONS	Est. Noumber of Plan Sheets	STANTEC STAFF HOURS AND FEE														TOTAL LABOR HOURS	DIRECT COST	FEE
			PIC/PM	Deputy PM/ Task Manager	Sr. Engineer/ Enviro-Traffic- Survey Manager	Sr. Design Engineer / Landscape Task Manager	Surveyor/ SR Traffic Engineer/ Scientist	Proj Engineer/ Enviro Specialist	Drainage / Traffic Eng / Landscape Architect	Drainage/ Office Survey/ Environ	Senior Trans Planner/T raffic Designer	Assist Engineer / Landscape Designer/ Planner	Survey -2 Person Crew	STANTEC		Subconsultant			
			\$248	\$237	\$207	\$187	\$181	\$172	\$166	\$153	\$147	\$136	\$280	Hours	Fee	Fee			
A	PRELIMINARY DESIGN-CONCEPT DRAWINGS																		
1	Kick-Off Meeting		2	4	2			2						10	\$ 2,202		10		\$ 2,202
2	Field Visit		2	2			4	6						14	\$ 2,726		14		\$ 2,726
3	Research and Data Collection		2	2				8				8		20	\$ 3,434		20		\$ 3,434
4	Right -of- Entry Permit													\$ -					\$ -
5	Traffic Analyses and Study(including Traffic Counts)			2	6		20		6		6			40	\$ 7,214	\$ 4,365	40		\$ 11,579
6.1	Topographic Field Survey				6		12	8		16			28	70	\$ 15,078		70		\$ 15,078
6.2	Topographic Aerial Survey (Incl. VMI)				2					4			8	14	\$ 3,266	\$ 5,258	14		\$ 8,524
7	Boundary Survey for 6 Parcels (including Title Reports and Filing Fees)													\$ -					\$ -
8	Utility Research and Coordination		2	2				12				10		26	\$ 4,394		26		\$ 4,394
9	Base Mapping			2				12				24		38	\$ 5,802		38		\$ 5,802
10	Identify ROW Acquisitions (EPIC)		2	2				2						6	\$ 1,314	\$ 10,920	6	\$ 3,750	\$ 15,984
11	Public Outreach Plan - Public Workshop (1), City Council (1) Meeting		10	8	8	4		6				6		42	\$ 8,628		42		\$ 8,628
12	Project Study Memo		6	8	6			16				18		54	\$ 9,826		54		\$ 9,826
13	Preliminary Cost Estimate		1	3	2			8				8		22	\$ 3,837		22		\$ 3,837
14	Preliminary Concept Plan (35%)		4	8	2			32				24		70	\$ 12,070		70		\$ 12,070
15	Geotechnical/Pavement Report (GAI)		2	4				2						8	\$ 1,788	\$ 10,100	8		\$ 11,888
16	Drainage Evaluation/Storm Drain Design				4			4	4					12	\$ 2,180		12		\$ 2,180
	Subtotal Phase A Cost		33	47	38	4	36	118	10	20	6	98	36	446	\$ 83,759	\$ 30,643	446	\$ 3,750	\$ 118,152
B	ENVIRONMENTAL ANALYSIS AND DOCUMENTATION																		
1	Environmental Analysis & Documentation (IS/MND and CE)			24				90						114	\$ 21,168		114		\$ 21,168
2	Technical Studies													\$ -					\$ -
2.1	Biological Resources			4				26						30	\$ 5,420		30		\$ 5,420
2.2	Traffic		2								8			10	\$ 1,672		10		\$ 1,672
2.3	Air Quality/GHG							8	20	55				83	\$ 13,111		83		\$ 13,111
2.4	Cultural Resources				4					40		24		68	\$ 10,212		68		\$ 10,212
2.5	Noise Impact Assessment				2			16						18	\$ 3,166		18		\$ 3,166
2.6	Paleontological Assessment			4			20			7				31	\$ 5,639		31		\$ 5,639
2.7	Hazardous Waste Assessment			4				20		5				29	\$ 5,153		29		\$ 5,153
	Subtotal Phase B Cost		2	36	6		20	160	20	107	8	24		383	\$ 65,541	\$ -	383	\$ -	\$ 65,541
C	FINAL PLANS, SPECIFICATIONS AND ESTIMATE (PS&E)																		
1	Roadway Improvement Plans (Title, Index, Typical Sections, Demo, Plan and Profile)	8	8	20				58				76		162	\$ 27,036		162		\$ 27,036
2	Intersection Details	1		4				8				14		26	\$ 4,228		26		\$ 4,228
3	Design Details and Cross Sections	2	2	8				24				24		58	\$ 9,784		58		\$ 9,784
4	Signing and Striping Plans	2	2		8		16	8						34	\$ 6,424		34		\$ 6,424
5.1	Traffic Signal Modification Plans	9	4		36		90		116		94			340	\$ 57,808		340		\$ 57,808
5.2	Traffic Signal Timing and Coordination (Weekday-Am/Pm/Midday, Weekend Day - Midday)		12		26		40		40		12			130	\$ 24,002		130		\$ 24,002
6	Landscape & Irrigation Plan	4				24			32			28		84	\$ 13,608		84		\$ 13,608
7	Storm Drain Plans	1	2	2	4			8				12		28	\$ 4,806		28		\$ 4,806
8	Offsite Improvement Plans	2	2	6				16				24		48	\$ 7,934		48		\$ 7,934
9	Utility Relocation and Coordination		4	4				16				12		36	\$ 6,324		36		\$ 6,324
10	Potholing													\$ -			\$ 10,000		\$ 10,000
11	Water Pollution Control Report (WPC)													\$ -					\$ -
12	Specifications		2	10	6			24	8					50	\$ 9,564		50		\$ 9,564
13	Quantites and Cost Estimates (QCE)		2	4				10	8			12		36	\$ 6,124		36		\$ 6,124
14	Field Walk with City (1)		2	4	2			4						12	\$ 2,546		12		\$ 2,546
15	Monumentation Preservation (including Filing Fees)													\$ -					\$ -
16	Resident Engineer Files													\$ -					\$ -
17	Project Document Submittal and Processing		4	4				8						16	\$ 3,316		16		\$ 3,316
18	Bid Support													\$ -					\$ -
														\$ -					\$ -
	Subtotal Phase C Cost		46	66	82	24	146	184	204		106	202		1060	\$ 183,504	\$ -	1,060	\$ 10,000	\$ 193,504
D	FUNDS MANAGEMENT AND PROJECT MANAGEMENT																		
1	Project Management, Coordination and Progress Meetings (4)		32	24	8	8		12						90	\$ 18,840		90		\$ 18,840
														\$ -					\$ -
	Subtotal Phase D Cost		32	24	8	8		12						90	\$ 18,840	\$ -	90	\$ -	\$ 18,840
	Reimbursable budget (1.0% of Subtotal Costs. Includes: Printing, Copying, Deliveries)																		\$ 3,960
	TOTAL COST INCLUDING EXPENSES, FEES, REIMBURSABLES		113	173	134	36	202	474	234	127	120	324	36	1979	\$ 351,644	\$ 30,643	1979	\$ 13,750	\$ 399,997

