



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

WEDNESDAY, SEPTEMBER 14, 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
Andrea Aguilar

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: 840 4663 0271 Passcode: 171010

OR Please click the link below to join the webinar:

<https://us02web.zoom.us/j/84046630271?pwd=b1NtWTB0VHI4UmdHb3MyM3ovLzBPQT09>

Passcode: 171010

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

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

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

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

IV. MAYOR, COUNCILMEMBERS AND STAFF COMMENTS

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

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

VI. PRESENTATIONS

PROCLAMATION RECOGNIZING CHILD WELFARE AND ATTENDANCE MONTH 2022

GREATER LOS ANGELES COUNTY VECTOR CONTROL DISTRICT

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 AUGUST 10, 2022 CITY COUNCIL MEETING
2. MINUTES OF SEPTEMBER 6, 2022 SPECIAL CITY COUNCIL MEETING MINUTES
3. RESOLUTION NO. 6263 OF THE CITY COUNCIL OF THE CITY OF MAYWOOD AND SUCCESSOR AGENCY TO THE MAYWOOD COMMUNITY REDEVELOPMENT AGENCY (RDA) APPROVING THE WARRANTS FOR PAYMENT
4. REVENUE REPORT JULY 2022
5. ACCEPTANCE OF SIDEWALK REHABILITATION PROJECT FISCAL YEAR 2020-2021 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
6. RESOLUTION NO. 6264 ADOPTING THE CALTRANS LOCAL ASSISTANCE MANUAL CHAPTER 10 FOR CONSULTANT SELECTION FOR STATE AND FEDERALLY FUNDED PROJECTS
7. CONSIDERATION OF AWARD OF CONSTRUCTION CONTRACT TO CT&T CONCRETE PAVING, INC. FOR SIDEWALK REHABILITATION PROJECT FY 2021-2022 FUNDED BY COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
8. RESOLUTION NO. 6265 AUTHORIZING AND APPROVING THE CLEAN CALIFORNIA LOCAL GRANT PROGRAM AGREEMENT AND ACCEPTANCE OF GRANT FUNDS
9. APPROVAL OF THE PROFESSIONAL SERVICE AGREEMENT WITH AMIGOS DE LOS RIOS FOR THE MAYWOOD URBAN FOREST MANAGEMENT AND TREE PLANTING PROJECT

IX. DISCUSSION/ACTION ITEMS

X. CLOSED SESSION

1. Conference with Legal Counsel, Anticipated Litigation, Significant Exposure to Litigation Pursuant to Government Code Section 54956.9(d)(2): Number of Potential Cases: 1

2. Conference with Real Property Negotiators, Government Code Section 54956.8; 5102 District Avenue and 5110 District Avenue (Successor Agency to former Maywood Community Development Commission); City of Maywood Negotiator: Jennifer Vasquez, City Manager and Steve Fowler, Director of Building and Planning; Negotiating Party: Cesar Chavez Foundation; Under Negotiation: Price and Terms of Payment.

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, September 28, 2022 at 7:00 p.m.

PUBLIC ACCESS TO MEETING AGENDA AND AGENDA PACKETS

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





City of Maywood

Proclamation

Child Welfare and Attendance Month 2022

WHEREAS, the Compulsory Education Act was enacted in 1903, and the Los Angeles Unified School District Board appointed the first Attendance Officer to comply creating the Pupil Services and Attendance Division.

WHEREAS, absenteeism is a major problem that caused learning loss among more than 200,000 children during the 2021-2022 school year in Los Angeles, as absenteeism and truancy impact our children regardless of age, race, gender, socioeconomic status; and

WHEREAS, the National Child Welfare Workforce Development Month in September offers an opportunity to recognize and honor the work of Child Welfare and Attendance Counselors, who help vulnerable children and their families, and to educate the community and policymakers about the effectiveness of truancy and dropout prevention interventions, which are supported by California Legislature as outlined in the California Education Code (EC) sections 48240–48244; and

WHEREAS, Child Welfare and Attendance Counselors are frontline professionals who are indispensable in the process of identifying resources and fostering partnerships with community-based organizations to complement existing school programs.

WHEREAS, Child Welfare and Attendance Counselors conduct assessments to identify issues that may impact attendance and barriers to learning, to facilitate linkages to services that meet the needs of the whole child while simultaneously integrating multi-tiered interventions to promote overall wellness of the family; to address absenteeism, truancy, supporting students with culturally diverse populations.

WHEREAS, Child Welfare and Attendance Counselors identify individual student strengths using data-based decision-making processes to ensure academic success by implementing intervention strategies that evaluate outcomes and improve accountability with reliable research and documentation processes; and

WHEREAS, Child Welfare and Attendance Counselors increase graduation rates and prevent dropout, increase access to college pathways, link students and families to services, provide comprehensive services to foster and homeless youth; and

WHEREAS, Child Welfare and Attendance Counselors re-engage out-of-school youth back into an educational setting in the educational process, ensure the successful transition and re-enrollment of all students following juvenile detention, and

WHEREAS, Child Welfare and Attendance Counselors help parents, guardians, tutors, and other heads of households by focusing on confidential, personalized pathways to further the educational, personal, and social growth of their children; and

WHEREAS, LAUSD, the second largest school district names Child Welfare and Attendance Counselors PSA Counselors;

WHEREAS, the Association of Pupil Services and Attendance Counselors (APSAC) has declared the last Tuesday of September as the Child Welfare and Attendance (PSA) Counselor Day.

NOW THEREFORE, WE, the Mayor & Council of the City of Maywood, do hereby proclaim September 2022 as the Child Welfare and Attendance Counselors Month and the last Tuesday of September as the Child Welfare and Attendance Counselors Day. I call upon citizens, government agencies, private businesses, non-profit organizations, public and private schools, and other groups to join in activities and to take action to strengthen the child welfare of our communities.

On this 14th day of September 2022

Mayor Heber Marquez

Mosquitoes in Maywood: What you need to know

Presented by:

MARY-JOY COBURN

Director of Communications



Greater Los Angeles County Vector Control District



What We Do: Integrated Vector Management (IVM)



Disease Surveillance

- Mosquito populations
- Disease transmission



Mosquito Management

- Inspection & service requests
- Source reduction & treatments



Education & Outreach

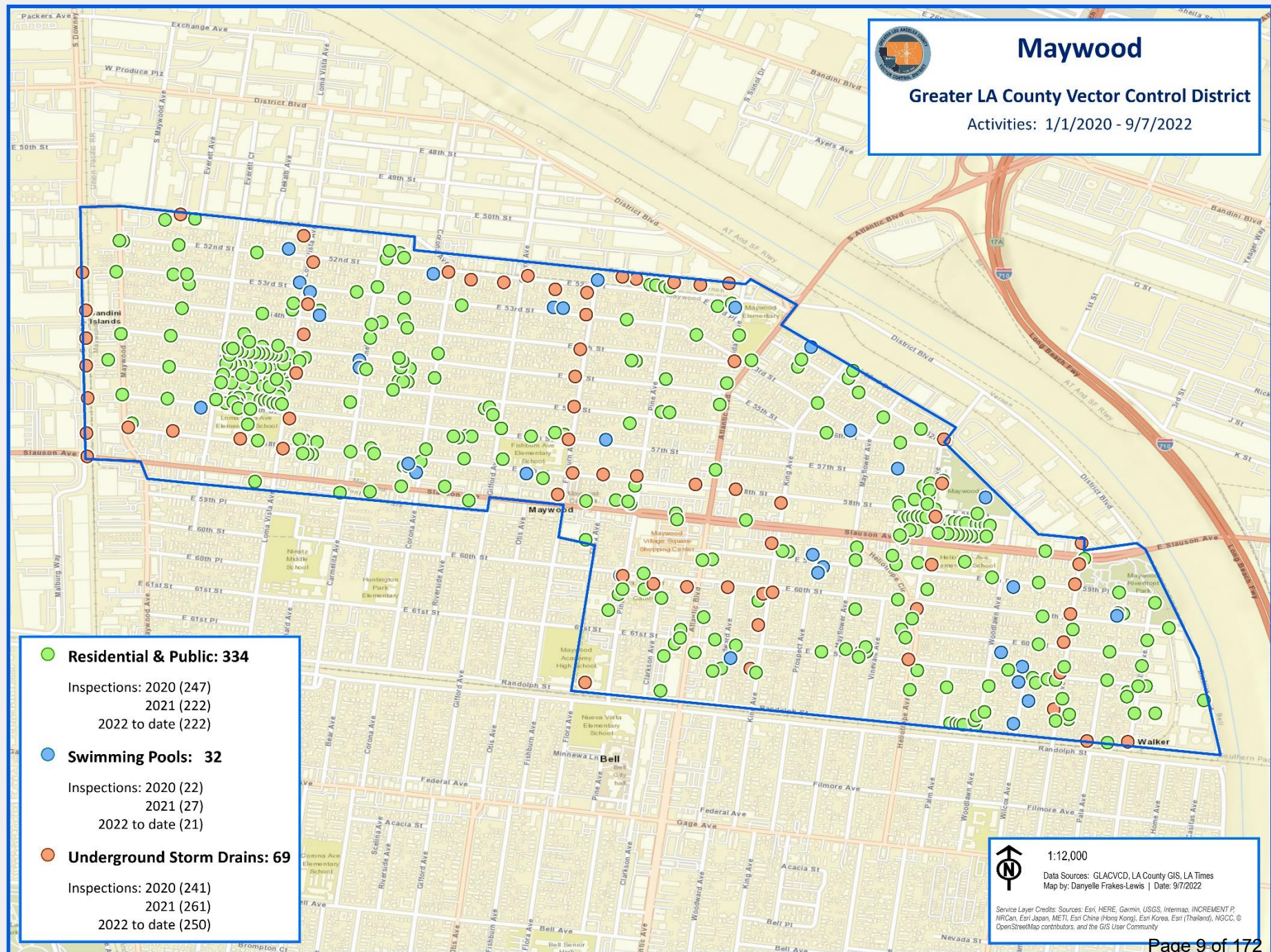
- Community events
- Elementary education



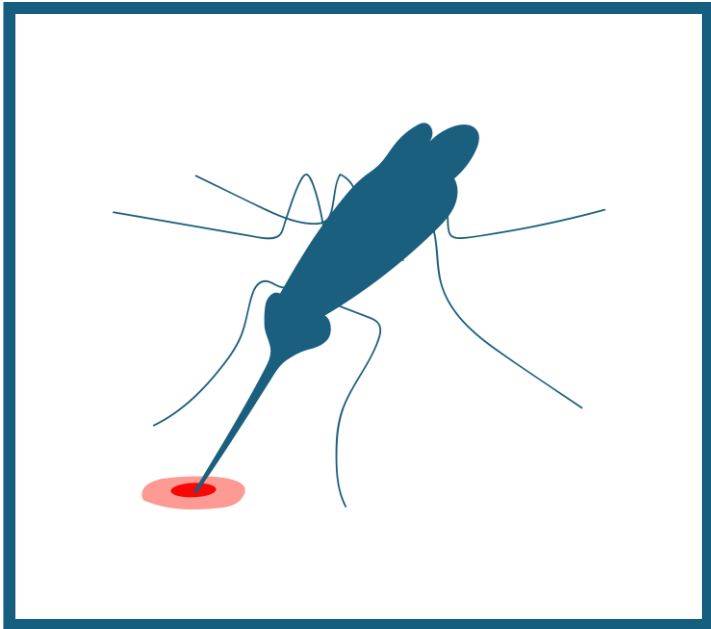
Greater Los Angeles County Vector Control District | www.glacvcd.org | 562-944-9656

Services provided to Maywood residents 2020 – 2022 so far:

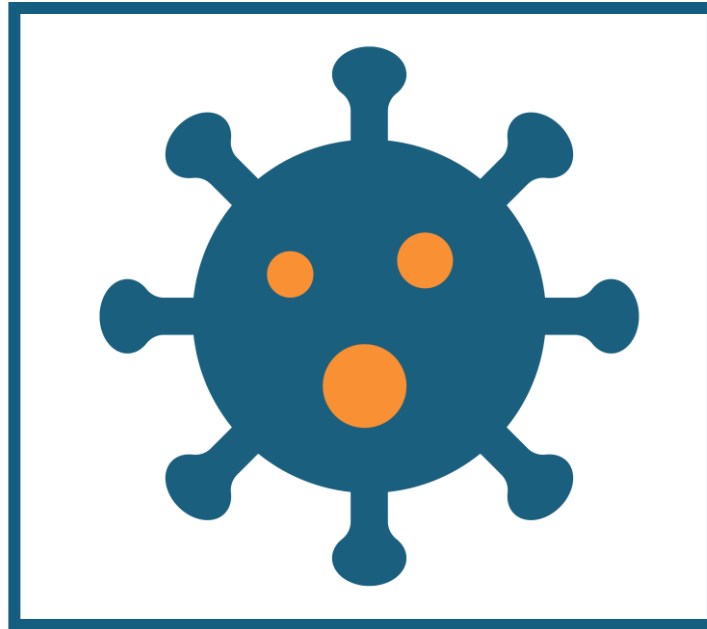
- Residential / Public Inspections
334
- Swimming Pools
32
- Underground Storm Drains
69



Why Care About Mosquitoes?



World's Deadliest Animal-
Cause over
700,000 human deaths



Mosquito-borne diseases
like **West Nile virus**,
Zika virus, etc.



Potential for **outbreaks**
in your community



Mosquito Life Cycle



- Lay 100-350 eggs
- 4 life stages
- 5-7 days from egg to adult



Mosquito Threats in Our Area



Culex mosquito

Native



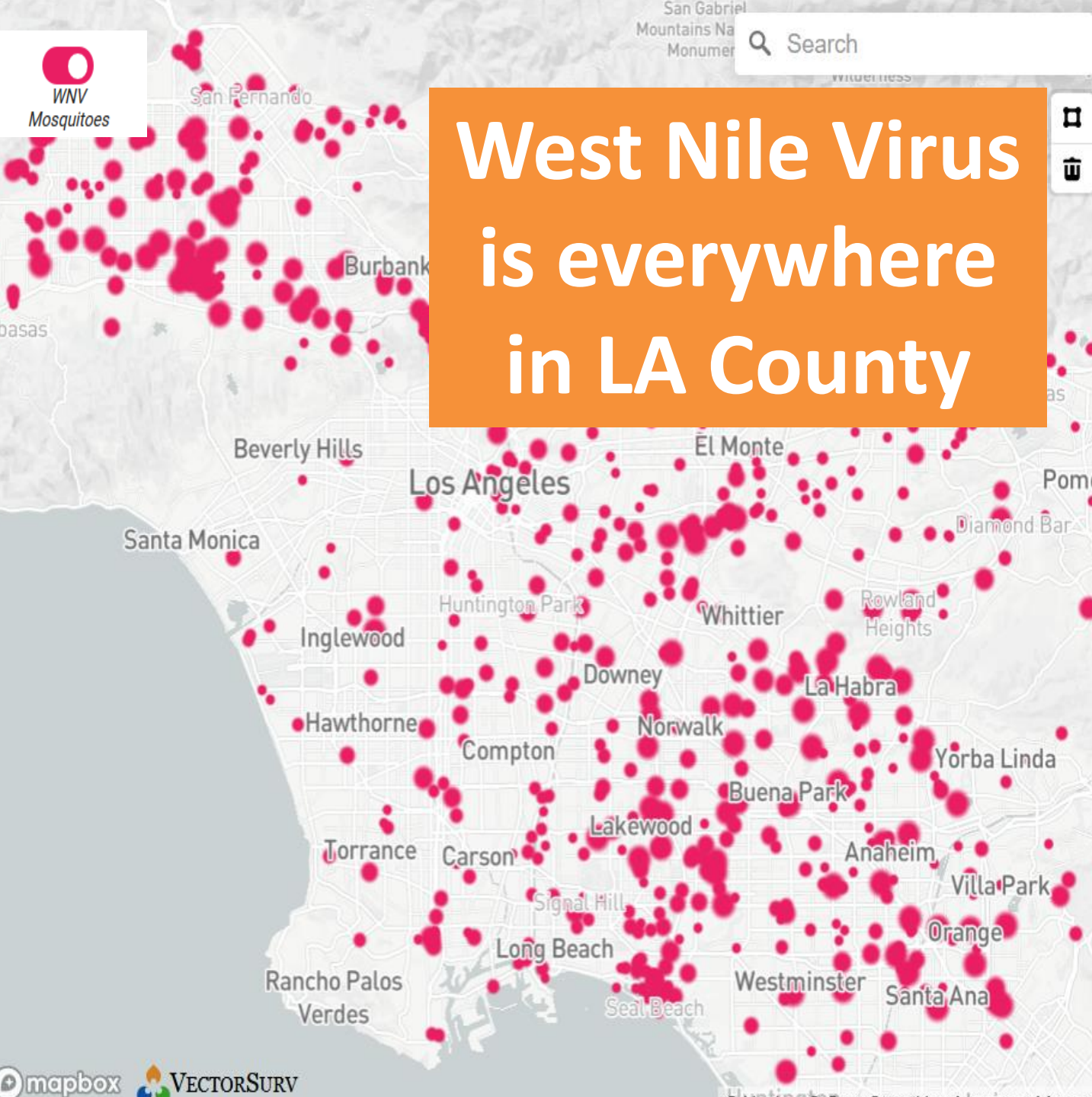
Aedes mosquito

Invasive



1/4 - 1/2 Inch
Size of Mosquito





In California:

2022 WNV + Mosquitoes: 2,136

2022 WNV + Human Cases: 35

2021 WNV+ Mosquitoes: 2,256

2021 WNV+ Human Cases: 92

2020 WNV+ Mosquitoes: 2,628

2020 WNV+ Human Cases: 233

CA statistics:

www.Westnile.ca.gov

In GLACVCD:

2022 WNV + Mosquito: 178

2021 WNV+ Mosquitoes: 68

2020 WNV+ Mosquitoes: 313

In Maywood:

2022 WNV + Mosquitoes: 1

2021 WNV+ Mosquitoes: 0

2020 WNV+ Mosquitoes: 2

Mosquito Threats in Our Area



Invasive Mosquito

Aedes mosquitoes

Activity – Day-Time or All Day

Aggressive Biter

Diseases

Zika*

Dengue*

Chikungunya*

Yellow Fever*

Canine Heartworm

***Infected travelers can
bring these viruses to Los
Angeles County***

**No Local Transmission*



Greater Los Angeles County Vector Control District | www.glacvcd.org | 562-944-9656

Controlling for Aedes Mosquitoes

Challenges of Invasive Aedes

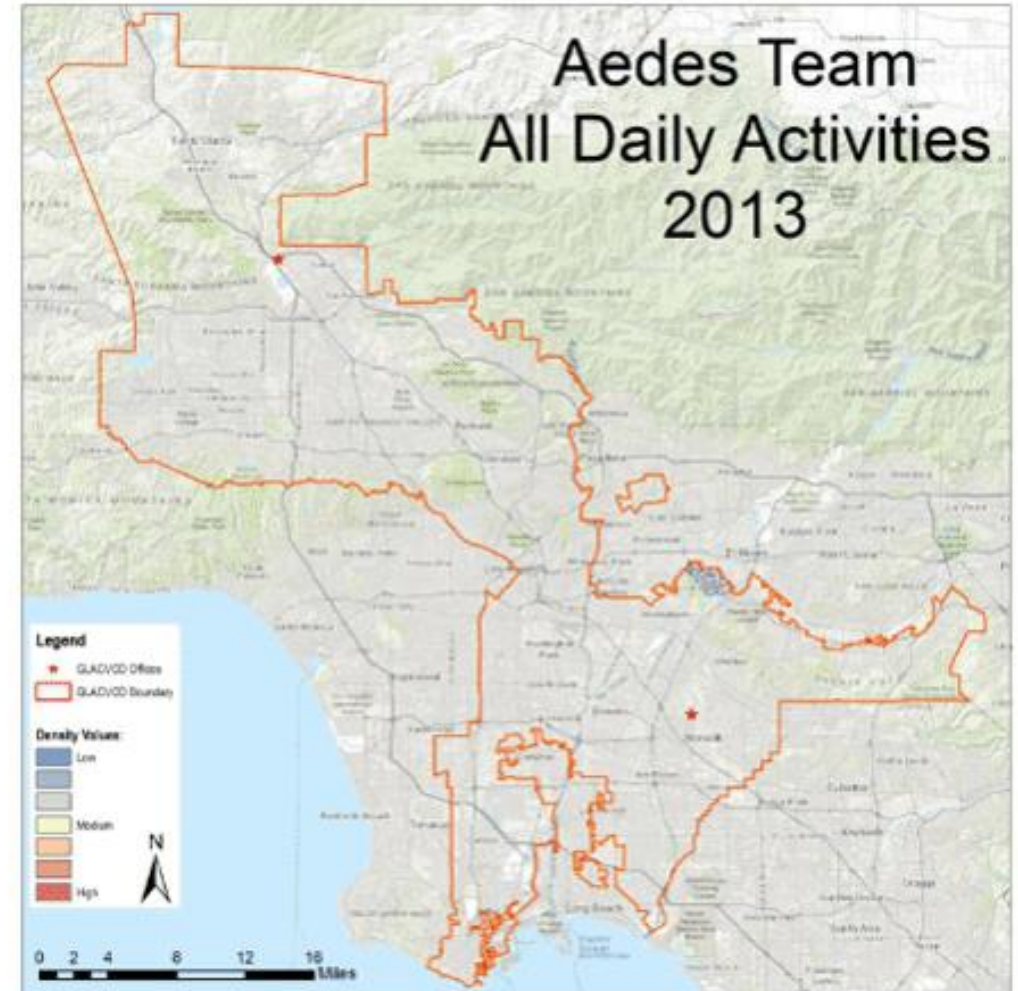
- Have rapidly spread throughout California.
- Found in every city in LA County
- Prefer smaller water sources, making them harder to control
- They lay their eggs in water sources in people's front yards, backyards, and patios
 - Areas where mosquito control agencies can't easily inspect