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. 7.

DATE: April 13, 2022

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: ROXANNE DIAZ, CITY ATTORNEY

SUBJECT: DISCUSSION AND DIRECTION REGARDING FILLING THE CITY CLERK VACANCY INCLUDING BUT NOT LIMITED TO THE REVIEW AND INTERVIEW OF APPLICANTS AND CONSIDERATION OF RESOLUTION NO. 6231 MAKING AN APPOINTMENT OF THE CITY CLERK TO SERVE UNTIL THE NOVEMBER 8, 2022 GENERAL MUNICIPAL ELECTION

RECOMMENDATION:

Staff recommends that the City Council discuss the filling of the city clerk vacancy, review and interview the applicants and consider the adoption of Resolution No. 6231 making an appointment to the Office of the City Clerk.

BACKGROUND:

Elected City Clerk Flor Aguiluz submitted a letter of resignation to the City Manager as she moved out of the City of Maywood. The effective date of her resignation was March 1, 2022. Pursuant to Government Code Section 1770(c), City Clerk Aguiluz's resignation created a vacancy in the elected City Clerk position. Government Code Section 36512(b) outlines the options for the City Council with regard to the vacancy. Government Code 36512(b) is the relevant code section and provides as follows: "If a vacancy occurs in an elective office provided for in this chapter, the council shall, within 60 days from the commencement of the vacancy, either fill the vacancy by appointment or call a special election to fill the vacancy." The 60th day following the vacancy date is April 30, 2022.