Controlling for Aedes Mosquitoes

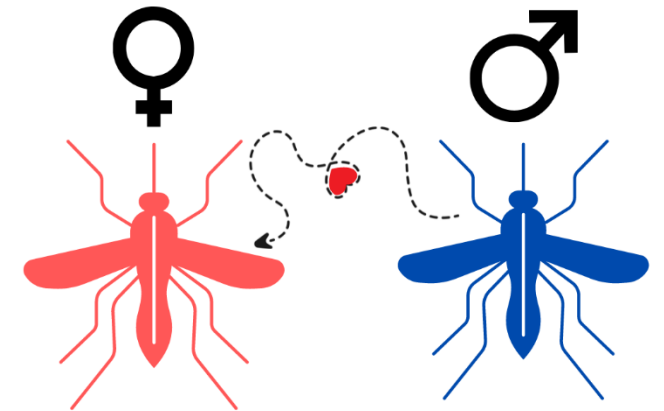
Impacts of Aedes

- Impact the quality of life and how residents spend time outdoors
- Increase the risk of additional mosquito diseases entering the county
 - Zika
 - Dengue
 - Chikungunya
 - Yellow Fever
 - Dog heartworm



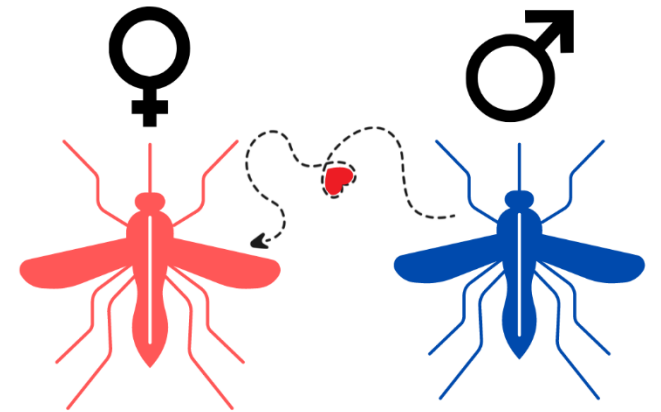
What is SIT?

- Environmentally-friendly insect pest control method
- A non-chemical control method
- The basic steps of SIT are:
 - Sterilization of a target pest (mosquitoes),
 - Release of sterile males in a specific area over time
 - Sterile males will mate with wild females
- The SIT technique results in no offspring and a declining pest population, reducing the presence the specific breed of virus-spreading mosquitoes
- Learn more: <https://www.mvcac.org/vectors-and-public-health/innovative-technologies/>



What you need to know

- Male mosquitoes do not bite and can not transmit diseases
- SIT will not eliminate the use of other chemicals to control for mosquitoes.
- SIT only targets one specific type of mosquito
 - *Aedes aegypti*
- SIT releases will have to be ongoing every mosquito season
- The District is evaluating the use of SIT and has not decided on a technique or when it would be used





There is no information or evidence to suggest that COVID-19 could be transmitted by mosquitoes.

Can Mosquitoes Transmit COVID-19?

“Mosquitoes **cannot** transmit COVID-19”

-Dr. Sylvie Briand
Director of Global Infectious Hazard Preparedness,
World Health Organization

GET RID OF STANDING WATER AROUND YOUR HOME

- Once a week – empty and scrub, turn over, cover or throw out any items that hold water.
- **Tip and Toss** any standing water (indoors and outdoors)
- **REMOVE, SCRUB, FLIP OVER,** or **COVER** any dirty containers that can hold water
- **Drill** a hole at the bottom of open containers



Do-it-Yourself Solutions for Mosquito Problems

Reduce mosquito breeding on your property by eliminating common sources



www.TipTossTakeAction.org

Download this Checklist

POTENTIAL MOSQUITO SOURCES IN YOUR HOME

The best method to reduce breeding on your property is to limit the number of potential sources. Inspect around and inside your home for potential breeding sources. If standing water is found, remove the source. If the source is not removed, you must check weekly for standing water to prevent mosquito breeding. Remember to look for mosquito sources every week and after rain events.

CHECKLIST

☐ Any container capable of holding at least a teaspoon of water Throw away, turn over, empty once a week or drill holes in the bottom.	☐ Pet Water Bowls Scrub and rinse out once a week.
☐ Buckets, watering cans, drinking glasses, cups, bottle caps, or trash that can hold water Store inside or turn over. If trash, throw away.	☐ Potted Plant Saucers Empty saucers or flush out with garden hose once a week. Remove saucers from under plants. Place fine aquarium gravel in saucers.
☐ Old Tires Dispose of at your local recycling facility. If used for playground equipment, drill holes for water to run. If on ground, ensure holes are not blocked by debris.	☐ Tarps, Plastic Covers, Flexible Sandbox Covers Drain water trapped in folds and arrange so water runs off.
☐ Dripping Outdoor Faucets and Window Air Conditioners If puddling, repair faucet. Place rocks under window air conditioner to ensure water runs off or fill hole with dirt.	☐ Garbage Cans, Barrels, Recycling Bins Keep cans covered with lid or drill holes in bottom. If collecting rain water, cover with fine mesh screen.
☐ Drainage Ditch, Culvert, or Low Areas Clogged by Grass or Weed Clippings Remove grass and weed clippings so water can flow and/or drain freely.	☐ Hollow Fence Posts Without Caps Put caps on open chain link or plastic fence posts.
☐ Gutters, including "Covered" Types Clean so water runs freely.	☐ Old Playground Equipment Remove and dispose of. If it must be stored, put under cover. Be sure water drains off.
☐ Base of Patio Umbrella and Portable Basketball Stand Fill with sand or, if filled with water, be sure to screw on plug. Keep water out of depressions in stand.	☐ Sump Pumps Cover with screening.
☐ Bird Baths Dump out once a week or flush out with garden hose.	☐ Under Decks and Porches: Stored Items, Depressions in Dirt or Plastic Ground Linings Fill in depressions. Remove or turn over any stored items that hold water.
☐ Bromeliads (Plants that Hold Water) Turn plant over to dump water. For plants too large, flush out cavities with garden hose once a week. Discard or remove from landscaping if possible.	☐ Ornamental Ponds and Fountains Filter water or apply larvicide to prevent breeding.
	☐ Outdoor Grills Keep covered. Ensure the vent is closed.
	☐ Plastic in Gardens to Prevent Weeds Use landscape cloth that will allow water to pass through instead of plastic sheets that hold water.
	☐ Wheelbarrow Stored Outside Store upside down when not in use.

WEAR INSECT REPELLENT

Use EPA-approved and CDC-recommended Repellent; look for the following active ingredients:

- DEET® (20% OR HIGHER)
- Picaridin
- IR3535
- Oil of Lemon Eucalyptus

Wearing insect repellent is the best way to prevent bites, even for children and pregnant women.



WEAR INSECT REPELLENT

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- DEET® (20% OR HIGHER)
- Picaridin
- IR3535
- Oil of Lemon Eucalyptus*

Wearing insect repellent is the best way to prevent bites, even for children and pregnant women.

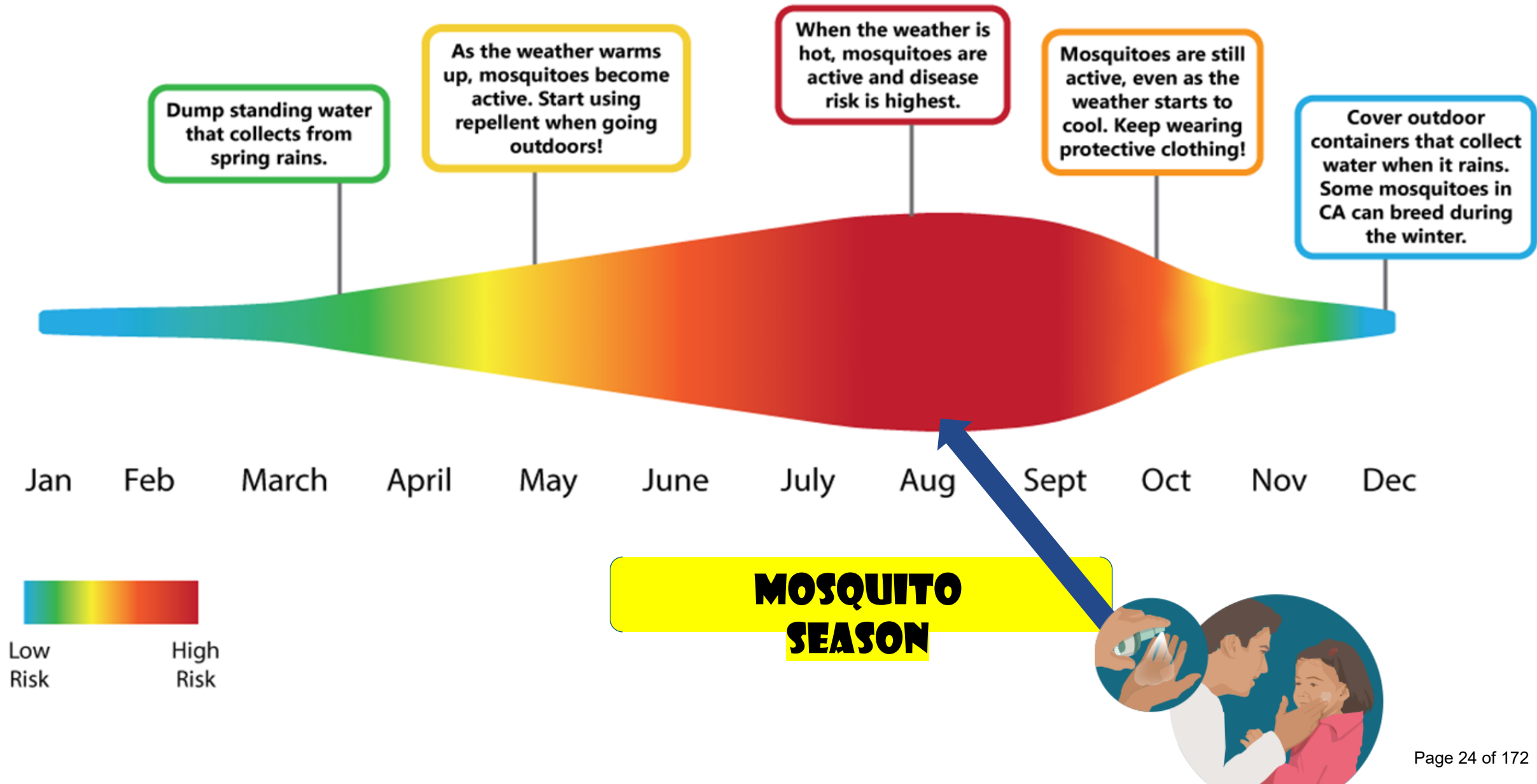
* Apply to children over 3 years old

**Pro Tip:
Mosquito
Edition**



The percentage of the main ingredient in an insect repellent tells you how long the repellent will last!

Annual Risk of Mosquito Bites and Disease Transmission in California



END THE BITES.

MOSQUITOWATCH.ORG



Billboards



Bus Shelters



Bus Tails/ Interior Bus Cards



Magazines/Publications



The Greater Los Angeles County Vector Control District (GLACVCD) needs your help to raise awareness about mosquito reduction and disease prevention. Each year, GLACVCD launches a large Summer Campaign to engage and empower residents to take an active role in reducing mosquitoes in their communities. GLACVCD relies on collaboration and partnership with cities and local agencies to increase the visibility of the campaign and the message.

Here are ways you can partner with GLACVCD and participate in the "End the Bites with Mosquito Watch" Summer Campaign:

BUS SHELTERS

Cities are able to obtain bus shelter space for a discounted price or no cost for public service announcements. If you have availabilities from July - October, please share your discounted programs with GLACVCD. Bus shelters are typically arranged through the Parks and Recreation Department. All we need is your contact and approval to move forward.

BUS ADVERTISING

City-owned or contracted transit buses which offer interior and/or exterior advertising. Examples include interior bus cards, king and queen signs, or bus tail signs. If you have availabilities from July - October, please contact GLACVCD. We will coordinate printing, installment, and all costs associated with the bus advertising.

DIGITAL BILLBOARDS

Cities may have space on digital billboards or reader boards that can display a message or images. If you have availabilities for spots from July - October, please contact GLACVCD for dimensions needed to amedinadiaz@GLAmosquito.org.

PARKS AND REC MAGAZINE OR OTHER PUBLICATIONS

Request a short blurb, any size ad, or any article with photo or video.

PSA VIDEOS

Public Service Announcement videos are available in English and Spanish (Mandarin) for cities to post on social media, at community events, to Movies-in-the-Park events.

SOCIAL MEDIA

Images and text for social media posts, for community media pages, or for digital displays.

Partnership Opportunities

Bus Shelters



Bus Tails



Bill Inserts

We can coordinate the distribution of bill inserts with city staff.





Highlights

- Mosquitoes need **STAGNANT WATER** to lay eggs & go through their life cycle
- Mosquitoes transmit diseases such as **WEST NILE VIRUS, Zika, DENGUE FEVER**, etc.
- **TIP and TOSS** containers that hold any amount of water
- Wear **INSECT REPELLENT**
- Mosquito control is a **SHARED RESPONSIBILITY**
- **SHARE** what you learned with friends & family



www.tiptosstakeaction.org



Greater Los Angeles County Vector Control District | www.glacvcd.org | 562-944-9656

*Thank
you!*

Greater Los Angeles County Vector Control District

WEBSITE

www.GLAmosquito.org

SERVICE REQUEST

562-944-9656

SOCIAL MEDIA

@GLAmosquito



MARY-JOY COBURN / Director of Communications / mjcoburn@GLAmosquito.org



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

WEDNESDAY, AUGUST 10, 2022 AT 7:00 PM

I. CALL TO ORDER/ROLL CALL

Mayor Marquez called to order at approximately 7:05 p.m.

II. CITY OFFICIALS

MAYOR

Heber Marquez (present)

CITY CLERK

Andrea Aguilar (teleconference)

MAYOR PRO TEM

Frank Garcia (teleconference)

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

Roxanne Diaz (teleconference)

STAFF PRESENT:

Steve Fowler, Director of Building and Planning (present)

Anthony Rainey, Interim Finance Director (teleconference)

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: 836 9314 1558 Passcode: 549958
or

Live real-time verbal public comments were made by members of the public joining the meeting via the Zoom platform.

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 (via teleconference)

VI. PRESENTATIONS

CAL STATE FULLERTON PHILANTHROPIC FOUNDATION

Dr. Eugene Fujimoto and Rianna Mendoza from Cal State University Fullerton Education Leadership Department gave a presentation on the success of the 2021 Maywood Education Fair and their Scholarship Recipients.

VII. PUBLIC HEARING - NONE

VIII. CONSENT CALENDAR

1. MINUTES FOR JULY 27, 2022 CITY COUNCIL MEETING

Motion to approve the Minutes of July 27, 2022 City Council Meeting by Lara. Second by Mayor Pro Tem Garcia. AYES: De La Riva, Lara, Torres, Garcia, Marquez . PASSES

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

Motion to receive, approve and file the warrant registers, wire transfers dated July 29, 2022 through August 1, 2022, and net payrolls dated July 18, 2022 through July 27, 2022 and adopt Resolution No. 6261 approving the warrants for payment by Lara. Second by Mayor Pro Tem Garcia. AYES: De La Riva, Lara, Torres, Garcia, Marquez . PASSES

3. CONSIDERATION OF RESOLUTION 6262 OF THE CITY COUNCIL OF THE CITY OF MAYWOOD FIXING THE AMOUNT OF REVENUE FROM A PROPERTY TAX

LEVY APPROVED BY THE VOTERS OF MAYWOOD CITY FOR THE CALIFORNIA PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS) AT THE SAME RATE OF SUCH TAXES AS LAST YEAR AND LEVYING SUCH TAXES FOR THE FISCAL YEAR BEGINNING JULY 1, 2022

Motion to adopt Resolution No. 6262 establishing the tax rate from a property tax levy approved by the voters for the purpose of paying the cost of the California Public Employees Retirement System (CalPERS) and maintaining the rate of such tax and levying such tax for fiscal year beginning July 1, 2022 by Lara. Second by Mayor Pro Tem Garcia. AYES: De La Riva, Lara, Torres, Garcia, Marquez . PASSES

4. RECONSIDERATION OF THE CIRCUMSTANCES OF THE COVID-19 STATE OF EMERGENCY AND DETERMINE THAT THE CITY WILL CONTINUE TO HOLD MEETINGS VIA TELECONFERENCING AND MAKING FINDINGS PURSUANT TO GOVERNMENT CODE SECTION 54953(e)(3).

Motion to make the findings that the state of emergency continues to directly impact the ability of the members of the City's legislative bodies to meet safely in person, and that State and County of Los Angeles officials continue to recommend residents to get vaccinated and continue the measures to promote social distancing and therefore, the legislative body meetings of the City shall continue in a virtual teleconference format in compliance with Government Code Section 54953(e) by Lara. Second by Mayor Pro Tem Garcia. AYES: De La Riva, Lara, Torres, Garcia, Marquez . PASSES

5. CONSIDERATION OF AWARDING A PROFESSIONAL SERVICES AGREEMENT TO KAMPGROUNDS OF AMERICA (KOA) CORPORATION TO PREPARE THE CITY OF MAYWOOD'S ACTIVE TRANSPORTATION PLAN IN THE AMOUNT NOT TO EXCEED \$223,998.15; FUNDED BY THE CALIFORNIA TRANSPORTATION COMMITTEE 2021 ACTIVE TRANSPORTATION PROGRAM, CYCLE 5.

Motion to (i) Award a professional services agreement to Kampgrounds of America (KOA) to prepare the Maywood Active Transportation Plan in the amount not to exceed \$223,998.15 and approve the agreement in the form approved by the City Attorney and City Manager, and (ii) Authorize the Mayor to execute the Agreement in the form approved by the City Attorney and City Manager; and approve the delegation of authority to the City Manager to execute any amendment to the Agreement deemed necessary up to the grant amount by Lara. Second by Mayor Pro Tem Garcia. AYES: De La Riva, Lara, Torres, Garcia, Marquez . PASSES

6. CONSIDERATION OF AWARDING A CONTRACT TO GRAFFITI PROTECTIVE COATINGS, INC FOR CITY-WIDE BUS SHELTER CLEANING SERVICES IN A YEARLY NOT-TO-EXCEED AMOUNT OF \$66,123.20 FOR FISCAL YEARS 2022-2025 WITH TWO POTENTIAL ADDITIONAL ONE-YEAR EXTENSIONS

Motion to (i) award a contract to Graffiti Protective Coatings, Inc. for Citywide Bus Shelter Cleaning Services for a yearly not-to-exceed amount of \$66,123.20 for fiscal years 2022-2025 with two potential additional one-year extensions, in a form acceptable to the City Attorney; and (ii) if the City

decides to extend the agreement in year four and five the compensation increase to \$74,443.20 in year four and \$82,763.20 in year five; and (iii) authorize staff to make the revisions to the agreement by Lara. Second by Mayor Pro Tem Garcia. AYES: De La Riva, Lara, Torres, Garcia, Marquez . PASSES

7. CONSIDERATION OF AUTHORIZING THE ISSUANCE OF A REQUEST FOR PROPOSAL (RFP) FOR ENTERPRISE ARCHITECTURE REVIEW AND INFORMATION TECHNOLOGY SUPPORT SERVICES

Motion to authorize the issuance of a Request for Proposals for the Enterprise Architectural Review and Information Technology Support Services by Lara. Second by Mayor Pro Tem Garcia. AYES: De La Riva, Lara, Torres, Garcia, Marquez . PASSES

8. AUTHORIZATION OF CITY'S PARTICIPATION IN THE LOS ANGELES REGION – IMAGERY ACQUISITION CONSORTIUM 7 (LARIAC7) PROJECT

Motion to approve the City's participation in the Los Angeles Region Imagery Acquisition Consortium (LARIAC7) Project and authorize the City Manager to execute an agreement between the City of Maywood and the County of Los Angeles for participation in the LARIAC7 Project in the amount not to exceed that is determined by the County by Lara. Second by Mayor Pro Tem Garcia. AYES: De La Riva, Lara, Torres, Garcia, Marquez . PASSES

IX. DISCUSSION/ACTION ITEMS

9. CONSIDERATION OF APPOINTMENT OF ONE MEMBER TO THE MAYWOOD PLANNING COMMISSION TO FILL THE FOUR (4) YEAR TERM FOR SEAT NO. 5 WHICH EXPIRED ON JUNE 19, 2022.

Motion to appoint Crystal Acosta to the Maywood Planning Commission to fill the 4 year term for Seat No. 5 which expired June 19, 2022 by De La Riva. Second by Lara. AYES: De La Riva, Lara, Torres, Garcia, Marquez . PASSES

10. REVIEW AND PROVIDE DIRECTION TO STAFF RELATED TO THE RULES, REGULATIONS, FEES AND APPLICATION PROCESS FOR THE DODGERDREAM FIELD AT MAYWOOD PARK.

Council gave staff directions to organize the rules and regulations for the use of the baseball field with warning and zero-tolerance for breaking the rules, an Open Field schedule, look into cost for both the use of the batting cages and services of chalking and dragging the field.

X. CLOSED SESSION

CONFERENCE WITH LABOR NEGOTIATOR, GOVERNMENT CODE SECTION 54957.6: CITY NEGOTIATOR: JENNIFER VASQUEZ, CITY MANAGER; EMPLOYEE ORGANIZATIONS: AFSCME DISTRICT COUNCIL 36, LOCAL 4319, MAYWOOD EMPLOYEES ASSOCIATION

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

The meeting was adjourned In the Memory of Maria Luisa Seery and Vin Scully at approximately 9:11 p.m. The meeting on August 24, 2022 will be canceled to the next regular meeting on Wednesday, September 14, 2022 at 7:00 p.m.

Heber Marquez, Mayor

ATTEST:

Andrea Aguilar, City Clerk



AGENDA **2**
ITEM NO. _____

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

TUESDAY, SEPTEMBER 6, 2022 AT 4:00 PM

I. CALL TO ORDER/ROLL CALL

Mayor Marquez called to order at approximately 4:04 p.m.

II. CITY OFFICIALS

MAYOR

Heber Marquez (teleconference)

CITY CLERK

Andrea Aguilar (teleconference)

MAYOR PRO TEM

Frank Garcia (present)

CITY TREASURER

Mary Mariscal (teleconference)

COUNCIL MEMBERS

Eduardo De La Riva (teleconference)

Ricardo Lara (teleconference)

Jessica Torres (teleconference)

CITY MANAGER

Jennifer E. Vasquez (present)

CITY ATTORNEY

Roxanne Diaz (teleconference)

STAFF PRESENT:

Steve Fowler, Director of Building and Planning (present)

Anthony Rainey, Interim Finance Director (present)

Shirley Quiñones, Deputy City Clerk (teleconference)

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:

or

<https://us02web.zoom.us/j/87565706138?pwd=VlhRYU9rbUYwK2xlem9FaXNjSkFgdz09>

Passcode: 644088 Live real-time verbal public comments were made by members of the public joining the meeting via the Zoom platform.

IV. MAYOR, COUNCILMEMBERS AND STAFF COMMENTS

Mayor Pro Tem Garcia provided community updates.

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

The following spoke on Agenda items:

1) David Perez (via teleconference)

VI. PRESENTATIONS

None

VII. PUBLIC HEARING

None

VIII. CONSENT CALENDAR

1. RECONSIDERATION OF THE CIRCUMSTANCES OF THE COVID-19 STATE OF EMERGENCY AND DETERMINE THAT THE CITY WILL CONTINUE TO HOLD MEETINGS VIA TELECONFERENCING AND MAKING FINDINGS PURSUANT TO GOVERNMENT CODE SECTION 54953(e)(3).

Motion to make the findings that the state of emergency continues to directly impact the ability of the members of the City's legislative bodies to meet safely in person, and that State and County of Los Angeles officials continue to recommend residents to get vaccinated and continue the measures to promote social distancing and therefore, the legislative body meetings of the City shall continue in a virtual teleconference format in compliance with Government Code Section 54953(e) by De La Riva. Second by Mayor Marquez. AYES: De La Riva, Lara, Torres, Garcia, Marquez . PASSES

IX. DISCUSSION/ACTION ITEMS - NONE

X. CLOSED SESSION - NONE

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

The following spoke on Non-Agenda items:

- 1) David Perez (via teleconference)

XII. ADJOURNMENT

Meeting adjourned at approximately 4:19 p.m. to the next meeting of the Maywood City Council, Wednesday, September 14, 2022.

Heber Marquez, Mayor

ATTEST:

Andrea Aguilar, City Clerk

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 3.

DATE: September 14, 2022

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: ANTHONY RAINEY, DIRECTOR OF FINANCE

SUBJECT: RESOLUTION NO. 6263 OF THE CITY COUNCIL OF THE CITY OF MAYWOOD AND SUCCESSOR AGENCY TO THE MAYWOOD COMMUNITY REDEVELOPMENT AGENCY (RDA) APPROVING THE WARRANTS FOR PAYMENT

RECOMMENDATION:

It is staff's recommendation that the City Council receive, approve and file the warrant registers, wire transfers dated August 3, 2022 through September 2, 2022, and net payrolls dated July 17, 2022 through July 30, 2022 and adopt Resolution 6263 approving Warrants for Payment.

BACKGROUND:

Staff provides warrant registers and wire transfers to City Council as part of Management Controls, which as a whole are the policies, procedures, and practices conceived and put in place to assure the following:

- the economical, efficient, and effective achievement of the City's objectives.
- adherence to laws, regulations, rules for policies;
- the safeguarding of assets and information;
- the prevention and detection of fraud and error; and
- the quality of accounting records and the timely production of reliable financial and management information.

Furthermore, Internal Controls are a set of rules, procedures, and practices developed and employed to facilitate the safeguarding of the City's assets, be they liquid (cash or investments) or fixed (infrastructure or equipment), or intangible (credit rating or information).

The City utilizes resolutions for approving warrants for payment to comply with Section 3-2.06 of the Municipal Code regarding Warrants for Payments. Exhibit A entitled Summary of Warrants and Wire Transfers/Automated Clearing House (ACH) Transactions serves as a Management Control for complying with Section 3-2.06. Exhibit B entitled Detail of Warrants serves as evidence of Internal Controls utilized by City Finance staff that support these Management Controls for payments made by the City. These controls are carried out through the submission of all required documents supporting the invoices submitted for payment. Prior to payment, the Finance staff reviews all disbursement documents to ensure that they meet the approval requirements.

DISCUSSION:

A - PAYMENT APPROVAL - Pursuant to paragraph 37202 of the California Government Code, demands (called *Warrant Demand*) against the City for payment shall be audited and thereafter submitted to the City Council for approval or rejection prior to payment, either separately or in a register of audited demands and shall have attached thereto affirmation of the City Treasurer and City Finance Director certifying the accuracy of the demands and the availability of funds for payment. This is accomplished using:

A1 - Warrants Registers or checks certified or approved by the City Treasurer and Finance Director as conforming to authorized expenditures set forth in the City Council adopted City Budget.

A1.1 Prepayments – pre-paying allows the City to take advantage of allowable prompt payment discounts and make payments on due dates of invoices. This involves the issuance of checks prior to final warrant approval. *Automated Clearing House* (ACH) transactions are made using a network that electronically moves money between the City's bank accounts to a payee's bank account. This is reflected in the **Summary Warrants for Payment and Wire Transfers/ACH Transactions as Accounts Payable prepaid warrants for payment**. Wire Transfer is a method of electronic funds transfer from the City of Maywood to one person or organization (payrolls and fees for electronic transfers).

A1.2 Regular Payment – To avoid late fees for payments made beyond due dates of invoices, checks are prepared prior to final warrant approval by the City Council. This is reflected in the **Summary Warrants for Payment and Wire Transfers/ACH Transactions as Accounts Payable regular warrants for payment**. After City Council approval, the checks are signed and distributed.

B - DOCUMENTATION – The City uses a Management Control by producing a *summary document* (Exhibit A - Summary Warrants for Payment and Wire Transfers/ACH transactions) that represents the cash disbursements required and the City uses an Internal Control by producing a detailed document (Exhibit B – Detail Warrants for Payment) that details information about each check issued for Prepaids and or to-be-paid for Regular Payments. These “disbursements” are accounted for in the FY 2021-22 budget.

B1 – SUMMARY WARRANTS FOR PAYMENT AND WIRE TRANSFERS/ACH TRANSACTIONS provide an accounting of the Accounts Payable Registers, wire transfers (*method of electronic funds transfer from the City of Maywood to one person or organization*), and Automated Clearing House (ACH) transactions.

B2 – DETAIL WARRANTS FOR PAYMENTS provides the detailed information of approved payments made to the City's vendors and contractors by check number, identification of prepaid, date of warrant, vendor name, check amount, transaction description, and fund source. Wire transfers also enable the City to send electronic funds to the bank accounts of the City's vendors and contractors. The warrant registers, wire transfers, and net payrolls reflect the financial obligations of the City for the above-referenced dates.

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:

Total warrants, transfers, and wires issued (net of any voided payments) during the period of August 3, 2022 through September 2, 2022, and net payrolls dated July 17, 2022 through July 30, 2022.

ATTACHMENT(S)

1. Exhibit A Summary Warrant Demand 9.14.22
2. Exhibit B Warrant Register Detail 9.14.22

RESOLUTION NO. 6263

**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 \$1,394,059.16 are hereby ratified:

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

PASSED, APPROVED AND ADOPTED THIS 14th day of September, 2022.

Heber Marquez, Mayor

ATTEST:

APPROVED AS TO FORM:

Andrea Aguilar, City Clerk

Roxanne Diaz, City Attorney

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

I, Andrea Aguilar , City Clerk of the City Council of the City of Maywood, do hereby certify that foregoing Resolution No. 6263 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 14th day of September, 2022 by the following roll call vote, to wit:

AYES:

NAYES:

ABSENT:

ABSTAINED:

Andrea Aguilar, City Clerk

City of Maywood
Summary Warrants for Payment and Wire Transfers/ACH Transactions
Council Meeting Date
Wednesday, September 14, 2022

Accounts Payable

	Amount
Accounts Payable prepaid warrants for payment: Checks No. 089901 - 089958	\$ 714,121.31
Accounts Payable regular warrants for payment: Checks No. 089959 - 090003	\$ 270,184.15
Sub-total	\$ 984,305.46

Wire Transfers/ACH Transactions

08/03/22 8x8 Inc - Monthly Phone Maintenance	\$ 411.11
08/03/22 CalPERS Unfunded Liability Payment Plan - Safety & Misc. Employees - August 2022	\$ 9,872.83
08/03/22 CalPERS Health Premium August 2022	\$ 28,266.95
08/04/22 Payroll Pay Period 7/17/2022 - 7/30/2022	\$ 44,099.69
08/04/22 California Joint Powers Insurance Authority (CJPIA) repayment plan agreement - August 2022	\$ 22,355.58
08/10/22 CalPERS GASB 68 Reporting Services Fee	\$ 1,050.00
08/12/22 US Bank - Analysis Service Charge	\$ 1,067.06
08/12/22 Keenan & Associates - Liability Insurance & Admin Fee	\$ 159,985.00
08/18/22 Payroll Pay Period 7/31/2022 - 8/13/2022	\$ 44,168.55
08/19/22 ADP Payroll Fees	\$ 7.44
08/23/22 CalPERS Employer Contribution 7/17/2022 - 7/30/2022	\$ 7,104.63
08/23/22 CalPERS Employer Contribution 7/31/2022 - 8/13/2022	\$ 7,117.02
09/01/22 Payroll Pay Period 8/14/2022 - 8/27/2022	\$ 44,544.07
09/01/22 US Bank - Merchant Fees	\$ 1,562.11
09/02/22 CalPERS Unfunded Liability Payment Plan - Safety & Misc. Employees - September 2022	\$ 9,872.83
09/02/22 CalPERS Health Premium September 2022	\$ 28,268.83
Sub-total	\$ 409,753.70

Total Demands \$ 1,394,059.16

City of Maywood
Detail Warrants for Payment
Warrants No. 089901 to 090003

Check No.	Prepays	Date	Vendor Name	Check Amt	Transaction Description	Fund
089901	P	8/10/2022	Balaban & Spielberger, LLP	250,000.00	Settlement Agmt-Bell Gardens	General Fund - 100
089902	P	8/10/2022	GovernmentJobs.com Inc. dba NeoGov	6,949.37	Additional Subscription Fee-Govjobs 08/08/22 to 08/07/23 Government Jobs Annual Subscription 07/01/22 to 06/30/23	General Fund - 100
089903	P	8/16/2022	Municipal Insurance Cooperative	175,266.45	Broker Fee from 7/1/22 to 7/1/23 Commercial Auto Insurance Coverage from 7/1/22 to 7/1/23 Commercial Auto Ins Premium Policy from 7/1/22 to 7/1/23 Cyber Liability Insurance from 7/1/22 to 7/1/23 Employment Prac. Liability Policy from 7/1/22 to 7/1/23 Premium Crime Policy from 7/1/22 to 7/1/23 Property Coverage from 7/1/22 to 7/1/23	General Fund - 100
089904	P	8/18/2022	Norma A. Flores	3,430.49	Replacement Payroll Check for March - April 2022	General Fund - 100
089905	P	8/18/2022	Amazon Capital Services	820.22	Credit for return Inv # 177R-FW1W-6YGG Personnel Items Risk Management Office Supplies Screen for Events Supplies for Chamber/Elections Supplies for National Night Out Event	General Fund - 100
089906	P	8/18/2022	AT&T	25.04	Emergency Elevator Services - 07/01/22 to 07/31/22	General Fund - 100
089907	P	8/18/2022	Brinks Inc.	208.95	Additional Cash Handling - July 2022 July 2022 Cash Handling Services	General Fund - 100
089908	P	8/18/2022	California Consulting Inc.	7,000.00	Grant Writing Serv Mnthly Retainer - August 2022 Grant Writing Services Monthly Retainer - July 2022	General Fund - 100
089909	P	8/18/2022	California Contract Cities Association - CCCA	3,800.00	Annual Membership Dues 7-1-22 to 6-30-23	General Fund - 100
089910	P	8/18/2022	CivicPlus LLC	450.00	Municode Administrative Support Fee	General Fund - 100

City of Maywood
Detail Warrants for Payment
Warrants No. 089901 to 090003

Check No.	Prepays	Date	Vendor Name	Check Amt	Transaction Description	Fund
089911	P	8/18/2022	Matthew A. McDonald dba CSM Consulting LLC	8,500.00	Reconfigure of MIP Database 1st pmt	General Fund - 100
089912	P	8/18/2022	Daily Journal Corporation	835.00	Publication of Notice of Elections Publication of Notice of Elections - Spanish Publication of Notice of Ordinance Publication of Official Notice of Ordinance	General Fund - 100
089913	P	8/18/2022	EMPLOYMENT DEVELOPMENT DEPT	5,722.78	Liability benefit ending August 30, 2022 Unemployment benefit ending June 30, 2022	General Fund - 100
089914	P	8/18/2022	GWMA	26,995.97	Admin & Cost Sharing for Prop 1 Stormwater Impl FY22-23 Admin & Cost Sharing Harbor Toxic Upstream FY22-23	General Fund - 100
089915	P	8/18/2022	George Hill Company	364.50	City Claims / Adjuster - July 2022	General Fund - 100
089916	P	8/18/2022	Infinity Technologies	3,680.00	Monthly IT Services Fee - July 2022	General Fund - 100
089917	P	8/18/2022	Gregory Kiley dba Kiley & Associates LLC	3,900.00	Federal Legislative Advocacy Consultant 06/15/22 to 07/15/22	General Fund - 100
089918	P	8/18/2022	Quadient Leasing USA Inc.	989.66	Postage Machine Lease - 7/22/22 to 10/21/22	General Fund - 100
089919	P	8/18/2022	Tri-City Mutual Water Company	2,837.00	5000 Slauson Ave 07/01/22 to 07/31/22 5950 Walker Ave 07/01/22 to 07/31/22	General Fund - 100
089920	P	8/18/2022	MV Cheng & Associates Inc.	10,366.25	Senior Acct/Acct Tech Consult Services - July 2022	General Fund - 100
089921	P	8/18/2022	Nancy Rodriguez	1,125.00	N. Rodriguez - Reimburse Membership/Conf	General Fund - 100
089922	P	8/18/2022	Procure America	3,411.90	Utility Services Review and Analysis	General Fund - 100
089923	P	8/18/2022	QDoxs	279.99	Additional Copier Base Charge - July 2022 Copier Base Charge - August 2022 Copier Base Charge - July 2022	General Fund - 100
089924	P	8/18/2022	Radco Ice LLC dba Kona Ice	275.00	National Night Out - Kona Ice for 100 extra cups	General Fund - 100

City of Maywood
Detail Warrants for Payment
Warrants No. 089901 to 090003

Check No.	Prepays	Date	Vendor Name	Check Amt	Transaction Description	Fund
089925	P	8/18/2022	Southeast Rio Vista YMCA	1,500.00	Family Summer Swim	Local Fiscal Recovery Fund - 273
089926	P	8/18/2022	Sparkletts Drinking Water Corp	114.32	City Hall Office Water Services - July 2022	General Fund - 100
089927	P	8/18/2022	Staples Business Advantage	302.11	Office Supplies for Chamber/Elections	General Fund - 100
089928	P	8/18/2022	The House of Printing, Inc.	686.86	City Stock of Envelopes and Letterhead	General Fund - 100
089929	P	8/18/2022	Time Warner Cable	1,263.60	Internet and Phone Service - August 2022 Internet and Phone Service - July 2022	General Fund - 100
089930	P	8/18/2022	U.S. Bank Corporate Payment System	4,034.27	Acct#4246044555755283 Cred Crd 6/15/22 to 7/15/22	General Fund - 100
089931	P	8/18/2022	U.S. Bank Operations Center	132,716.56	Acct#247468000 Cert of Participation, 2022 Series A	General Fund - 100
089932	P	8/18/2022	Xerox Financial Services	809.04	Lease Payments - 06/30/22 to 07/29/22	General Fund - 100
089933	P	8/18/2022	Brinks Inc.	203.30	Cash Handling Service for August 2022	General Fund - 100
089934	P	8/18/2022	Southern California Edison	23,783.69	5916 King/5913 Mayflower Ave PED 07/11/22 to 08/08/22 Acct#700405141156 Various Locations- July 2022 Various Locations 07/01/22 to 07/31/22 5317 Atlantic Ave PED 06/16/22 to 07/17/22 5317 Atlantic Ave PED 07/18/22 to 08/15/22	General Fund - 100 Gas Tax Fund - 212 Street Lighting Fund - 251
089935	P	8/18/2022	The Gas Company	63.65	4317 Slauson Ave 7/11/22 to 8/9/22 Library 4323 Slauson Ave. 7/11/22 to 8/9/22 4319 Slauson Ave 7/11/22 to 8/9/22	General Fund - 100
089945	P	9/1/2022	Andrea Nohemi Aguilar	300.00	September 2022 City Clerk Stipend	General Fund - 100
089946	P	9/1/2022	Angel Villegas	698.71	Retiree Medical Reimbursement-September 2022	General Fund - 100
089947	P	9/1/2022	Benefit Coordinators Corporation (BCC)	2,281.80	Dental and Vision Insurance - September 2022	General Fund - 100