DISCUSSION:

On March 9, 2022, the City Council was presented with and discussed a report regarding the vacancy of the Office of the City Clerk including discussion of the process for filling the vacancy. At that meeting, the City Council directed City Staff to advertise the vacancy and seek applications for the elected position. The advertisement/application was advertised on March 14, 2022 with the deadline of April 1, 2022 at 4:00 p.m. The Deputy City Clerk received two applications.

At the adjourned regular meeting of the City Council on April 7, 2022, the City Council was presented with the applications of the two applicants. After discussion, the City Council directed staff to bring back the discussion at the next regular meeting and to invite the two applicants and allow them the opportunity to introduce

themselves to the City Council as well as provide a forum for any questions of discussion. The City Council also requested that the City Attorney include a Resolution to make an appointment to the Office of the City Clerk, should the City Council make a decision on an appointment. Any person appointed to the Office of the City Clerk would serve until the next municipal election on November 8, 2022 as provided for in the Government Code and discussed in the agenda report dated March 9, 2022. The City Council has until April 30, 2022 to make an appointment.

LEGAL REVIEW:

The City Attorney has drafted and reviewed this staff report.

FISCAL IMPACT:

There is no fiscal impact involved with this action.

ATTACHMENT(S)

1. Andrea Aguilar - City Clerk Application 2022
2. Angelina Martinez - City Clerk Application 2022-1

RESOLUTION NO. 6231

**A RESOLUTION OF THE COUNCIL OF THE CITY OF MAYWOOD
MAKING AN APPOINTMENT OF THE CITY CLERK TO SERVE
UNTIL THE NOVEMBER 8, 2022 GENERAL MUNICIPAL ELECTION**

WHEREAS, as a result of the resignation of the Elected City Clerk Flor Aguiluz, the Office of the City Clerk of the City of Maywood become vacant on March 1, 2022;

WHEREAS, State law provides that if a vacancy occurs in an elective office, the City Council shall, within 60 days from the commencement of the vacancy, either fill the vacancy by appointment or call a special election to fill the vacancy;

WHEREAS, after the City Council's review of the applications and hearing from the applicants, the City Council desires to appoint _____ to fill the vacancy left by the resignation of City Clerk;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MAYWOOD HEREBY FINDS, DETERMINES, RESOLVES AND ORDERS AS FOLLOWS:

Section 1. The City Council hereby appoints _____ to serve as the City Clerk of the City of Maywood and fill the vacancy of this elected position caused by the resignation of former City Clerk.

Section 2. Pursuant to Government Code Section 36512(b)(2)(A), _____ shall hold the office of the City Clerk of the City of Maywood until the next general municipal election of the City, which is November 8, 2022 and until the newly elected City Clerk is sworn into office.

Section 3. This Resolution shall become effective immediately upon its adoption.

Section 4. The Deputy City Clerk shall certify to the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED THIS 13th day of April, 2022.

Heber Marquez, Mayor

ATTEST:

APPROVED AS TO FORM:

Shirley Quiñones, Deputy City Clerk

Roxanne Diaz, City Attorney

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

I, Shirley Quiñones , Deputy City Clerk of the City Council of the City of Maywood, do hereby certify that foregoing Resolution No. 6231 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 13th day of April, 2022 by the following roll call vote, to wit:

AYES:

NAYES:

ABSENT:

ABSTAINED:

Shirley Quiñones , Deputy City Clerk



APPLICATION FOR APPOINTMENT
CITY CLERK

City of Maywood

4319 E. Slauson Ave., Maywood, CA 90270 • Telephone (323) 562-5700 • Fax (323) 773-2806

Submission Requirements (Completed Application must contain the following)

- ☐ Completed, signed Application ☐ Three (3) references with contact information ☐ Resumé

Instructions (Please Type or Print Clearly)

All requested information must be furnished on the Application itself. Resumes, attachments, and other supporting documentation cannot be substituted for an application form. It is important that you answer all questions on your application fully and accurately. If additional space is needed to answer questions, attach additional sheets.