**City of Maywood
Detail Warrants for Payment
Warrants No. 089901 to 090003**

Check No.	Prepays	Date	Vendor Name	Check Amt	Transaction Description	Fund
089948	P	9/1/2022	Brent Talmo	698.71	Retiree Medical Reimbursement-September 2022	General Fund - 100
089949	P	9/1/2022	Bruce Leflar	1,290.56	Retiree Medical Reimbursement - September 2022	General Fund - 100
089950	P	9/1/2022	Christine M. Locher	232.94	Retiree Medical Reimbursement - September 2022	General Fund - 100
089951	P	9/1/2022	Edward Ahrens	1,290.56	Retiree Medical Reimbursement - September 2022	General Fund - 100
089952	P	9/1/2022	Mary Mariscal	50.00	September 2022 City Treasurer Stipend	General Fund - 100
089953	P	9/1/2022	Paul Pine	1,722.43	Retiree Medical Reimbursement - September 2022	General Fund - 100
089954	P	9/1/2022	Robert Leach	1,005.00	Retiree Medical Reimbursement - September 2022	General Fund - 100
089955	P	9/1/2022	Ronald Lindsey	1,096.31	Retiree Medical Reimbursement - September 2022	General Fund - 100
089956	P	9/1/2022	Scott C. Anderson	1,290.56	Retiree Medical Reimbursement - September 2022	General Fund - 100
089957	P	9/1/2022	Southeast Rio Vista YMCA	9,950.00	YMCA Swim/Sleep Away Camp Programs	Local Fiscal Recovery Fund - 273
089958	P	9/1/2022	U.S. Bank Corporate Payment System	9,502.76	Acct#4246044555755283 Credit Card 7/14/22 to 8/15/22	General Fund - 100
089959		9/14/2022	ACC Business	824.22	Internet Services - 7/11/22 to 8/10/22	General Fund - 100
089960		9/14/2022	Amazon Capital Services	496.83	HR Office Supplies Outdoor American Flag Paper for Events Permanent Markers for Planning/Building Staff Pool Day at the YMCA Event Riverfront Park Flags	General Fund - 100
089961		9/14/2022	AT&T	25.18	Emergency Elevator Services from 07/10/22 - 08/09/22	General Fund - 100
089962		9/14/2022	AT & T Long Distance	45.03	Emergency Elevator Phone Long Distance 7/22	General Fund - 100
089963		9/14/2022	BELL'S GLASS	673.98	Glass Window Replacement	General Fund - 100

**City of Maywood
Detail Warrants for Payment
Warrants No. 089901 to 090003**

Check No.	Prepays	Date	Vendor Name	Check Amt	Transaction Description	Fund
089964		9/14/2022	California City Management Foundation	400.00	Membership Renewal Fee for FY 7/1/22 to 6/30/23	General Fund - 100
089965		9/14/2022	CivicPlus LLC	20,658.30	Hosting & Security Annual Fee - 09/23/2022 to 09/22/2023 Media Annual Fee - 09/23/2022 to 09/22/2023 Online Code Hosting - 10/01/22 to 09/30/23	General Fund - 100
089966		9/14/2022	Clark Hill PLC	3,211.50	Legal Services - 05/25/21 to 06/27/22	General Fund - 100
089967		9/14/2022	Colantuono Highsmith & Whatley PC	116.14	Under Collection of Utility User Taxes - July 2022	General Fund - 100
089968		9/14/2022	County of L.A. Dept. of Animal Control	12,479.69	Animal Control Services for July 2022	General Fund - 100
089972		9/14/2022	Crosstown Electrical & Data Inc.	25,127.17	Pixley Park - Flickering Park Light 3644 58th St - Safety Lights Were Cut 4700 Slauson - Removed Damaged Pole/Installed New 4717 Slauson - Broken Pull Box Lid 57th & Everett - Safety/Street Light Blacked Out Atlantic & 53rd - S/L Pole Stand Atlantic & 55th - WB NWC Blacked Out/Dimming Traffic Signal Atlantic & 57th - NB NEC PED Knocked Down Atlantic & 60th - Intersection Blacked Out Atlantic & Randolph - SEC Blacked Out/Dimming Traffic Signal Atlantic & Slauson - NWC Hand Hole Covers Missing Citywide - Safety/Street Lights Checked Pine & 55th - Blacked Out Street Lights Preventative Maintenance - July 2022 Preventative Maintenance - June 2022 Preventative Maintenance - May 2022 Slauson & Alamo - SWC PED Push Button Hit Slauson & Corona - Intersections Blacked Out Slauson & Everett - Intersection in Red Flash Slauson & Everett - PED Push Button Plate Missing Slauson & Mayflower - Installed Stainless Steel Service Cabi Slauson & Woodlawn - Signal Pole Hit Slauson & Mayflower - Service Vandalized Slauson & Loma Vista - Intersection Blacked Out	General Fund - 100 Street Lighting Fund - 251
089973		9/14/2022	Daily Journal Corporation	825.00	Publication of Notice Inviting Bids	General Fund - 100

City of Maywood
Detail Warrants for Payment
Warrants No. 089901 to 090003

Check No.	Prepays	Date	Vendor Name	Check Amt	Transaction Description	Fund
089974		9/14/2022	Dapeer, Rosenblit & Litvak, LLP	403.50	Code Enforcement Legal Services - July 2022	General Fund - 100
089975		9/14/2022	Dave and Frank Automotive	20.00	VIN#1N4BZ0CP4AHC307470 NISSAN TIRE REPAIR	General Fund - 100
089976		9/14/2022	Dewey Pest Control	282.00	August 2022 Pest Control Services July 2022 Pest Control Services	General Fund - 100
089977		9/14/2022	Marco Tulio Mancia Caballero dba Elim HVAC	101.97	Building AC Service - City Hall	General Fund - 100
089978		9/14/2022	Expert Building Maintenance LLC	15,200.00	City Hall/Police Dept/Parks Janitorial Services - August 2022 City Hall/Police Dept/Parks Janitorial Services - July 2022	General Fund - 100
089979		9/14/2022	George Hill Company	879.00	City Claims / Adjuster - August 2022	General Fund - 100
089980		9/14/2022	Gerald Gomez	6.55	Purchase for Food Bank Event	General Fund - 100
089981		9/14/2022	Home Depot Commercial Acct Pro	77.09	Building Janitorial Supplies	General Fund - 100
089982		9/14/2022	Identity Theft Guard Solutions Inc.	3,981.35	Data Breach Response Services	General Fund - 100
089983		9/14/2022	Gregory Kiley dba Kiley & Associates LLC	3,900.00	Federal Legislative Advocacy Consultant 7/15/22 to 8/15/22	General Fund - 100
089984		9/14/2022	Los Angeles County Fire Department	1,292.00	LACo/CUPA#AR0013523 Hazardous Waste/Materials	General Fund - 100
089985		9/14/2022	Mapcon Technologies Inc.	249.00	Building & Safety Software Monthly Fee - Sept 2022 Building and Safety Software Monthly Fee - Aug 2022 Building and Safety Software Monthly Fee - July 2022	General Fund - 100
089986		9/14/2022	Maywood Mutual Water No.1	612.29	3530 E. Slauson Ave 06/16/22 to 08/22/22 6135 Atlantic Ave. 06/16/22 to 08/22/22 3630 E. Slauson Ave 06/16/22 to 08/22/22 3728 E. Slauson Ave. 06/16/22 to 08/22/22 4400 E Slauson Ave 06/16/22 to 08/22/22 4400 E. Slauson Ave 06/16/22 to 08/22/22 5921 Atlantic Ave 06/16/22 to 08/22/22 5961 Atlantic Ave. 06/16/22 to 08/22/22 6027 Atlantic Ave. 06/16/22 to 08/22/22	General Fund - 100

City of Maywood
Detail Warrants for Payment
Warrants No. 089901 to 090003

Check No.	Prepays	Date	Vendor Name	Check Amt	Transaction Description	Fund
089987		9/14/2022	Tri-City Mutual Water Company	3,853.95	4800 Slauson Ave. 06/28/22 to 08/22/22 5000 Slauson Ave. 08/01/22 to 08/31/22 5950 Walker Ave. 08/01/22 to 08/31/22	General Fund - 100
089988		9/14/2022	Mosca Design	85,389.33	Christmas Decorations	General Fund - 100
089989		9/14/2022	Nationwide Environmental Services	7,410.00	Street Sweeping Services for August 2022	General Fund - 100
089990		9/14/2022	North Star Landcare	9,831.25	July 2022 Landscape Services	General Fund - 100 Gas Tax Fund - 212
089991		9/14/2022	Public Agency Risk Management Assoc	150.00	Membership Dues Term 7/1/22 to 6/30/23	General Fund - 100
089992		9/14/2022	Phoenix Group Information Systems	5,382.41	July 2022 Citation Processing Fee July 2022 Citation Processing FTB Intercept Letters July 2022 Permit Processing Fee	General Fund - 100
089993		9/14/2022	QDoxs	37.78	Copier Base Charge - August 2022	General Fund - 100
089994		9/14/2022	Richards Watson & Gershon	17,596.27	General Legal Services - July 2022 Legal Services - adv Bell Gardens July 2022 Legal Services - adv. Jose Mendoza July 2022 Legal Services - Cannabis Business July 2022	General Fund - 100
089995		9/14/2022	Shirley Quinones	61.25	S Quinones-Reimbursement for Mileage	General Fund - 100
089996		9/14/2022	Sparkletts Drinking Water Corp	173.47	City Hall Offices Water Service - August 2022	General Fund - 100
089997		9/14/2022	Sprint	443.36	Cell Phone Service - 07/24/22 to 08/23/22	General Fund - 100
089998		9/14/2022	Staples Business Advantage	345.54	Office Supplies	General Fund - 100
089999		9/14/2022	Sterndahl Enterprises Inc.	9,637.75	Citywide St Name Sign Replmnt Retention Release	Gas Tax Fund - 212
090000		9/14/2022	Tracepoint LLC.	326.48	Prof Serv Business Email Compromise - July 2022	General Fund - 100
090001		9/14/2022	ULINE INC.	1,405.76	Signage and Dog Waste System Supplies	General Fund - 100
090002		9/14/2022	Vernon City of	69.90	ACCT#413 E Slauson/Downey 6/27/22 to 7/26/22	General Fund - 100
090003		9/14/2022	Walters Wholesale Electric Co.	36,181.86	Power Adapter for Street Lights	General Fund - 100

**City of Maywood
Detail Warrants for Payment
Warrants No. 089901 to 090003**

Check No.	Prepays	Date	Vendor Name	Check Amt	Transaction Description	Fund
TOTAL				<u>984,305.46</u>		

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 4.

DATE: September 14, 2022

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: ANTHONY RAINEY, DIRECTOR OF FINANCE

SUBJECT: REVENUE REPORT JULY 2022

RECOMMENDATION:

Staff recommends that the City Council receive and file the Revenue Report from July 2022.

BACKGROUND:

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

DISCUSSION:

The attached analysis compares prior YTD and current YTD Revenue.

The total revenue received from July 2022 totaled \$3,690,259.52, which is 3.86% higher than the same period last year.

- **GENERAL FUND ANALYSIS-** The General Fund's total resources for the month ended July 21, 2022 were \$59,320.75. This amount was 70.00% above actual resources for the same in Fiscal Year 2021/2022. We note that:
 - **TAXES**
 - Annual Secured Property Tax bills are prepared and mailed to property owners by the Los Angeles County Treasurer and Tax Collector in October of each year. The first installment of a property tax bill is due on November 1 and becomes delinquent after 5:00 p.m. on December 10. The second installment of your tax bill is due on February 1 and becomes delinquent after 5:00 p.m. on April 10. Each installment is subject to penalties if not received by the Los Angeles County Treasurer and Tax Collector by the aforementioned dates and the second installment is also subject to costs in addition to penalties if not paid timely. Subsequently, the remittance of the City's portion of secured property taxes is dependent upon the collection and remittance by the Los Angeles County Treasurer and Tax Collector will not appear on the "taxes" portion of the revenue report until such time,
 - Franchise and Collectors Fees are typically charged on an annual basis to

private sector cable television companies, telecommunication companies, and utility companies as compensation for using public property it owns. None were recorded in July.

- Transient Occupancy Tax - also known as the "bed tax" or "hotel/motel tax" or by the acronym "TOT" is imposed on occupants for the privilege of occupying room(s) in hotels, motels, inns, vacation rental properties etc. in the City with remittances also made to the Los Angeles County Treasurer and Tax Collector. None were recorded in July.
- Sales Tax Revenue are collected from customers by retailers in the City. These retailers are registered with and remit their sales tax collections to the California Department of Tax and Fee Administration (CDTFA) who allocates the City's portion during certain periods of the fiscal year. None were recorded in July.
- LICENSES AND PERMITS are permit, license, registration, consent, fee, approval or other authorization provided or granted by or from a the City that is required to operate a business, undertake an action or activity, or utilize a vehicle. Many of the City's fees, permits and licenses also cover the cost of regulating, inspecting and administering construction and business activities. The City contracts with Hinderliter, de Llamas & Associates (HdL) Companies for managing and collecting business licenses on an annual basis.
- CHARGES FOR SERVICES reflect all revenues from charges for current services, excluding revenues of intergovernmental service funds. Includes revenues related to services performed whether received from private individuals or from other governmental units, utility provision or City property leased. When a customer requests and submits their required documents for plan check review by City staff, they pay a Plan Check Fee. For July, Plan Check Fee collections were more than twice the amount collected in July 2021.
- FINES AND FORFEITURES are financial penalties imposed for violations of the Municipal Code. Administrative Citations for July 2022 greatly surpassed the amounts collected in July 2021. Parking Fine payments were lower than July 2021. However, fines and forfeiture collections were approximately 41% higher than the prior year.

- *SPECIAL REVENUE FUND* - The total Special Revenue Fund received totaled \$3,630,938.77, which is 3.21% higher than the same period last year. The City received the second installment in the amount of \$3,226,257 from the American Rescue Plan Act of 2021 (ARPA). These Funds support cities in mitigating the fiscal effects stemming from the public health emergency caused by COVID-19.

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:

No Fiscal Impact as this is for financial reporting purposes.

ATTACHMENT(S)

1. July 2022 - City of Maywood FY2022-23

	C - Prior Fiscal Year to Date Revenue	B - Current Fiscal Year to Date Revenue	D - Current YTD versus Prior YTD \$ Difference	E - Current YTD Prior YTD % Difference	G - Adopted Budget FY 2022-23	H - % of FY 2022-2023 YTD Revenue Received
			(C minus B)	(C divided by B minus 1)		(C divided by G)

GENERAL FUND TAXES: A tax is a compulsory monetary contribution to the City's revenue, assessed and imposed by the City on the activities, expenditure, income, occupation, privilege, property, etc., of individuals and organizations.						
Taxes:						
Franchise & Collectors Fee	\$0.00	\$0.00	\$0.00	0.00%	\$358,952.00	0.00%
Property Taxes	\$0.00	\$0.00	\$0.00	0.00%	\$714,301.00	0.00%
Utility Users Tax	\$0.00	\$3,687.25	\$3,687.25	0.00%	\$1,102,415.00	0.33%
Transfer Tax (Real Estate)	\$0.00	\$0.00	\$0.00	0.00%	\$28,465.00	0.00%
Transient Occupancy Tax	\$0.00	\$0.00	\$0.00	0.00%	\$68,097.00	0.00%
Cannabis Sales Tax	\$0.00	\$0.00	\$0.00	0.00%	\$1,980,241.00	0.00%
Sales Tax Revenue	\$0.00	\$0.00	\$0.00	0.00%	\$2,200,048.00	0.00%
Taxes Totals	\$0.00	\$3,687.25	\$3,687.25	0.00%	\$6,452,519.00	0.06%

GENERAL FUND FEES: A fee is a charge imposed on an individual for a service that the person chooses to receive. A fee may not exceed the estimated reasonable cost of providing the particular service or product for which the fee is charged, plus overhead. Fees are charged for specific services, and fee revenue may fund only those services and related expenses. LICENSES and PERMITS are types of fees allowing for the operation within the City.						
Licenses & Permits:						
Compliance Program Fee	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	0.00%
Residential & Building Permits	\$878.42	\$3,345.40	\$2,466.98	280.84%	\$13,261.00	25.23%
Public Works Permit Fees	\$16,664.00	\$27,282.50	\$10,618.50	63.72%	\$160,000.00	17.05%
Other Fees & Permits	\$1,445.80	\$1,862.88	\$417.08	28.85%	\$26,246.00	7.10%
Occupancy Permits	\$2,957.80	\$597.40	(\$2,360.40)	-79.80%	\$15,000.00	3.98%
Building Permits	\$1,830.03	\$9,978.51	\$8,148.48	445.26%	\$72,000.00	13.86%
Compliance and Review Fees - Cannabis	\$0.00	\$0.00	\$0.00	0.00%	\$80,000.00	0.00%
Commercial Cannabis Renewal	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	0.00%
Parking Permits	\$60.00	\$101.00	\$41.00	68.33%	\$60,000.00	0.17%
Apartment License	\$10.00	\$0.00	(\$10.00)	-100.00%	\$2,500.00	0.00%
Business License	\$3,146.00	\$0.00	(\$3,146.00)	-100.00%	\$250,324.00	0.00%
Vehicle License Fee - LA County	\$0.00	\$0.00	\$0.00	0.00%	\$3,300,000.00	0.00%
Licenses and Permits Totals	\$26,992.05	\$43,167.69	\$16,175.64	59.93%	\$3,979,331.00	1.08%

GENERAL FUND CHARGES FOR SERVICES: Charges to cover administrative costs for the provision of services.						
Charges for Services:						
Rubbish Assessment	\$0.00	\$0.00	\$0.00	0.00%	\$7,000.00	0.00%

	C - Prior Fiscal Year to Date Revenue	B - Current Fiscal Year to Date Revenue	D - Current YTD versus Prior YTD \$ Difference	E - Current YTD Prior YTD % Difference	G - Adopted Budget FY 2022-23	H - % of FY 2022-2023 YTD Revenue Received
			(C minus B)	(C divided by B minus 1)		(C divided by G)
Plan Check Fees	\$2,235.23	\$4,293.31	\$2,058.08	92.07%	\$70,000.00	6.13%
Rents & Concessions	\$1,984.50	\$1,984.50	\$0.00	0.00%	\$26,000.00	7.63%
Charges for Services Totals	\$4,219.73	\$6,277.81	\$2,058.08	48.77%	\$103,000.00	6.09%
GENERAL FUND FINES AND FORFEITURES: Penalties imposed by the City in the form of money or goods for a violation of an ordinance, law, regulation or rule.						
Fines and Forfeitures:						
Penalties: Apt & Bus License	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	0.00%
SEMC: Court Collections (DMV)	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	0.00%
Administrative Citations	\$100.00	\$2,100.00	\$2,000.00	2000.00%	\$85,000.00	2.47%
Parking Fines	\$2,082.00	\$970.00	(\$1,112.00)	-53.41%	\$410,000.00	0.24%
Fines and Forfeitures Totals	\$2,182.00	\$3,070.00	\$888.00	40.70%	\$495,000.00	0.62%
GENERAL FUND LEASES AND CONCESSIONS: A rent or lease or payment for the use of a the City's property.						
Leases and Concessions:						
Leased Property Rental Income	\$1,500.00	\$2,500.00	\$1,000.00	66.67%	\$50,000.00	5.00%
Leases and Concessions Totals	\$1,500.00	\$2,500.00	\$1,000.00	66.67%	\$50,000.00	5.00%
GENERAL FUND MISCELLANEOUS: A General Fund revenue not covered in another revenue category.						
Miscellaneous:						
Good Corporate Citizen Program	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	0.00%
Interest Income	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	0.00%
Miscellaneous Revenue	\$0.00	\$618.00	\$618.00	0.00%	\$33,500.00	1.84%
CARES Act Reimbursement	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	0.00%
Other (Recycle + ABx1 Reimbursement)	\$0.00	\$0.00	\$0.00	0.00%	\$1,200.00	0.00%
Miscellaneous Revenue Totals	\$0.00	\$618.00	\$618.00	0.00%	\$34,700.00	1.78%
GENERAL FUND RETIREE PENSION LEVY: An amount of revenue from the property tax levy approved by the voters for the purpose of paying the cost to the City of the Public Employees Retirement System (PERS).						
Retiree Pension Levy:						
Retiree Pension Levy	\$0.00	\$0.00	\$0.00	0.00%	\$1,208,812.00	0.00%
Retiree Pension Levy Totals	\$0.00	\$0.00	\$0.00	0.00%	\$1,208,812.00	0.00%
General Fund Revenue Totals	\$34,893.78	\$59,320.75	\$24,426.97	70.00%	\$12,323,362.00	0.48%
SPECIAL REVENUE FUND SPECIAL REVENUE FUND: Collections of revenues in special funds that must be used for the established purposes of the funds to provide an extra level of accountability and transparency.						
Gas Tax	\$72,208.67	\$0.00	(\$72,208.67)	-100.00%	\$625,200.00	0.00%
Transportation Development Act (TDA)	\$0.00	\$0.00	\$0.00	0.00%	\$192,000.00	0.00%
Bikeway						
Proposition A	\$69,653.92	\$72,022.19	\$2,368.27	3.40%	\$651,000.00	11.06%
Proposition C	\$57,776.09	\$60,110.83	\$2,334.74	4.04%	\$750,000.00	8.01%
Measure R	\$43,292.56	\$44,792.16	\$1,499.60	3.46%	\$1,184,960.00	3.78%
Measure M	\$48,910.59	\$50,725.00	\$1,814.41	3.71%	\$1,250,000.00	4.06%
Senate Bill 1 (SB 1)	\$0.00	\$0.00	\$0.00	0.00%	\$528,284.00	0.00%