Completed Applications should be returned to the City of Maywood, 4319 E. Slauson Ave., Maywood, CA 90270 Attention: Office of the City Clerk

Information Sheet

1. Please confirm that you are applying to be appointed City Clerk: ☒ Yes ☐ No
2. Have you ever served on the any legislative bodies or been employed by the City? ☐ Yes ☒ No
- If yes, in what capacity and when (months/years) _____
3. Name: Aguilar Andrea Nohemi
- (Last) (First) (Middle)
4. Residential Address: [REDACTED] Maywood CA, 90270
5. Phone Number: [REDACTED] Email: [REDACTED]@csu.fullerton.edu
6. Are you a registered voter in the City of Maywood? ☒ Yes ☐ No
7. Do you currently reside within the incorporated City limits? ☒ Yes ☐ No
8. Occupation and Place of Employment: Youth & Teen Director - Southeast Rio Vista YMCA
9. Do you have any relatives currently working for the City of Maywood? ☐ Yes ☒ No

If Yes, please list name(s) and relationship: _____

10. List Community/Professional Organizations in which you hold active membership(s). In addition, please list any positions of responsibility held:

[Empty box for listing organizations and positions]

11. Please state the reasons you are interested in filling this vacancy:

I love being a part and serving my community, this would be a way of me continuing to do so. It will allow me to give back to the teens I already work with in Maywood. I will be managing the Model United Nations program and the Youth and Government at the local YMCA. I am hoping to learn more and improve my skills to be able to use in these 2 programs that I lead in the city of Maywood.

CITY CLERK Applicant

Applicant Name: Andrea Nohemi Aguilar
Date: 03/23/2022

12. Please state your reasons as to why your background and/or experience makes you a suitable candidate for appointment to this position:

Since I am running the Youth and Government programs at our local YMCA, I am familiar with parliamentary procedure and familiar with Robert's rules of orders.

13. Please briefly express your views regarding the position of City Clerk in Maywood:

I believe the City Clerk position requires being professional, having ethical standards, being honest, and being transparent. I also believe it is important to have good communication.

14. References (Provide the names and contact information for three (3) individuals who we can contact)

1. Maria Mendoza
(Name)
2. Monique Ohashi
(Name)
3. Rachel Ortiz
(Name)

Home Number: _____
Cell Number: _____
Home Number: _____
Cell Number: _____
Home Number: _____
Cell Number: _____

15.

DISCLOSURE AND REGULATORY REQUIREMENTS

Conflict of Interest Disclosure – In compliance with state law, appointed officials may be required to file a Statement of Economic Interests upon appointment to office, and annually thereafter.

I, acknowledge, that if appointed, I may be required to make information available as to any potential conflict of interest arising from my business/affiliations where that affiliation or business may be doing business with the City of Maywood, or any decisions taken by the City of Maywood that may influence that business or affiliation. The City will provide appointees with the filing form and instructions.

A.A.

Initials

Attendance (MMC §9-1.05) – The City Clerk must attend meetings on a regular basis, and may be removed if a member does not attend three regularly scheduled meetings within any twelve month period. If appointed, I confirm that I will be able to attend meetings regularly and devote the time necessary to fulfill my duties.

A.A.

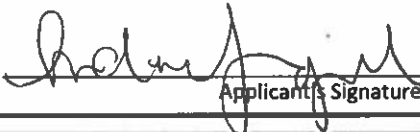
Initials

Mandatory Ethics Training (Government Code §53234) – In compliance with state law, if appointed, I agree to complete an approved AB1234 Ethics Training seminar within one year of appointment and agree to maintain my compliance throughout my entire term in office.

A.A.

Initials

16. I, the undersigned, certify that the foregoing information is true and correct and that I am sincerely interested in serving in this position for the City of Maywood. Furthermore, I, the undersigned, acknowledge that this application qualifies as a public record and that all information furnished on the application itself and any supporting documents attached hereto will be treated as a public record and I, therefore, waive any perceived rights to privacy of the information furnished.