	C - Prior Fiscal Year to Date Revenue	B - Current Fiscal Year to Date Revenue	D - Current YTD versus Prior YTD \$ Difference	E - Current YTD Prior YTD % Difference	G - Adopted Budget FY 2022-23	H - % of FY 2022-2023 YTD Revenue Received
			(C minus B)	(C divided by B minus 1)		(C divided by G)
Community Development Block Grant (CDBG)	\$0.00	\$0.00	\$0.00	0.00%	\$391,053.00	0.00%
Air Quality Management District (AQMD) Grant	\$0.00	\$0.00	\$0.00	0.00%	\$36,375.00	0.00%
Supplemental Law Enforcement Services Fund (SLESF) Grant	\$0.00	\$0.00	\$0.00	0.00%	\$155,000.00	0.00%
Measure A	\$0.00	\$0.00	\$0.00	0.00%	\$651,000.00	0.00%
Lighting & Landscaping	\$0.00	\$0.00	\$0.00	0.00%	\$308,000.00	0.00%
Successor Agency Trust Fund - City of Maywood serves as the Successor Agency to the Maywood Redevelopment Agency	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	0.00%
Sewer Fund	\$0.00	\$0.00	\$0.00	0.00%	\$301,614.00	0.00%
Grant/Reimb (Fed/State/County)	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	0.00%
Local Fiscal Recovery Fund	\$3,226,257.00	\$3,226,257.00	\$0.00	0.00%	\$0.00	0.00%
Measure W	\$0.00	\$177,031.59	\$177,031.59	0.00%	\$171,818.00	103.03%
Special Revenue Totals	\$3,518,098.83	\$3,630,938.77	\$112,839.94	3.21%	\$7,196,304.00	50.46%
Total Revenues	\$3,552,992.61	\$3,690,259.52	\$137,266.91	3.86%	\$19,519,666.00	18.91%

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 5.

DATE: September 14, 2022

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: OKAN DEMIRCI, CITY ENGINEER

SUBJECT: ACCEPTANCE OF SIDEWALK REHABILITATION PROJECT FISCAL YEAR 2020-2021
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)

RECOMMENDATION:

It is recommended that the City Council: (1) accept project completion for the Sidewalk Rehabilitation Project 602178-20 for Fiscal Year 2020-2021 as performed by Onyx Paving Company, Inc. for a total amount of \$96,000.00; (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 \$4,800.00 to Onyx Paving Company within 35 days following recordation of the Notice of Completion..

BACKGROUND:

On January 26, 2022, the City Council awarded a public works contract totaling \$96,000 to Onyx Paving Company, Inc. for the Sidewalk Rehabilitation Project 602178-20 for FY 2020-2021.

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

DISCUSSION:

The City of Maywood completes many capital improvement projects each year. These projects include the construction, maintenance, or rehabilitation of facilities, parks, roads, and other infrastructure to enhance the City. The City of Maywood accepts a project as being complete and files a Notice of Completion with the Los Angeles County Recorder. The Notice of Completion notifies everyone who worked on a project that the project is complete.

The notice includes the date the project was completed, a description of the project site or address, and name of the contractor. The project includes the removal of existing sidewalks and curb ramps at various locations Citywide and other incidental and appurtenant work necessary for the proper construction of new sidewalks and curb ramps. As part of the work, 5,750 square feet of concrete sidewalk, and 5 concrete pedestrian access ramps were reconstructed at various locations Citywide.

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:

There is no fiscal impact associated with this action, work was completed within previously approved Fiscal Year 2020-2021 budget.

ATTACHMENT(S)

1. Attachment 1, Notice of Completion

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 April 29, 2022.
The work was: Sidewalk Rehabilitation Project FY 2020-2021 (CDBG)

8. The name of the contract, if any, for such work of improvement was
Onyx Paving Company, Inc January 26, 2022
(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 West Covina, 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 OFFICIALLY 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. 6.

DATE: September 14, 2022

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: MOHAMMAD MOSTAHKAMI, PE

SUBJECT: RESOLUTION NO. 6264 ADOPTING THE CALTRANS LOCAL ASSISTANCE MANUAL CHAPTER 10 FOR CONSULTANT SELECTION FOR STATE AND FEDERALLY FUNDED PROJECTS

RECOMMENDATION:

It is recommended that City Council adopt Resolution No. 6264 adopting the Caltrans Local Assistance Procedures Manual Chapter 10 for Consultant Selection.

BACKGROUND:

The City of Maywood is responsible for constructing transportation projects that are State and Federally funded. In order to comply with the Federal regulations, certain services including Architectural and Engineering (A&E) are contracted out to qualified firms. The Federal regulations set forth standards for procuring and administering A&E contracts and the provisions of the Brooks Act (40 United States Code, Section 1104) requires local agencies to award federally funded engineering and design-related contracts, otherwise known as A&E contracts, on the basis of fair and open competitive negotiations, demonstrated competence, and professional qualifications.

Additionally, pursuant to 23 CFR (Code of Federal Regulations) part § 172.5 - Program Management and Oversight, Section (b) Subrecipient Responsibilities, local agencies such as the City are required to develop and sustain organizational capacity and provide the resources necessary for the procurement, management and administration of engineering and design related consultant services, reimbursed in whole or in part with Federal-Aid Highway Program funding. The provision 23 CFR 172.5 (b)(1) requires local agencies to adopt written policies and procedures for the procurement, management, and administration of engineering and design related consultant services in accordance with applicable Federal and State laws and regulations:

(b) Subrecipient responsibilities. Subrecipients shall develop and sustain organizational capacity and provide the resources necessary for the procurement, management, and administration of engineering and design related consultant services, reimbursed in whole or in part with FAHP funding as specified in 23 U.S.C. 106(g)(4)(A). Responsibilities shall include the following:

(1) Adopting written policies and procedures prescribed by the awarding STA (State Transportation Agency) or other recipient for the procurement, management, and administration of engineering and design related consultant services in accordance with applicable Federal and State laws and regulations; or when not prescribed, shall include:

- (i) Preparing and maintaining its own written policies and procedures in accordance with paragraph (c) of this section; or*
- (ii) Submitting documentation associated with each procurement and subsequent contract to the awarding STA or other grantee for review to assess compliance with applicable Federal and State laws, regulations, and the requirements of this part;*

DISCUSSION:

Title 23 Code of Federal Regulations Part 172 (23 CFR 172) allows the California Department of Transportation (aka Caltrans) Division of Local Assistance (DLA) to prescribe the policies and procedures for engineering and design related services, also known as Architectural and Engineering (A&E). Accordingly, the State of California Department of Transportation (Caltrans) has developed the Local Assistance Procedures Manual (LAPM), Chapter 10, Consultant Selection (copy attached) which sets forth policies and procedures to be utilized by local agencies in the procurement and management of A&E contracts on State and Federal funded transportation projects to ensure compliance with applicable Federal and State laws and regulations and to maintain eligibility for Federal-Aid reimbursement.

Local Public Agencies (LPAs) are responsible for adopting the written policies and procedures prescribed by the awarding State Transportation Agency (STA). A non-compliance of this matter can result in a loss of funds and/or other sanctions.

Staff recommends adoption of the attached Resolution adopting Caltrans LAPM Chapter 10 associated with consultant selection for state and federally funded projects.

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:

Adoption of Resolution has no fiscal impact on the General Fund or other City Funds.

ATTACHMENT(S)

1. Caltrans Local Assistance Manual Chapter 10

RESOLUTION NO. 6264

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MAYWOOD,
CALIFORNIA, ADOPTING CALTRANS LOCAL ASSISTANCE
PROCEDURES MANUAL CHAPTER 10 FOR CONSULTANT SELECTION**

WHEREAS, the City of Maywood is responsible for constructing transportation projects that are State and Federally funded; and

WHEREAS, in order to comply with the Federal regulations certain services including Architectural and Engineering (A&E) services are contracted out to qualified firms; and

WHEREAS, the Federal regulations set forth standards for procuring and administering A&E contracts; and

WHEREAS, the provisions of the Brooks Act (40 United States Code, Section 1104) requires local agencies to award federally funded engineering and design-related contracts, otherwise known as A&E contracts, on the basis of fair and open competitive negotiations, demonstrated competence, and professional qualifications (23 CFR 31.201-3); and

WHEREAS, pursuant to 23 CFR 172.5 (b), local agencies shall develop and sustain organizational capacity and provide the resources necessary for the procurement, management, and administration of engineering and design related consultant services, reimbursed in whole or in part with Federal-Aid Highway Program funding as specified in 23 U.S.C. 106(g)(4)(A); and

WHEREAS, the provision 23 CFR 172.5 (b)(1) requires local agencies to adopt written policies and procedures for the procurement, management, and administration of engineering and design related consultant services in accordance with applicable Federal and State laws and regulations; and

WHEREAS, the State of California Department of Transportation (Caltrans) has developed the Local Assistance Procedures Manual (LAPM), Chapter 10, Consultant Selection (attached herein) which sets forth policies and procedures to be utilized by local agencies in the procurement and management of A&E contracts on state and federal funded transportation projects to ensure compliance with applicable Federal and State laws and regulations and to maintain eligibility for Federal-Aid reimbursement; and

WHEREAS, the City of Maywood desires to adopt Caltrans's LAPM Chapter 10 and the City's conflict of interest policies for compliance with Federal regulations on the procurement and administration of A&E contracts.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MAYWOOD DOES HEREBY RESOLVE, DECLARE AND DETERMINE AS FOLLOWS:

Section 1. The above recitals are true and correct findings of the Maywood City Council.

Section 2. The Local Assistance Procedures Manual, Chapter 10, Consultant Selection dated August 4, 2021 attached herein or as amended in future updates, is approved and adopted.

Section 3. Authorizes the City Manager to approve amendments to the City's adopted A&E Services Administration and Procurement Policies in consultation with the Federal Highways Administration.

Section 4. The City Clerk shall certify to the adoption of this resolution and it shall become effective immediately.

PASSED, APPROVED AND ADOPTED THIS 14th day of September, 2022.

Heber Marquez, Mayor

ATTEST:

APPROVED AS TO FORM:

Andrea Aguilar, City Clerk

Roxanne Diaz, City Attorney

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

I, Andrea Aguilar , City Clerk of the City Council of the City of Maywood, do hereby certify that foregoing Resolution No. 6264 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 14th day of September, 2022 by the following roll call vote, to wit:

AYES:

NAYES:

ABSENT:

ABSTAINED:

Andrea Aguilar, City Clerk



Expires – Upon Issuance of LPP

Adopting Caltrans Local Assistance Procedures Manual Chapter 10: Consultant Selection

I. BACKGROUND

Title 23 Code of Federal Regulations Part 172 (23 CFR 172) allows Caltrans Division of Local Assistance (DLA) to prescribe the policies and procedures for engineering and design related services, also known as Architectural and Engineering (A&E). Local Public Agencies (LPAs) are responsible for adopting the written policies and procedures prescribed by the awarding State Transportation Agency (STA).

FHWA's expectation is to achieve a 100% compliance rate in this area. Past process review findings by DLA showed a significant lack of, or incomplete A&E procurement policies and procedures as one of the most common findings. A non-compliance of this matter can result in a loss of funds and/or other sanctions.

II. POLICY

DLA's policies and procedures for A&E presently reside in Local Assistance Procedures Manual (LAPM) Chapter 10 Consultant Selection (Section 10.1: Federally Funded A&E Contracts). LPAs accept this responsibility when receiving federal funds from DLA, and by signing the Master Agreement for Federal-Aid Projects. DLA requires that local agencies adopt LAPM Chapter 10.

III. PROCEDURE

To meet this requirement, LPAs are required to email and provide one of the following documents to the DLA Office of Guidance and Oversight (OGO) at aeoversight@dot.ca.gov:

- 1) A Board Resolution showing that the LPA is adopting Caltrans LAPM Chapter 10; OR
- 2) An official letter signed by the LPA's Public Works Director or equivalent manager addressed to the DLA OGO Office Chief, stating that the LPA is adopting Caltrans LAPM Chapter 10

Examples of adoption resolution and letter are provided - see Attachments 1 and 2. These examples are for reference only; the appropriate language to be used is determined by the individual LPA.

The target deadline for a 100% compliance rate is November 15th, 2021 for LPAs to demonstrate compliance.



IV. APPLICABILITY/IMPACTS

If DLA's policies & procedures are not adopted, then the Independent Office of Audits and Investigations (IOAI) will likely continue to disclose this audit finding. Failure to comply with this requirement may result in loss of funds as well as jeopardizing future opportunities to receive federal and state funds.

Recommended:	<u>Original Signature by</u> The' Pham Acting A&E Oversight Program Manager	<u>08/04/21</u> Date
Approved:	<u>Original Signature by</u> Bruce Roberts, Acting Office Chief Office of Guidance and Oversight	<u>08/04/21</u> Date

Attachments:

- Attachment 1 – [Sample Agency Letter Adopting Chapter 10](#)
- Attachment 2 – [Sample Agency Resolution Adopting Chapter 10](#)

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 7.

DATE: September 14, 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 CT&T CONCRETE PAVING, INC. FOR SIDEWALK REHABILITATION PROJECT FY 2021-2022 FUNDED BY COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)

RECOMMENDATION:

It is recommended that the City Council approve the plans and specifications for the Sidewalk Rehabilitation Project Number 6216 and award a contract to CT&T Concrete Paving, Inc. for Sidewalk Rehabilitation Project Number 6216 - FY 2021-2022 (CDBG) for a total amount of \$112,500.

BACKGROUND:

The project includes the removal of existing sidewalks and curb ramps at various locations Citywide and other incidental and appurtenant work necessary for the proper construction of new sidewalks and curb ramps. The proposed improvements will be completed within 35 working days.

On August 3, 2022, staff advertised Notice Inviting Bids (NIB) on the City's website in conformance with City of Maywood Municipal Code Section 3-7.04. Bids were due on September 1, 2022 at 4:00 PM.

DISCUSSION:

On September 1, 2022 at 4:00 PM, a total of seven (7) bids were received as shown below:

Company Name	Base Bid Amount
CT&T Concrete Paving	\$112,500.00
MZB Engineering	\$128,736.00
FS Contractors	\$130,500.00
Addison-Miller	\$136,800.00
DASH Construction Company, Inc.	\$138,750.00
Onyx Paving Company, Inc.	\$172,000.00
Gentry General Engineering, Inc.	\$172,000.00

Staff conducted a bid analysis and tabulated the bid schedule submitted by all bidders. During bid review, staff determined that MZB Engineering had a mathematical discrepancy on the total price of bid item 1. As per project specifications, in the case of discrepancies in the amount of bid, unit prices shall govern over extended amounts. The revised total bid amount is calculated as \$128,736 for MZB Engineering, ranking them as apparent 2nd low bidder.

Staff conducted a bid analysis for the apparent 1st low bidder, CT&T Concrete Paving, and verified CA contractor's licensing, Department of Industrial Relations (DIR) registration, state and federal debarment files, and references. Based on the bid analysis, CT&T Concrete Paving was found to be the lowest responsive bidder.

Staff recommends City Council award a contract to CT&T Concrete Paving for a total amount of \$112,500 and authorize the Mayor to execute the contract.

In addition, the City Engineer has reviewed the design plans for the project and in his opinion the design is reasonable and meets professional engineering standards. Therefore, the City Engineer recommends that the City Council also approve the plan and specifications, which are on file in the Department of Public Works.

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:

The total estimated project cost of \$154,687.50 will come from CDBG funds budgeted for in the 2021/22 Capital Improvement Program Project 6216, Fund 16.

Construction Contract	\$112,500.00
Contingency Budget allowance for unforeseen conditions as necessary (25%)	\$28,125.00
Total Construction Budget	\$140,625.00
Construction management and inspection (10% of construction budget)	\$14,062.50
Project Total	\$154,687.50

F.Y. 21-22 Impact: \$154,687.50	Current F.Y. Budget: NA
Fund Impacted: Fiscal Year 2021/2022 Fund 16, Fiscal Year 22/23 Fund 243	Budget adjustment requested: NA
Source of funds: Reimbursements from the City's CDBG funds	Updated Account Budget: NA
Account Number: Services	For fiscal year: NA

ATTACHMENT(S)

1. Agreement with CT&T Concrete
2. CT&T Concrete Bid

**Attachment No. 1 –
Agreement with CT&T Concrete Paving, Inc.**

CONTRACT

CITY OF MAYWOOD CONTRACT FOR SIDEWALK REHABILITATION PROJECT FY 2021-2022 (CDBG)

THIS CONTRACT ("Contract") is made and entered this September 14, 2022 ("Effective Date"), by and between the CITY OF MAYWOOD, a California municipal corporation ("City") and CT&T CONCRETE PAVING, INC., a California Corporation ("Contractor"). Contractor's California State Contractor's license number is 875627; Class A, C-8, and C-12. Contractor's DIR registration number is 1000025154.

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 Sidewalk Rehabilitation Project FY 2021-2022 (CDBG) ("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 One Hundred Twelve Thousand Five Hundred dollars (\$112,500) 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: _____
Mayor

ATTEST:

APPROVED AS TO FORM:

By: _____
City Clerk

By: _____
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 _____

(Name and address of Contractor) ("Principal")

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

SIDEWALK REHABILITATION PROJECT FY 2021-2022 (CDBG)
(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.*

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

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

(Name and address of Contractor) ("Principal")

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

SIDEWALK REHABILITATION PROJECT FY 2021-2022 (CDBG)
(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.

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

☐ Following Form
☐ Umbrella Liability
☐ _____

11. Applicable underlying coverages:

INSURANCE COMPANY	POLICY NUMBER	AMOUNT
_____	_____	_____
_____	_____	_____
_____	_____	_____

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 –
CT&T Concrete Paving, Inc. Bid**

CHECKLIST FOR BIDDERS

The following information is required of all Bidders at the time of Bid submission:

- | | |
|------------|--|
| ✓
_____ | Completed and Signed Bid Cover Form |
| ✓
_____ | Completed and Signed Bid Sheets |
| ✓
_____ | Completed and Signed Questionnaire |
| ✓
_____ | Completed References Form |
| ✓
_____ | Resume of General Construction Superintendent/On-Site Construction Manager |
| ✓
_____ | Completed Subcontractor Designation Form |
| ✓
_____ | Completed and Signed Industrial Safety Record Form |
| ✓
_____ | Completed, Signed and Notarized Bid Bond or Other Security Form |
| ✓
_____ | Signed Non-collusion Declaration Form |
| ✓
_____ | Evidence satisfactory to the City indicating the capacity of the person(s) signing the Bid to bind the Bidder |
| ✓
_____ | Completion and submittal of all CDBG forms: <ul style="list-style-type: none"> • Non-Collusion Declaration • Non-Segregated Facilities Certification • Past Performance Certification • County Lobbying Certification • Worker's Compensation Certification • Contractor List of Proposed Subcontractors • Notice of Equal Employment Opportunity Commitment • Request for Additional Classifications and Rate (If Applicable) |

Federal Lobbying Certification Failure of the Bidder to provide all required information in a complete and accurate manner may cause the Bid to be considered non-responsive.

Failure of the Bidder to provide all required information in a complete and accurate manner may cause the Bid to be considered non-responsive.

BID

CITY OF MAYWOOD

**SIDEWALK REHABILITATION PROJECT FY 2021-2022 (CDBG) PROJECT NO. 6216.1
[PROJECT]**

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>08/21/2022</u>
Addendum No. <u>2</u>	Date: <u>8/29/2022</u>
Addendum No. _____	Date: _____
Addendum No. _____	Date: _____

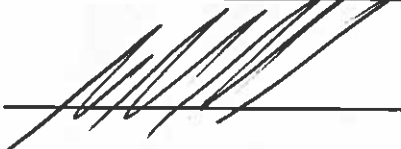
The undersigned submits as part of this Bid a completed copy of its Industrial Safety Record. This Safety Record includes all construction Work undertaken in California by the undersigned and any partnership, joint venture or corporation that any principal of the undersigned participated in as a principal 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

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 875627, Class A, C8, C12, which expires on 04/30/2024.

Bidder's Name: CT&T Concrete Paving Inc.

Signature: 

Title: President Date: 08/30/2022

Signature: _____

Title: _____ Date: _____

CITY OF MAYWOOD

BID SHEETS FOR

SIDEWALK REHABILITATION PROJECT FY 2021-2022 (CDBG) [PROJECT]

Bidder's Name: CT&T Concrete Paving Inc.

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:

BID SCHEDULE:

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICES	EXTENDED AMOUNT
1.	Remove and construct PCC sidewalk per SPPWC STD Plan No: 112-2 & 113-2	4,500	SF	\$ <u>12.50</u>	\$ <u>56,250.⁰⁰</u>
2.	Remove and construct PCC curb ramp at various locations per SPPWC STD. Plan No: 111-5, case and type shall be field determined. Also see phasing requirements for curb ramp construction on the Special Provisions.	7	EA	\$ <u>7,200</u>	\$ <u>50,400</u>
3.	Install detectable warning (truncated dome / glue-down) to existing compliant curb ramp per SPPWC STD. Plan No: 111-5.	1	EA	\$ <u>1,600</u>	\$ <u>1,600</u>
4.	Remove and replace PCC cross gutter at various locations per SPPWC STD Plan No: 122-3. This bid item shall be used at the locations of the proposed curb ramp improvements to replace damaged cross/longitudinal gutters, and to be field determined by the inspector.	50	SF	\$ <u>85</u>	\$ <u>4,250</u>
TOTAL BID AMOUNT					\$ <u>112,500.⁰⁰</u>

The award of Contract shall be based on the TOTAL BID AMOUNT.	
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, VVWECF, 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: \$ 112,500.⁰⁰

TOTAL BID PRICE IN WORDS: One Hundred and Twelve Thousand, Five Hundred Dollars and Zero Cents

Signature: [Signature]

Title: President Date: 08/30/2022

Signature: _____

Title: _____ Date: _____

QUESTIONNAIRE FORM

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

- (1) Bidder's Name: CT&T Concrete Paving Inc.
- (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.
Jose Carvajal
- (3) Business Address: 324 S. Diamond Bar Blvd, PMB 275, Diamond Bar, CA 91765
- (4) Telephone: 909-629-8000 Facsimile: 909-629-8001
- (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: 875627, Class A, C8, C12
Original Date Issued: 04/05/2006 Expiration Date: 04/30/2024
- (8) DIR Contractor Registration Number: 1000025154
- (9) List the name and title of the person(s) who inspected the Project site for your firm:
Jose Carvajal, President
- (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: Jose Carvajal
Date of Inspection: 08/29/2022
- (11) Number of years' experience the company has as a contractor in construction work: 21
- (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:
Jose Carvajal, President & Secretary, 324 S. Diamond Bar Blvd, PMB 275, Diamond Bar, CA, (909) 821-4769
Jackie Carvajal, Treasurer, 324 S. Diamond Bar Blvd, PMB 275, Diamond Bar, CA 91765, (909) 629-8000, ext. 101
- (13) List all current and prior D.B.A.'s, aliases, and fictitious business names for any principal having interest in this Bid:

N/A

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

None

- (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:

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

- (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:

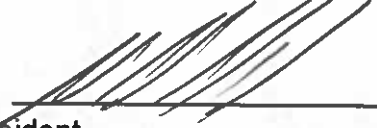
None.

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:  _____

Title: President

Date: 08/26/2022

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 Parkway Concrete Maintenance Project, RMDJOC6708

Project Description Maintenance Project - r/r sidewalk, curb & gutters, and drive approaches at various locations

Approximate Construction Dates From: 3/12/2022 To: 8/3/2022

Agency Name: Los Angeles County Department of Public Works

Contact Person: Cesar Orellana **Telephone:** 562-869-1176

Address: 900 S. Fremont Ave, Alhambra, CA 91803

Original Contract Amount: \$ 3,000,000 **Final Contract Amount:** \$ 3,000,000

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

N/A

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.

N/A

Project 2 Name/Number Citywide Sidewalk and Curb Ramp Improvement Project

Project Description Removal and replacement of sidewalk, curb & gutters, drive approaches, and Curb Ramps

Approximate Construction Date From: 4/11/2022 To: 5/9/2022

Agency Name: City of Glendora

Contact Person: Alexis Escobar **Telephone:** 626-852-4845

Address: 116 E. Foothill Blvd, Glendora, CA 91741

Original Contract Amount: \$ 258,570.00 **Final Contract Amount:** \$ 258,570.00

BID

B-9

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.).

N/A

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.

N/A

Project 3 Name/Number Annual Concrete Repair Project

Project Description R/R Sidewalk, Curb & Gutters, and Drive Approaches

Approximate Construction Dates From: 2/11/2022 To: 2/18/2022

Agency Name: City of Rancho Santa Margarita

Contact Person: Wilson Leung **Telephone:** 949-635-1800, ext 6506

Address: 22112 El Paseo, Rancho Santa Margarita, CA 92688

Original Contract Amount: \$79,275.00 **Final Contract Amount:** \$79,275.00

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

N/A

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.

N/A

Project 4 Name/Number Concrete Removal and Replacement at Various Locations

Project Description R/R Sidewalk, Curb & Gutters, ADA Ramps, and Drive Approaches

Approximate Construction Dates From: 5/8/2021 To: 9/8/2021

Agency Name: City of Anaheim

Contact Person: Lorenzo Rea **Telephone:** 714-765-6893

Address: 400 E. Vermont Ave, Anaheim, CA 92805

Original Contract Amount: \$402,238.45 **Final Contract Amount:** \$402,238.45

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

N/A

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.

N/A

Project 5 Name/Number 2020-21 Annual Concrete Repair Project

Project Description R/R Sidewalk, Curb & Gutters, ADA Ramps, and Drive Approaches

Approximate Construction Dates From: 8/23/2021 To: 8/30/2021

Agency Name: City of Arcadia

Contact Person: Jan Balanay **Telephone:** 626-254-2726

Address: 240 W. Huntington Drive, Arcadia, CA 91007

Original Contract Amount: \$61,145.00 **Final Contract Amount:** \$61,145.00

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

N/A

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.

N/A

Project 6 Name/Number CDBG Sidewalk Improvements, Project No. 2018-14

Project Description R/R Sidewalk, Curb & Gutters and Drive Approaches at Various Locations

Approximate Construction Dates From: 3/4/2021 To: 6/25/2021

Agency Name: City of Corona

Contact Person: Barry Ghaemi **Telephone:** 951-739-4961

Address: 400 S. Vicentia Ave, Corona, CA 92882

Original Contract Amount: \$470,841.00 **Final Contract Amount:** \$470,841.00

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

N/A

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.

N/A

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.

JOSE CARVAJAL

4671 Palm Ave. Yorba Linda, CA · 909-821-4769

jose.cttinc@gmail.com

EXPERIENCE

2005 TO CURRENT

PRESIDENT 100% RMO

CT&T CONCRETE PAVING INC.

- Responsible for overseeing estimating department, 35-man field, shop, and office operations.
- Manage contracts for:
 - Public Works
 - Capital Infrastructure Projects
 - Community Development Block Grants
 - ADA Compliance Casp Reports
 - Private Custom Home Foundations
 - Commercial Structural Site Work
 - Architectural Concrete
 - City Annual Concrete Maintenance
 - County Road Work
 - Public Transportation
 - Caltrans Highway Work
 - Parks
 - Specialty Concrete Paving Companies

2001 TO 2005

BACKHOE OWNER/OPERATOR

WEST START ELECTRICAL ENGINEERING

- Responsible for all excavations, backfill and compaction for underground high voltage power lines, digging though live underground utilities, tunneling, assisting electricians with installations of conduits and concrete vaults.

1998 TO 2001

FOREMAN SUPERVISOR

OKLEY CONCRETE

- Oversaw and managed a 14-man crew.
- Constructed structural concrete foundations for 60,000 SF commercial groceries stores in the LA Co. area.
- Established building lines, verification of survey layouts and footings excavations.
- Installed footing template forms and structural rebar per structural design details.
- Coordinated and collaborated with steel erector, health department, loading dock levels, HVC, Electrical, and Plumbing companies to increase efficiency and safety.
- Adapted steel shop drawings using structural, civil and architectural drawings for verification of all finish elevations to overwrite the final design cast in place.

- Finished concrete floor per the finished floor plan design.

1996 TO 1998

FOREMAN SUPERVISOR

DESSERO CONCRETE CONSTRUCTION

- Responsible for 18-man crew at multiple job sites across the United States for the construction of structural and civil concrete work for Costco Gas Stations.
- Coordinated all of the concrete and asphalt grading, compaction and excavation placement operations
- Handled scheduling, material orders, quality control, and budget reports.

1991 TO 1996

FOREMAN SUPERVISOR

LARRY PENNURY UNDERGROUND UTILITIES ENGINEERING CONTRATOR.

- Responsible for the daily field operations of a 12-man crew.
- Coordinated with Public Works Maintenance Supervisor, Dig Alert technicians and Surveyors
- Managed potholing, submittals, permits, CALOSHA Permits, Material Orders, Traffic Control, Excavation, Shoring, Pipeline Installation, Quality Control, and Backfilling and Compaction Reports
- Provided daily job reports and job closing as-builts

EDUCATION

05/2005

CSLB A, C-8, C-12

1995 TO 1998

CITRUS COLLEGE AZUSA CA.

- Courses in:
 - Math
 - English
 - Civil P. W. Estimating
 - Concrete Certification

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
On Point Land Surveying	LS 8133	10000003100	1906 Orange Tree Ln Ste 240 Redlands, CA 909-792-2221	Surveying	\$3840

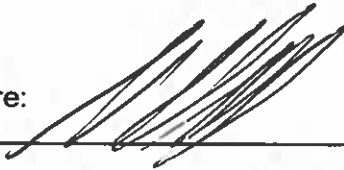
¹ The percentage of the total Bid shall represent the "portion of the work" for the purposes of Public Contract Code Section 4104(b).

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 FORMBidder's Name CT&T Concrete Paving Inc.

	Current Year of Record	2021	2020	2019	2018	2017	Total
Number of contracts	8	15	20	19	16	13	91
Total dollar amount of contracts (in thousands of dollars)	3120678	8573122	6331820	8120000	8719000	8097000	42961620
Number of fatalities	0	0	0	0	0	0	0
Number of lost workday cases	0	1	0	1	1	2	5
Number of lost workday cases involving permanent transfer to another job or termination of employment	0	1	0	6	1	8	16

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: Title:
PresidentDate:
08/30/2022

Signature: _____

Title: _____

Date: _____

AIA® Document A310™ – 2010

Bid Bond

Bid Bond No: N/A

CONTRACTOR:

(Name, legal status and address)

CT&T Concrete Paving, Inc.
324 S. Diamond Bar Blvd. PMB 275
Diamond Bar, CA 91765

SURETY:

(Name, legal status and principal place of business)

Contractors Bonding and Insurance Company
9025 N. Lindbergh Drive
Peoria, IL 61615

OWNER:

(Name, legal status and address)

City of Maywood
4319 Slauson Ave.
Maywood, CA 90270

BOND AMOUNT: Ten Percent of the Total Amount Bid (10% of Bid Amount)

PROJECT:

(Name, location or address, and Project number, if any)

Bid 22-02, Sidewalk Rehabilitation Project FY 2021-22

Project Number, if any: Bid 22-02

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

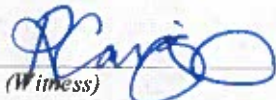
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 26th

day of August

2022


(Witness)

(Witness)

CT&T Concrete Paving, Inc.

(Principal)

(Seal)

(Title) President - Jose Carvajal
Contractors Bonding and Insurance Company

(Surety)

(Seal)

(Title) Emilie George, Attorney-in-Fact

Init.

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CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of Los Angeles }

On August 30th, 2022 before me, Daniel A. Butler, A Notary Public
(Here insert name and title of the officer)

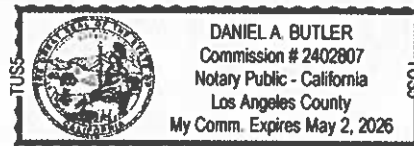
personally appeared Jose Carvajal
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) (s) are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) 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.

Daniel A. Butler
Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Bill Bond
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☒ Corporate Officer
President
(Title)
☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

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

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

J. Smith, Notary Public

On AUG 26 2022
Date

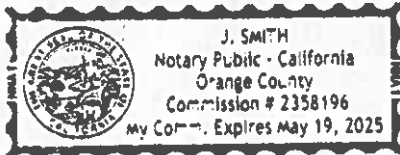
Emilie George

Here Insert Name and Title of the Officer

personally appeared

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

J. Smith
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ 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: _____

POWER OF ATTORNEY

RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company and/or Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Yung T. Mullick, James W. Moilanen, P. Austin Neff, Irene Luong, Emilie George, Danielle Hanson, Christine Hoang, jointly or severally

in the City of Mission Viejo, State of California its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or Contractors Bonding and Insurance Company, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company and/or Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 24th day of March, 2021.

**RLI Insurance Company
Contractors Bonding and Insurance Company**

By: Barton W. Davis Vice President

State of Illinois }
County of Peoria }

On this 24th day of March, 2021, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company and/or Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Catherine D. Glover
Catherine D. Glover Notary Public



CERTIFICATE

I, the undersigned officer of **RLI Insurance Company and/or Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company and/or Contractors Bonding and Insurance Company** this 26th day of August, 2022.

**RLI Insurance Company
Contractors Bonding and Insurance Company**

By: Jeffrey D. Fick
Jeffrey D. Fick Corporate Secretary

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

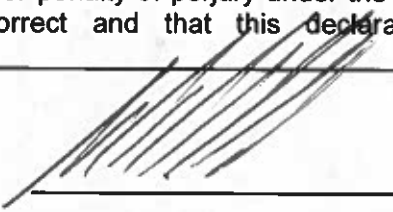
The undersigned declares:

I am the President of CT&T Concrete Paving Inc., 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 08/30/2022 [date], at Pomona [city], California [state].

Signature: 

Signature: _____

Printed Name: Jose Carvajal

Printed Name: _____

Date: 08/30/2022

Date: _____

CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of Los Angeles }

On August 30th, 2022 before me, Daniel A. Butler, A Notary Public,
(Here insert name and title of the officer)

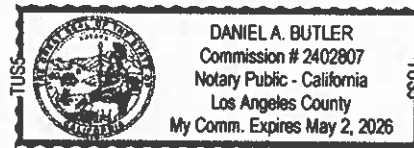
personally appeared Jose Canvaja,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is are subscribed to the within instrument and acknowledged to me that ~~he~~ she/they executed the same in his her/their authorized capacity(ies), and that by his her/their signature(s) 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.

Daniel A. Butler
Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Non-collusion Declaration
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☒ Corporate Officer
President
(Title)
- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

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- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

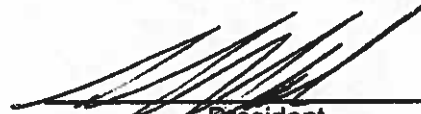
CERTIFICATE OF AMENDMENT OF ARTICLES OF INCORPORATION

The undersigned certify that:

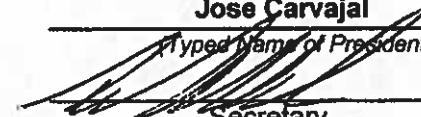
1. They are the **president** and the **secretary**, respectively, of
Carvajal Trucking & Tractor, Inc.
a California corporation.
2. Article One of the Articles of Incorporation of this corporation is amended to read as follows:
First: The name of the Corporation is CT&T Concrete Paving, Inc.
3. The foregoing amendment of Articles of Incorporation has been duly approved by the board of directors.
4. The foregoing amendment of Articles of Incorporation has been duly approved by the required vote of shareholders in accordance with Section 902, California Corporations Code. The total number of outstanding shares of the corporation is 40,000. The number of shares voting in favor of the amendment equaled or exceeded the vote required. The percentage vote required was more than 50%.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

DATE: 04-13-15



President
Jose Carvajal
(Typed Name of President)



Secretary
Jose Carvajal
(Typed Name of Secretary)

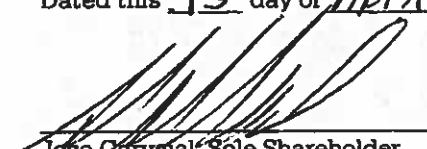
**JOINT CONSENT TO ACTION IN LIEU OF
SPECIAL MEETING OF SHAREHOLDERS AND DIRECTORS OF
CARVAJAL TRUCKING AND TRACTOR, INC.**

The undersigned constituting the shareholders and directors of Carvajal Trucking and Tractor, Inc. (the "Company") hereby unanimously consents to the following resolutions:

RESOLVED, that the name of the Company be changed from Carvajal Trucking and Tractor, Inc. to CT&T Concrete Paving, Inc.

RESOLVED, that the Company is authorized to file a Certificate of Amendment reflecting the name change.

Dated this 13 day of April 2015



Jose Carvajal, Sole Shareholder

Jose Carvajal, Director

A0641153

CERTIFICATE OF AMENDMENT

OF

ARTICLES OF INCORPORATION

ENDORSED - FILED
In the office of the Secretary of State
of the State of California

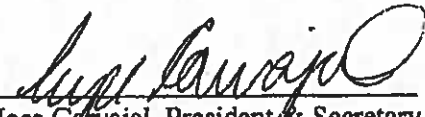
FEB 28 2006

Jose Carvajal certifies that:

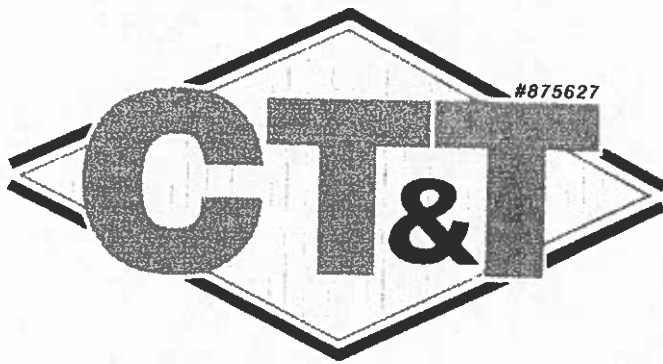
1. He is the President and Secretary of CT & T CONSTRUCTION, INC., a California corporation.
2. The name of the corporation is amended to read as follows: The name of this corporation is CARVAJAL TRUCKING AND TRACTOR, INC.
3. The foregoing amendment of Articles of Incorporation has been duly approved by the Board of Directors.
4. The foregoing amendment has been duly approved by the required vote of shareholders in accordance with Section 902 of the Corporations Code. The corporation has only one class of shares and the number of outstanding shares is 40,000. The number of shares voting in favor of the amendment equaled or exceeded the vote required. The percentage vote required was more than 50%.

I further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of my own knowledge.

Dated: February 14, 2006


Jose Carvajal, President & Secretary



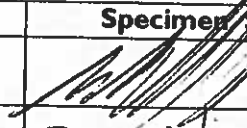
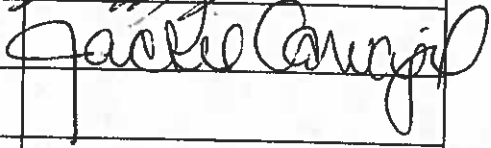


Concrete Paving, Inc.