Applicant's Signature03/23/2022

Date

FOR INTERNAL USE ONLY

Meets Minimum Requirements: ☐ Yes ☐ NoResidency Verified (Incorporated Area): ☐ Yes ☐ No

Application Active Until: _____

Andrea Aguilar
Maywood, CA | [REDACTED] [REDACTED]@csu.fullerton.edu

Education:

California State University, Fullerton

Dec 2021

- Bachelor of Science Child and Adolescent Development
- Minor in Chicano Studies

Work:

Southeast Rio Vista YMCA

- **Model of United Nations Advisor** (March 2022-Present)
Advise a delegation of 6th-8th graders to learn about the United Nations and replicate roles within the UN. Holds weekly delegation meetings, creates agenda, and facilitates class.
- **Early Learning Readiness Facilitator** (2015- Present)
Facilitate a class with children age 0-5 and their caregivers, provide monthly lesson plans, leads workshops to caregivers, screenings for children, lead open/closing circle time, story time.
- **Summer Enrichment Day Camp Coordinator** (Summer 2021)
Led staff and monitored children age 5-13. Encouraged enrichment opportunities by providing required curriculum, arts and crafts, S.T.E.M. activities, games, and gross motor recreation.
- **Distance Learning Program Lead** (September 2020- April 2021)
Supervised children (K-8th) while doing online virtual school on their device. Completed temperature checks/ screening per entry, wiped down equipment, and enforced social distancing among children. Completed program enrollments, office paperwork, and monthly drills. Provided arts & craft activities and outdoor activities for students.
- **Abriendo Puertas Parenting Program Facilitator** (2018-March 2020)
Facilitated a 10-week parenting workshop program in English and Spanish. Recruited and retained caregivers, presented curriculum, provided resources, and organized graduation event.
- **S.T.E.M. Facilitator** (2016- March 2020)
Led a class with 5th – 8th graders, provided hands on lesson plans with S.T.E.M. curriculum.

South Gate High School

- **GEAR UP Parent Education Support Assistant** (May 2021- March 2022)
Provided parents of 9th & 10th grade students with resources, recruitment for workshops, and assisted GEAR UP counselor with advising parents with their child's grades/attendance.

Service Learning:

Sierra Vista Elementary School

- **LEAP Coach** (Spring 2019)
Taught students K-6th grade fitness activities, sports, and active games during lunch time.

Walnut Elementary School

- **LEAP Coach** (Spring 2019)
Taught students K-5th grade sports games, motor activities, and active games during lunch time.

Volunteer:

Great Commission Baptist Church

- **Children's Nursery Volunteer** (2009- 2020)
Supervised children age 0 – 4. Fed them, sang with them, and participated in playtime with them.



APPLICATION FOR APPOINTMENT
CITY CLERK
City of Maywood

Date Stamp Received

4319 E. Slauson Ave., Maywood, CA 90270 • Telephone (323) 562-5700 • Fax (323) 773-2806

Submittal Requirements (Completed Application must contain the following)

- ☐ Completed, signed Application ☐ Three (3) references with contact information ☐ Resumé

Instructions (Please Type or Print Clearly)

All requested information must be furnished on the Application itself. Resumes, attachments, and other supporting documentation cannot be substituted for an application form. It is important that you answer all questions on your application fully and accurately. If additional space is needed to answer questions, attach additional sheets.

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Information Sheet

1. Please confirm that you are applying to be appointed City Clerk: ☒ Yes ☐ No

2. Have you ever served on the any legislative bodies or been employed by the City? ☐ Yes ☒ No

If yes, in what capacity and when (months/years) _____

3. Name: Martinez (Last) Angelina (Middle)

4. Residential Address: _____ Maywood Cal. 90270

5. Phone Number: _____ Email: _____@gmail.com

6. Are you a registered voter in the City of Maywood? ☒ Yes ☐ No

7. Do you currently reside within the incorporated City limits? ☒ Yes ☐ No

8. Occupation and Place of Employment: N/A

9. Do you have any relatives currently working for the City of Maywood? ☐ Yes ☒ No

If Yes, please list name(s) and relationship: _____

10. List Community/Professional Organizations in which you hold active membership(s). In addition, please list any positions of responsibility held:

• Moderator for Twitch channels

11. Please state the reasons you are interested in filling this vacancy:

Joining city council and being useful to the community is my purpose. Wishing to be tested of my skills and use what I learned in academia to serve the best interest for the community. Being organized and handling all sorts of paperwork is a great way to get involved into city government roles and responsibilities. Wishing this is my first step if entrusted with such honor to build and grow my resume while being useful to the city. My goal is to be mayor of Maywood or Senator of California, this is my first step for my goals. As well to get all Maywood residents informed and be included of city meetings and make it accessible to get informed.