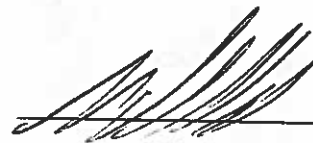
CORPORATE RESOLUTION OF SIGNING AUTHORITY

RESOLUTION OF: CT&T Concrete Paving, Inc.

RESOLVED that the execution of Deeds, powers of attorney, transfers, assignments, contracts, obligations, certificates, and other instruments of whatever nature entered into by the Company directly or through a transfer agent or registrar for any stock company, acting in its capacity as a corporate director or exercising any and all other powers conferred upon it by the letters Patent incorporating it or by the law pertaining to such matters, shall be signed by any one of the persons listed below:

Name	Title	Specimen Signature
Jose Carvajal	President	
Jackie Carvajal	Treasurer	

I, Jose Carvajal, the undersigned Secretary of CT&T Concrete Paving, Inc. **HEREBY CERTIFY** that the foregoing is a true and correct copy of a Resolution of the Board of Directors of said Company passed by a resolution of the said board dated on 10/27/2017 and that said Resolution is still in full force and effect.



Secretary

Every bid on every public works contract of a public entity shall include a declaration under penalty of perjury under the laws of the State of California, in the following form:

NONCOLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the President of CT&T Concrete Paving Inc., 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 08/30/2022 [date], at Pomona [city], California [state]."

Signature: _____

Title: President

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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State of California }

County of Los Angeles }

On August 30th, 2022 before me, Daniel A. Butler, A Notary Public,
(Here insert name and title of the officer)

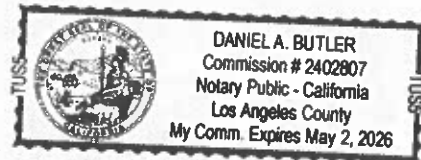
personally appeared Jose Canvajal,
who proved to me on the basis of satisfactory evidence to be the person(s) whose
name(s) (s) are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in (his)/her/their authorized capacity(ies), and that by
(his)/her/their signature(s) 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.

Daniel A. Butler
Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Non-collusion Declaration
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☒ Corporate Officer

President
(Title)

- ☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

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 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

NON-SEGREGATED FACILITIES CERTIFICATION

FEDERALLY-ASSISTED CONSTRUCTION PROJECTS

The federally-assisted construction contractor certifies that he/she DOES NOT and WILL NOT:

1. Maintain or provide, for his/her employees, any segregated facilities at any of his/her establishments.
2. Permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained.

The federally-assisted contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term segregated facilities means any waiting room, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise.

The federally-assisted contractor agrees that (except where he/she has obtained identical certifications from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause, and that he/she will retain such certifications in his/her files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Date: 08/30/2022

Project Number: 602296-21

Company: CT&T Concrete Paving Inc.

Address: 324 S. Diamond Bar Blvd, PMB 275, Diamond Bar, CA 91765

By:  _____

Title: President

CERTIFICATION **WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR** **SUBCONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE AND** **THE FILING OF REQUIRED REPORTS**

The ☒ bidder, ☐ proposed sub-contractor, hereby certifies that he/she ☒ has, ☐ has not, participated in a previous contract or subcontract subject to the Equal Opportunity Clause, as required by Executive Orders 10925, 11114, or 11246, and that he/she ☐ has, ☒ has not, filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Date: 08/30/2022 Project Number: 602296-21 Contract Award: \$

Awarding Agency: City of Maywood

Contractor Name: CT&T Concrete Paving Inc. Total Number of Employees 42

Affiliate Company: N/A

By: [Signature]

Title: President

NOTE: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5 (Generally only contracts or subcontracts of \$10,000 or under are exempt).

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the U.S. Department of the Interior or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

SF-100 (EEO-1) must be filed by:

(A) All private employers who are:

- (1) Subject to Title VII of the Civil Rights Act of 1964 (as amended) with 100 or more employees.
- (2) Subject to Title VII who has fewer than 100 employees, if the company is owned or affiliated with another company, or there is centralized ownership, control or management so that the group legally constitutes a single enterprise, and the entire enterprise employs a total of 100 or more employees.

(B) All federal contractors (private employers), who:

- (1) Are not exempt as provided for by 41 CFR 60-1.5
- (2) Have 50 or more employees, and
 - a. Are prime contractors or first-tier subcontractors, and have a contract, subcontract, or purchase order amounting to \$50,000 or more; or
 - b. Serve as a depository of Government funds in any amount, or
 - c. Is a financial institution, which is an issuing, and paying agent for U.S. Savings Bonds and Notes.

**COUNTY LOBBYIST CODE CHAPTER 2.160
COUNTY ORDINANCE NO. 93-0031
CERTIFICATION**

Name of Firm: CT&T Concrete Paving Inc.

Address: 324 S. Diamond Bar Blvd, PMB 275, Diamond Bar, CA 91765

State: CA Zip Code: 91765 Telephone Number: (909) 629-8000

Acting on behalf of the above named firm, as its Authorized Official, I make the following Certification to the Los Angeles County Development Authority (LACDA).

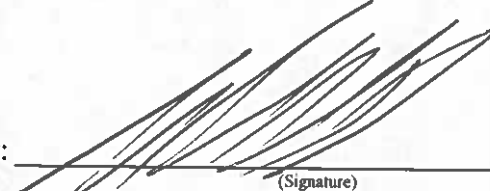
- 1) It is understood that each person/entity/firm who applies for a Los Angeles County Development Authority contract, and as part of that process, shall certify that they are familiar with the requirements of the Los Angeles County Code, Chapter 2.160 (Los Angeles County Ordinance 93-0031) and;
- 2) That all persons/entities/firms acting on behalf of the above named firm have and will comply with the County Code, and;
- 3) That any person/entity/firm who seeks a contract with the Los Angeles County Development Authority shall be disqualified therefrom 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 named firm fails to comply with the provisions of the County Code.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into contract with Los Angeles County and the Los Angeles County Development Authority.

Authorized Official:

CT&T Concrete Paving Inc.

(Contractor/Subcontractor)

By: 

(Signature)

08/30/2022

(Date)

President

(Title)

WORKER'S COMPENSATION CERTIFICATION

I certify, by signature below, that I am 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 I will comply with such provisions before commencing the performance of the work of this contract.

Date: 08/30/2022

Project Number: 602296-21

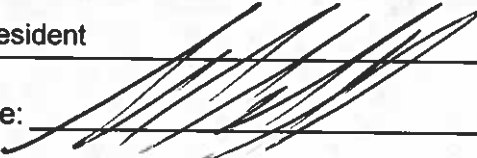
Project Name: Sidewalk Rehabilitation Project, FY 2021-2022

Company Name: CT&T Concrete Paving Inc.

Address: 324 S. Diamond Bar Blvd, PMB 275, Diamond Bar, CA 91765

Print Name: Jose Carvajal

Title: President

Signature: 

CONTRACTOR LIST OF PROPOSED SUBCONTRACTORS

Bidder must list all subcontracts, regardless of dollar amount or percentage of bid.

City of Maywood

AWARDING AGENCY

Project Number: 602296-21

[illegible]

Name and Title

Company Name

Date _____

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
REPORT OF ADDITIONAL CLASSIFICATION AND RATE

HUD FORM 4230A

OMB Approval Number 2501-0011
 (Exp. 01/31/2010)

1. FROM (name and address of requesting agency)

N/A

2. PROJECT NAME AND NUMBER

3. LOCATION OF PROJECT (City, County and State)

4. BRIEF DESCRIPTION OF PROJECT

5. CHARACTER OF CONSTRUCTION

- ☐ Building ☐ Residential
☐ Heavy ☐ Other (specify)
☐ Highway

6. WAGE DECISION NO. (include modification number, if any)

7. WAGE DECISION EFFECTIVE DATE

☐ COPY ATTACHED

8. WORK CLASSIFICATION(S)

HOURLY WAGE RATES

BASIC WAGE

FRINGE BENEFIT(S) (if any)

9. PRIME CONTRACTOR (name, address)

10. SUBCONTRACTOR/EMPLOYER, IF APPLICABLE (name, address)

Check All That Apply:

- ☐ The work to be performed by the additional classification(s) is not performed by a classification in the applicable wage decision.
☐ The proposed classification is utilized in the area by the construction industry.
☐ The proposed wage rate(s), including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage decision.
☐ The interested parties, including the employees or their authorized representatives, agree on the classification(s) and wage rate(s).
☐ Supporting documentation attached, including applicable wage decision.

Check One:

- ☐ Approved, meets all criteria. DOL confirmation requested.
☐ One or more classifications fail to meet all criteria as explained in agency referral. DOL decision requested.

Agency Representative
 (Typed name and signature)

Date

Phone Number

FOR HUD USE ONLY
 LR2000:

Log in:

Log out:

EQUAL EMPLOYMENT OPPORTUNITY COMMITMENT

TO: The Laborer's Training School
(Name of Labor Union, Workers Representative, etc.)

1385 Sierra Madre Ave, Azusa, CA 91702
(Address)

Name of Business (Contractor): CT&T Concrete Paving Inc.

Project Name: Sidewalk Rehabilitation Project FY 2021-2022 (CDBG) Project Number: 602296-21

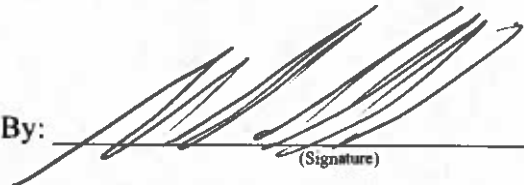
The Undersigned currently holds a contract with City of Maywood, involving funds of the U. S. Government, or a subcontract with a prime contractor holding such contract.

You are advised that under the provisions of the above contract or subcontract, and in accordance with Executive Order 11246, the undersigned is obligated not to discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. This obligation not to discriminate in employment includes, but is not limited to the follow:

1. Hiring, placement, upgrading, transfer or demotion;
2. Recruitment, advertising or solicitation for employment;
3. Treatment during employment;
4. Rates of pay or other forms of compensation;
5. Selection for training, including apprenticeship; and
6. Layoff or termination.

This notice is furnished to you pursuant to the provisions of the above contract or subcontract and Executive Order 11246. Copies of this notice will be posted by the undersigned in conspicuous places available to employees or applicants for employment.

Jose Carvajal
(Print Name)

By: 
(Signature)

08/30/2022
(Date)

President
(Title)

CERTIFICATION OF UNDERSTANDING AND AUTHORIZATION

Project Name: Sidewalk Rehabilitation Project FY 2021-2022 (CDBG)

Contracting Agency: City of Maywood

Project Number: 602296-21

This is to certify that the principal and the authorized payroll officer(s) listed below have received a copy of the assigned **Federal Wage Determination** CA , Modification Number: , dated . The principal and authorized payroll officer(s) listed below have also acknowledge that they have received and read and a copy of the **Federal Labor Standards Provisions** (HUD-4010 form) and a copy of the current **Contractor's Guide to Prevailing Wage Requirements for Federally-Assisted Construction Projects**, and that they understand the labor standards clauses pertaining to the above listed project.

The following person(s) is/are designated as payroll officer for the undersigned and is/are authorized to sign the *Statement of Compliance* forms which will accompany each weekly payroll report for contractor listed below during the duration of this project:

CT&T Concrete Paving Inc.
Contractor/Subcontractor Business Name

875627
License Number

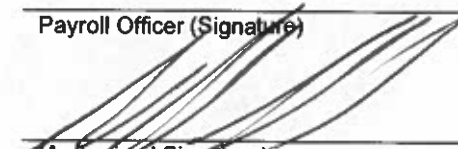
Jackie Carvajal
Payroll Officer Name (Print)


Payroll Officer (Signature)

Payroll Officer Name (Print)

Payroll Officer (Signature)

Jose Carvajal
Name of Person Authorized to Sign (Print)


(Authorized Signature)

President
Title

08/30/2022
Date

FEDERAL LOBBYIST CERTIFICATION

Name of Firm: CT&T Concrete Paving Inc.

Address: 324 S. Diamond Bar Blvd, PMB 275, Diamond Bar, CA 91765

State: CA Zip Code: 91765 Telephone Number: (909) 629-8000

Acting on behalf of the above named firm as its Authorized Official, I make the following Certification to the U. S. Department of Housing and Urban Development and the Los Angeles County Development Authority (LACDA).

- 1) No Federal appropriated funds have been paid by or on behalf of the above named firm to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of and Federal grant, loan or cooperative agreement, and any extension, continuation, renewal, amendment, or modification thereof, and;

- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant loan, or cooperative agreement, the above named firm shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions, and;

- 3) The above name firm shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreement) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into the transaction imposed by Section 1352 Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

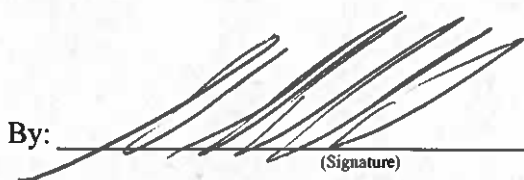
Authorized Official:

CT&T Concrete Paving Inc.

(Contractor/Subcontractor)

08/30/2022

(Date)

By: 

(Signature)

President

(Title)

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 8.

DATE: September 14, 2022

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: KAREN INIGUEZ, COMMUNITY DEVELOPMENT ANALYST

SUBJECT: RESOLUTION NO. 6265 AUTHORIZING AND APPROVING THE CLEAN CALIFORNIA LOCAL GRANT PROGRAM AGREEMENT AND ACCEPTANCE OF GRANT FUNDS

RECOMMENDATION:

Staff recommends that the City Council adopt Resolution No. 6265 authorizing the acceptance of grant funds awarded to the City through the Clean California Grant program.

BACKGROUND:

Trash has been a continuous problem in the state of California that has plagued the state's streets and highways. The California Department of Transportation (Caltrans) developed the Clean California Local Grant Program which administers local grants throughout the state in a statewide effort that has the potential to assist 58 counties. A third of this funding will go directly to cities, counties, tribes, and transit agencies to clean local streets and public spaces. Clean California will be dividing a billion dollars into different grants, one which the City was awarded called the Local Beautification Projects, which is a project that is a part of a two-year program.

The Clean California Grant allows for various different types of projects depending on the communities' specific needs, such as litter abatement and beautification projects, events and/or educational programs. The grant guidelines recognize the different diverse timelines and needs of applicants throughout the state.

Caltrans developed project selection criteria to enhance community needs. The project has several criteria that have the potential to enhance and beautify the city. This can be done by providing shade, reducing the urban heat island effect, and using native drought-tolerant plants in the median and public right of ways. The project also allows for more public engagement which reflects different communities' needs. All projects must be completed by June 30, 2024.

DISCUSSION:

The City of Maywood, alongside its residents, have worked together to identify the best way to help the community. Based on observation and input from City Council meetings, it was discovered that the illegal dumping of bulky items has created a high-level quality of life issue. Through the Local Beautification project, the City will be able to use additional trash receptacles, signage, cameras, and landscape improvement to reduce the amount of waste and debris. Furthermore, this project will also help beautify and improve public spaces by planting 50 shade trees, 28,000 sf. of native plants to create a greenbelt in the City's empty parkways and medians, as well as featuring artwork that will be less targeted for graffiti and vandalization.

The Local Beautification project was awarded to the City on June 1, 2022 for a total of \$1,388,940 and improvements will be maintained through a combination of Gas Tax Funds and General Funds. This project is going to target multiple high priority areas in need. The scope of work on this project will include the beautification of target areas through greening, landscaping, and infrastructure improvement. Targeting these areas allows for an increase in accessibility and safety for bicyclists and pedestrians, on multiple segments of parkways and sidewalks, medians, and twenty (20) signal cabinet/utility boxes throughout the City. Some of the locations of the improvements will take place at:

Carmelita Ave and Loma Vista Ave, between Fruitland Ave and 52nd Street

Loma Vista and 52ND Street

King Ave between Slauson and 59th Place

Mayflower between Slauson and 59th Place

High priority improvements activities include the greening of medians along Slauson Ave and the art installation on signal boxes. The project areas will be located in north central Maywood, bordering the commercial and industrial section and the southeastern section of the city.

The project includes four (4) gateway entrance monuments signs to be placed on Atlantic Boulevard and Slauson Avenue at the north, south, east, and west gateways to the City. The City has identified twenty (20) signal cabinets/ utility boxes throughout the City that are best fitted for the artwork enhancements that will help beautify the City. The artwork enhancements will express the City's pride in its Latino and immigrant culture, and connection to a working-class community that is one of the oldest in Los Angeles. All the areas that were proposed in the grant will be located within the public right of way.

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:

The funding for this project comes from the California Department of Transportation, Clean California Local Grant Funds/The Local Beautification project, which was awarded to the City on June 1, 2022 for a total of \$1,388,940. Fund 261 Federal/State/County Grants in the Fiscal Year 2022/2023 Budget. No local cash match is required.

ATTACHMENT(S)

1. CCL5265-017_RGA_City of Maywood_for_signature

RESOLUTION NO. 6265

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
MAYWOOD, CALIFORNIA AUTHORIZING THE CITY'S
PARTICIPATION TO EXECUTE AGREEMENTS WITH THE
CALIFORNIA DEPARTMENT OF TRANSPORTATION
FOR PARTICIPATION IN THE CLEAN CALIFORNIA LOCAL GRANT
PROGRAM**

WHEREAS, the City of Maywood is eligible to receive State Funding for certain transportation related work through the California Department of Transportation; and

WHEREAS, a Restricted Grant Agreement is needed to be executed with the California Department of Transportation before such funds can be claimed through the Clean California Local Grant Program; and

WHEREAS, the City of Maywood wishes to delegate authorization to execute these agreements and any amendment thereto; and

WHEREAS, on June 1, 2022, the California Department of Transportation awarded the grant \$1,388,940 to fund the City of Maywood's Local Beautification Project.

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

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

Section 2. The City Council supports the City's participation in the Clean California Local Grant Program and authorizes the acceptance of grant funds awarded to the City through the Clean California Local Grant Program.

Section 3. The City Manager is authorized to execute agreements related to the Program, including the Restricted Grant Agreement and any amendments thereto with the California Department of Transportation, in a form approved by the City Attorney.

Section 4. The Mayor authorized to execute the Resolution for and on behalf of the City of Maywood.

Section 5. This Resolution shall take full force and effect immediately upon adoption by the City Council.

PASSED, APPROVED AND ADOPTED THIS 14th day of September, 2022.

Heber Marquez, Mayor

ATTEST:

APPROVED AS TO FORM:

Andrea Aguilar, City Clerk

Roxanne Diaz, City Attorney

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

I, Andrea Aguilar , City Clerk of the City Council of the City of Maywood, do hereby certify that foregoing Resolution No. 6265 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 14th day of September, 2022 by the following roll call vote, to wit:

AYES:

NAYES:

ABSENT:

ABSTAINED:

Andrea Aguilar, City Clerk

Clean California Local Grant Program (State)

Restricted Grant Agreement

This Restricted Grant Agreement (RGA), between the State of California acting by and through its Department of Transportation, referred to herein as **CALTRANS**, and the **CITY OF MAYWOOD**, hereinafter referred to as **AGENCY**, will commence on May 15, 2022, or upon approval by **CALTRANS**, whichever occurs later. This RGA is of no effect unless approved by **CALTRANS**. **AGENCY** shall not receive payment for work performed prior to approval of this RGA and before receipt of Notice to Proceed from **CALTRANS**. This RGA shall expire on **December 31, 2024**.

Recitals

1. Under this RGA, **CALTRANS** intends to convey State restricted grant funds to **AGENCY**, pursuant to Budget Act Line Item 2660-101-0046T, who will implement the project pursuant to the attached Approved Grant Application and Amendment(s) to Grant Application, Attachment III under the terms, covenants, and conditions of this RGA.
2. **CALTRANS** and **AGENCY** intend that only funds that are authorized as restricted grants will be subject to this RGA, and that no funds that should be the subject of a Joint Powers Agreement, Interagency Agreement, or other non-grant agreement shall be subject to this RGA.

Now, Therefore, based upon the terms, covenants, and conditions of this RGA, the parties agree as follows:

Section I

AGENCY Agrees:

To timely and satisfactorily complete all Project work described in **Attachment III** ("Project Work") within the project budget and in accordance with the items of this RGA.

Section II

CALTRANS Agrees:

That when conducting an audit of the costs claimed by **AGENCY** under the provisions of this RGA, to conduct the audit in accordance with applicable laws and regulations.