CITY CLERK Applicant

Applicant Name: Angelina MartinezDate: March 28, 2022

12. Please state your reasons as to why your background and/or experience makes you a suitable candidate for appointment to this position:

My background comes from taking active position in college clubs. I was vice president for both Asian American Studies and Economic Student Association, which dealt with handling paperwork for ASU and to keep well organized with records and files needed. Hence which is truly my abilities I feel confident in dealing with administration roles of handling records and forms since being vice president for those clubs kept me tabs on all responsibilities. Including attending daily meetings which was my role was Cornell notes style and having daily checkmark tasks are ways of keeping up to date and managing task required to be done.

13. Please briefly express your views regarding the position of City Clerk in Maywood:

My views of being City Clerk in a positive way sounds so fun and exciting. I'm thrilled to use everything I learned in my college years to partake in such roles of dealing with maintenance of city legislation and record paperwork of municipal codes and agendas sounds like a total blast. Working with board members and city members makes me so glad to get introduced and form networking and forming bonds with many talented creative people is amazing. I'm willing to give my heart to be here for the city and have a government role is an honor.

14. References (Provide the names and contact information for three (3) individuals who we can contact)

1. Rosalinda Zamudio
(Name)

2. Murniz Allen Cason
(Name)

3. _____
(Name)

Home Number: _____
Cell Number: _____

Home Number: _____
Cell Number: _____

Home Number: _____
Cell Number: _____

15.

DISCLOSURE AND REGULATORY REQUIREMENTS

Conflict of Interest Disclosure – In compliance with state law, appointed officials may be required to file a Statement of Economic Interests upon appointment to office, and annually thereafter.

I, acknowledge, that if appointed, I may be required to make information available as to any potential conflict of interest arising from my business/affiliations where that affiliation or business may be doing business with the City of Maywood, or any decisions taken by the City of Maywood that may influence that business or affiliation. The City will provide appointees with the filing form and instructions.

AM

Initials

Attendance (MMC §9-1.05) – The City Clerk must attend meetings on a regular basis, and may be removed if a member does not attend three regularly scheduled meetings within any twelve month period. If appointed, I confirm that I will be able to attend meetings regularly and devote the time necessary to fulfill my duties.

AM

Initials

Mandatory Ethics Training (Government Code §53234) – In compliance with state law, if appointed, I agree to complete an approved AB1234 Ethics Training seminar within one year of appointment and agree to maintain my compliance throughout my entire term in office.

AM

Initials

16. I, the undersigned, certify that the foregoing information is true and correct and that I am sincerely interested in serving in this position for the City of Maywood. Furthermore, I, the undersigned, acknowledge that this application qualifies as a public record and that all information furnished on the application itself and any supporting documents attached hereto will be treated as a public record and I, therefore, waive any perceived rights to privacy of the information furnished.

Applicant's Signature

March 28, 2020

Date

FOR INTERNAL USE ONLY

Meets Minimum Requirements: _____ Yes _____ No

Residency Verified (Incorporated Area): _____ Yes _____ No

Application Active Until: _____

Hello I'm Angelina Martinez

Maywood CA 90270

@gmail.com

Skills

Technology fluent, Can speak English, Spanish, Japanese. Hard working, optimistic, open to learn, very friendly, pushing others to do their best.

Experience

2014-2016

Loma Vista Elementary - Volunteer

- Helped in main office organizing paperwork
- Taught English second language to foreign students
- Teacher assistance

2016-2018

Asian American Studies Club, East Los Angeles College - Vice President

- Organize events -Museums, Community, Asian American Studies
- Helped discuss and open dialogue of issues affecting Asian Americans
- Culture awareness

2018-2019

Economics Student Association , East Los Angeles College - Vice President

- Helped beautification of campus
- Helped in community events of beautification in community in Monterey Park/Montebello
- Aid in economic courses and guided students with lectures

2019-2020

Tito's Market - Cashier

- Helped sort bills and coins
- Helped customers with their orders and answered questions and helped request
- Gave a hand whenever needed
- Smiling, giving the best experience to all customers !

2020-2021

Personal Trainer

- Dedication to push others to be their best version of themselves.
- Giving support and love while making them feel comfortable with their ability.
- Non-judgemental, always rooting for others.
- Getting educated on gym equipment and workout exercises.

- Understanding food categories and food nutrition.

Education

2016

Bell, California, Bell High School (Graduated)

2016-2019

East Los Angeles College, Monterey Park

Economics: Associate's Degree

Political Science: Associate's Degree

General Arts Social Behavior: Associate's Degree