Section III

It Is Mutually Agreed:

1. Under this RGA, **CALTRANS** will convey State grant restricted funds to **AGENCY**, pursuant to Budget Act Line Item 2660-101-0046T, and **AGENCY** will use the funds to only conduct the scope of work identified in this agreement and authorized by Streets and Highway Code section 91.41. The funds subject to this RGA must be identified as available to a public entity that is responsible for implementing the scope of work authorized under the Clean California Local Grant Program in **CALTRANS'** budget, and **AGENCY** represents and warrants that it is a public entity that is responsible for implementing the scope of work authorized under the Clean California Local Grant Program.

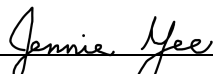
2. Under this restricted grant, funds may be only used for the purposes set forth in this RGA, **AGENCY** Resolution (**Attachment IV**), Approved Grant Application and Amendment(s) to Grant Application (**Attachment III**), and the Grant Program Guidelines (**Attachment I**), and the funds may only be used for costs and expenses that are directly related to such purpose.
3. **AGENCY** shall perform all the duties and obligations described in City of Maywood Beautification Project, hereinafter "Project", subject to the terms and conditions of this RGA and Approved Grant Application and Amendment(s) to Grant Application (**Attachment III**), which are attached hereto as **Attachment III**.
4. The resolution authorizing **AGENCY** to execute this RGA pertaining to the above-described Project is attached hereto as **Attachment IV**.
5. **AGENCY** is not requesting an advance payment pursuant to California Streets and Highways Code section 94.41(e) and the parties agree that **AGENCY** must satisfy all of the requirements of California Streets and Highways Code section 94.41(e).
6. All services performed by **AGENCY** pursuant to this RGA shall be subject to and performed in accordance with California Streets and Highways Code §91.41 including, but not limited to, Government Code Section 14460(a)(1), as well as all applicable Federal, State, and Local laws, regulations, and ordinances, all applicable **CALTRANS** policies and procedures, and all applicable **CALTRANS** published manuals, including, but not limited to, the Grant Program Guidelines (**Attachment I**).
California Government Code Section 14460(a)(1) provides: "The department [**CALTRANS**], and external entities that receive state and federal transportation funds from the department, are spending those funds efficiently, effectively, economically, and in compliance with applicable state and Federal requirements. Those external entities include, but are not limited to, private for profit and nonprofit organizations, local transportation agencies, and other local agencies that receive transportation funds either through a contract with the department or through an agreement or grant administered by the department."

7. Project funding is as follows:

Fund Title	Fund Source	Dollar Amount
Clean California Local Grant Funds	State General Fund (0001) Budget Item 2660-130-001 State Program Code 20.30.010.900 FY 2021/22 FY2022/23 ¹	 \$347,235.00 \$1,041,705.00
Cash Local Match	Agency Provided	\$0.00
Value of Third-Party In-Kind Contributions	Agency Provided	\$0.00
Total of other fund sources (not in-kind contributions)	Agency Provided	\$0.00
	Total Project Costs	\$1,388,940.00

No in-kind contributions may be made unless the amount and type of the contribution is identified above.

For Caltrans Use Only

I hereby Certify upon my own personal knowledge that budgeted funds are available for encumbrance.			
Jennie Yee		5/17/2022	\$1,388,940.00
Accounting Officer Printed Name	Accounting Officer Signature	Date	Amount Certified

8. This RGA is exempt from the legal review and approval by the Department of General Services, pursuant to Legal Opinions of the Attorney General: 58 Ops. Cal. Atty. Gen. 586 (1975), 63 Ops. Cal. Atty. Gen. 290 (1980), 74 Ops. Cal. Atty. Gen. 10 (1991), and 88 Ops. Cal. Atty. Gen. 56.

9. Notification of Parties

- a. **AGENCY's** Project Manager for Project is Steve Fowler, (323) 562-5721.
- b. **CALTRANS'** Contract Manager is Tammi Altamirano, (213) 366-2601. "Contract Manager" as used herein includes his/her designee.
- c. All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and received by the parties at their respective addresses:

CITY OF LOS ANGELES

Attention: Steve Fowler, Project Manager
Phone Number: (323) 562-5721
Email: steve.fowler@cityofmaywood.com
4319 E. Slauson Avenue
Maywood, California 90270

California Department of Transportation

(District/Division)

Attention: Tammi Altamirano, Clean California Grant Manager

Phone Number: (213) 366-2601

Email: Tammi.Altamirano@Dot.CA.GOV

100 S. Main Street

City of Los Angeles, California 90012

10. Period of Performance

- a. Reimbursable work under this RGA shall begin no earlier than on May 15, 2022, following the written approval of **CALTRANS** and **AGENCY's** receipt of the Notice to Proceed letter of this RGA by **CALTRANS**. All reimbursable work shall terminate no later than June 30, 2024. Project closeout and final invoicing to **CALTRANS** must be submitted no later than November 1, 2024. Work incurred after June 30, 2024 will not be reimbursed. Payment shall be forfeit for any and all invoicing submitted to **CALTRANS** after November 1, 2024. Notwithstanding the foregoing, Caltrans will reimburse for actual close out costs incurred by **AGENCY** through November 1, 2024 (which, in total, shall not exceed 5% of the grant award).
- b. If requested by the **CALTRANS Contract Manager**, **AGENCY** will attend a kickoff meeting with **CALTRANS** to be scheduled within one (1) week from receipt of Notice to Proceed sent by **CALTRANS**.

11. Changes in Terms/Amendments

This Agreement may only be amended or modified by mutual written agreement of the parties.

12. Cost Limitation

- a. The maximum total amount granted and reimbursable to **AGENCY** pursuant to this RGA by **CALTRANS** shall not exceed **\$1,388,940.00**.
- b. It is agreed and understood that the CCLGP funds are limited to the amount granted. **CALTRANS** will only reimburse the cost of services actually incurred in accordance with the provisions of this RGA and as authorized by the **CALTRANS Contract Manager** at or below that fund limitation established herein.

13. Termination

- a. **CALTRANS** reserves the right to terminate this RGA upon written notice to **AGENCY** at least 30 days in advance of the effective date of such termination in the event **CALTRANS** determines (at its sole discretion) that **AGENCY** failed to proceed with PROJECT Work in accordance with the terms of this RGA. In the event of termination for convenience, **CALTRANS** will reimburse **AGENCY** for all allowable, authorized, and non-cancelled costs up to the date of termination. **AGENCY** shall return any unused advance amounts which cannot be supported by eligible expenditure documentation.
- b. This RGA may be terminated by either party for any reason by giving written notice to the other party at least 30 days in advance of the effective date of such termination. In the event of termination for convenience, **CALTRANS** will reimburse **AGENCY** for all costs that are expressly allowable, pre-authorized in writing, and non-cancellable, up to the date of termination.

- c. **AGENCY** has 60 days after the Termination Date to submit accurate invoices to **CALTRANS** to make final allowable payments for Project costs in accordance with the terms of this RGA. Failure to submit invoices within this period of time shall result in a waiver by **AGENCY** of its right to reimbursement of expended costs. Costs that are reimbursed and later determined to be ineligible for reimbursement shall be returned by **AGENCY** to **CALTRANS**.

14. Budget Contingency Clause

- a. It is mutually agreed that if the US Congress or the State Legislature fail to appropriate or allocate funds during the current year and/or any subsequent years covered under this RGA do not appropriate sufficient funds for the program, this RGA shall be of no further force and effect. In this event, **CALTRANS** shall have no liability to pay any funds whatsoever to **AGENCY** or to furnish any other considerations under this RGA and **AGENCY** shall not be obligated to perform any provisions of this RGA.
- b. The certification of FY 2022/23 funds will be contingent upon the passage of the FY 2022/23 Budget. Payment for any work performed that is funded by FY 2022/23 will be delayed if the FY 2022/23 Budget is not signed by June 30, 2022. Pursuant to Government Code (GC), Section 926.10, no late payment penalty shall accrue during any time period for which no Budget Act in effect.
- c. If funding for any fiscal year is reduced or deleted by US Congress or State Legislature for purposes of this program, **CALTRANS** shall have the option to either terminate this RGA with no liability occurring to **CALTRANS**, or offer an RGA Amendment to **AGENCY** to reflect reduced amount.

15. Payment and Invoicing

- a. **AGENCY**, its contractors, subcontractors and sub-recipients shall establish and maintain an accounting system and records that properly accumulate and segregate incurred Project costs and matching funds by line. The accounting system of **AGENCY**, its contractors, all subcontractors, and sub-recipients shall conform to Generally Accepted Accounting Principles (GAAP) and any standards specified by the source of funds, to enable the determination of incurred costs at interim points of completion, and to provide support for reimbursement payment vouchers or invoices.
- b. The method of payment for this RGA will be based on the actual allowable costs that are incurred in accordance with the provisions of this RGA and in the performance of the Approved Grant Application and Amendment(s) to Grant Application (**Attachment III**). **CALTRANS** will reimburse **AGENCY** for expended actual allowable direct costs, and including, but not limited to, labor costs, travel, and contracted consultant services costs incurred by **AGENCY** in performance of the Project Work. Indirect costs are reimbursable only if the **AGENCY** has identified the estimated indirect cost rate in **Attachment II** and an approved Indirect Cost Allocation Plan or an Indirect Cost Rate Proposal as set forth in **Section III–Cost Principles, Item 16d**. The total cost shall not exceed the cost reimbursement limitation set forth in **Section III–Cost Limitations, Item 11a**. Actual costs shall not exceed the estimated wage rates, labor costs, travel, and other estimated costs and fees set forth in **Attachment III** without an amendment to this RGA, as agreed between **CALTRANS** and **AGENCY**.

- c. Reimbursement of **AGENCY** expenditures will be authorized only for those allowable costs actually incurred by **AGENCY** in accordance with the provisions of this RGA and in the performance of Project Work. **AGENCY** must not only have incurred the expenditures on or after the start date and the issuance of the Notice to Proceed letter for this RGA and before the Expiration Date but must have also paid for those costs to claim any reimbursement.
- d. The **AGENCY** indirect cost rate must be approved in writing by the California Department of Transportation Independent Office of Audits and Investigations or federal cognizant agency before any reimbursement payment is made by **CALTRANS** to **AGENCY** for such cost.
- e. Travel expenses and per diem rates are not to exceed the rate specified by the State of California Department of Human Resources for similar employees (i.e. non-represented employees) unless written verification is supplied that government hotel rates were not then commercially available to **AGENCY**, its subrecipients, contractors, and/or subcontractors, at the time and location required as specified in the California Department of Transportation's Travel Guide Exception Process at the following link: <https://travelpocketguide.dot.ca.gov/>.
Also see website for summary of travel reimbursement rules.
- f. **AGENCY** shall submit invoices to **CALTRANS** at least quarterly, but no more frequently than monthly, in arrears upon completion of project tasks, milestone and/or deliverables in accordance with the Project Timeline in **Attachment III** to the satisfaction of **CALTRANS** Contract Manager. Invoices shall reference this RGA Number and shall be signed and submitted to **CALTRANS** Contract Manager, as stated in **Section III–Notification of Parties, Item 8c**.
- g. Invoices shall include the following information:
 - 1) Names of the **AGENCY** personnel performing work
 - 2) Dates and times of Project Work
 - 3) Locations of Project Work
 - 4) Itemized costs as set forth in **Attachment III**, including identification of each employee, contractor or subcontractor staff who provided services during the period of the invoice, the number of hours and hourly rates for each employee, contractor, sub-recipient or subcontractor staff member, authorized travel expenses with receipts, receipts for authorized materials or supplies, and contractor, subrecipient and subcontractor invoices.
 - 5) **AGENCY** shall submit written progress reports with each set of invoices to allow **CALTRANS** Contract Manager to determine if **AGENCY** is performing to expectations, is on schedule, is within funding cost limitations, to communicate interim findings, and to afford occasions for airing difficulties respecting special problems encountered so that remedies can be developed.
- h. Incomplete or inaccurate invoices shall be returned to the **AGENCY** unapproved for correction. Failure to submit invoices on a timely basis may be grounds for termination of this RGA for material breach per Section III–Termination, Item 12.
- i. **CALTRANS** will reimburse **AGENCY** for all allowable Project costs at least quarterly, but no more frequently than monthly, in arrears as promptly as **CALTRANS** fiscal procedures permit upon receipt of an itemized signed invoice.

- j. The RGA Expiration Date refers to the last date for **AGENCY** to incur valid Project costs or credits and is the date this RGA expires. **AGENCY** has until November 1, 2024 to make final allowable payments to Project contractors or vendors, and submit the Project's Final Report, as defined in Attachment I and a final invoice to **CALTRANS** for reimbursement for allowable Project costs. Any unexpended Project funds not invoiced by the 60th day will be reverted and will no longer be accessible to reimburse late Project invoices contractor.
- k. The final invoice will be paid upon submission by **AGENCY** to **CALTRANS** and acceptance by **CALTRANS** of the Final Delivery Report. Complete final delivery reports and invoices must be submitted to **CALTRANS** by November 1, 2024.

16. Local Match Funds

- a. **AGENCY** shall contribute not less than a proportional cash amount toward the services described herein on a monthly or quarterly basis. Notwithstanding the foregoing, to the extent that in-kind contributions are permitted and identified under this RGA, **Section III–Project Funding, Item 6**, the contributions may be counted as cash only when they are actually received by the **AGENCY** and confirmed by **CALTRANS**. Except where expressly allowed in writing herein, reimbursement of credits for local matching funds and in-kind contributions will be made or allowed only for work performed on and after the initial date of this Agreement and on or before June 30, 2024.
- b. **AGENCY** agrees to contribute the statutorily required local contribution of matching funds if any is specified within this RGA or in any Attachment hereto, toward the actual cost of the services described in **Attachment III**. **AGENCY** shall contribute not less than its required match amount toward the services described herein. Local cash and in-kind match requirements can be found in the Grant Program Guidelines (**Attachment I**); but **AGENCY** must fully satisfy the local cash and in-kind match amount and percentage identified in **Section III, Paragraph 7** with the final invoice.

17. Quarterly Progress Reporting

- a. **AGENCY** shall submit written quarterly progress reports to the **CALTRANS** Contract Manager to determine if **AGENCY** is performing to expectations, is on schedule, is within funding cost limitations, to communicate interim findings, and to afford occasions for airing difficulties respecting special problems encountered so that remedies can be developed.

18. Cost Principles

- a. **AGENCY** agrees to comply with Title 2, Code of Federal Regulations (CFR), Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- b. **AGENCY** agrees, and will assure that its contractors, sub-recipients, in-kind contributors, and subcontractors will be obligated to agree, that (a) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual Project cost items and (b) and (b) all parties shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Every sub-recipient receiving Project funds as a sub-recipient, contractor, or subcontractor under this RGA shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards to the extent applicable.

- c. Any Project costs for which **AGENCY** has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, and/or Part 48, Chapter 1, Part 31, are subject to repayment by **AGENCY** to **CALTRANS**. Should **AGENCY** fail to reimburse moneys due **CALTRANS** within 30 days of discovery or demand, or within such other period as may be agreed in writing between the parties hereto, **CALTRANS** is authorized to intercept and withhold future payments due **AGENCY** from **CALTRANS** or any third-party source, including, but not limited to, the State Treasurer, the State Controller or any other fund source.
- d. Prior to **AGENCY** seeking reimbursement of indirect costs, **AGENCY** must have identified estimated indirect cost rate in **Attachment II**, prepare and submit annually to **CALTRANS** for review and approval an indirect cost rate proposal and a central service cost allocation plan (if any) in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Chapter 5 of the Local Assistance Procedures Manual which may be accessed at: <https://dot.ca.gov/-/media/dot-media/programs/local-assistance/documents/lapm/ch05.pdf>
- e. **AGENCY** agrees and shall require that all its agreements with consultants and subrecipients contain provisions requiring adherence to this section in its entirety **except for section c, above**.

19. Americans with Disabilities Act

By signing this Agreement, **LOCAL AGENCY** assures **CALTRANS** that in the course of performing Project Work, it will fully comply with the applicable provisions of the Americans with Disabilities Act (ADA) of 1990, as amended, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA (42 USC Section 12101 et seq.).

20. Iran Contracting Act

Proposed Contractor must complete and submit to **CALTRANS** the Iran Contracting Act Certification certifying that it is not on the most current DGS list of Entities Prohibited from Contracting with Public Entities in California per the Iran Contracting Act, 2010 (<https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/List-of-Ineligible-Businesses>), before the Agreement has been executed, unless Contractor is exempted from the certification requirement by Public Contract Code Section 2205(c) or (d). If claiming an exemption, the proposed Contractor shall provide written evidence that supports an exemption under Public Contract Code Section 2203(c) or (d) before execution of the Agreement.

21. Indemnification

- a. Neither **CALTRANS** nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by **AGENCY**, its officers, employees, agents, its contractors, its subrecipients, or its subcontractors under or in connection with any work, authority, or jurisdiction conferred upon **AGENCY** under this RGA. It is understood and agreed that **AGENCY** shall fully defend, indemnify, and save harmless **CALTRANS** and all of **CALTRANS'** officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, including, but not limited to, tortious, contractual, likeness statutes under California Civil Code §§ 3344 and 3344.1, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by **AGENCY**, its officers, employees, agents, contractors, subrecipients, or subcontractors under this RGA.

- b. **AGENCY** agrees to fully defend, indemnify, and save harmless **CALTRANS** and all of its officers and employees from any and all claims, lawsuits, or legal actions, including reasonable attorneys' fees and legal costs, relating to intellectual property claims arising from or related to the Project and/or any work procured under this RGA, including but not limited to claims based on (1) U.S. federal or state trademark infringement laws, (2) patent infringement laws (3) 17 U.S.C. §§ 101-810 (the Copyright Act of 1976, as modified), (4) 17 U.S.C. § 106A(a) (the Visual Artists Rights Act of 1990, "VARA"), (5) 17 U.S.C. § 113, (6) California Civil Code § 987 (the California Art Preservation Act), California Civil Code §989, or (7) any other rights arising under U.S. federal or state laws or under the laws of any other country that conveys rights and protections of the same nature as those conveyed under 17 U.S.C. §106A(a) and California Civil Code §987, including intellectual property claims arising from or related to breach of contract, inverse condemnation, conversion, and/or taking of property.

22. Nondiscrimination Clause (2 CCR 11105 Clause b)

- a. During the performance of this RGA, the **AGENCY**, its contractors, its subrecipients, and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. **AGENCY** shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
- b. **AGENCY** shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code Sections 12900 et seq.), the regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code Sections 11135-11139.5), and the regulations or standards adopted by **CALTRANS** to implement such article.
- c. **AGENCY** shall permit access by representatives of the Department of Fair Employment and Housing and **CALTRANS** upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or **CALTRANS** shall require to ascertain compliance with this clause.
- d. **AGENCY** and its contractors, its sub-recipients, and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- e. **AGENCY** shall include the nondiscrimination and compliance provisions of this clause in all agreements with its sub-recipients, contractors, and subcontractors, and shall include a requirement in all agreements with all of same that each of them in turn include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts they enter into to perform work under this RGA.

23. Retention of Records/Audits

- a. **AGENCY**, its contractors, subcontractors, and sub-recipients, agree to comply with Title 2, Code of Federal Regulations (CFR), Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

- b. **AGENCY**, its contractors, subcontractors, and sub-recipients shall establish and maintain an accounting system and records that properly accumulate and segregate incurred Project costs and matching funds by line. The accounting system of **AGENCY**, its contractors, all subcontractors, and sub-recipients shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices. All accounting records and other supporting papers of **AGENCY**, its contractors, subcontractors and sub-recipients connected with Project performance under this RGA shall be maintained for a minimum of three (3) years from the date of final payment to **AGENCY** and shall be held open to inspection, copying, and audit by representatives of **CALTRANS**, the California State Auditor, and auditors representing the federal government. Copies thereof will be furnished by **AGENCY**, its contractors, its subcontractors, and sub-recipients upon receipt of any request made by **CALTRANS** or its agents. In conducting an audit of the costs and match credits claimed under this RGA, **CALTRANS** will rely to the maximum extent possible on any prior audit of **AGENCY** pursuant to the provisions of State and **AGENCY** law. In the absence of such an audit, any acceptable audit work performed by **AGENCY's** external and internal auditors may be relied upon and used by **CALTRANS** when planning and conducting additional audits.
- c. For the purpose of determining compliance with applicable State and **AGENCY** law in connection with the performance of **AGENCY's** contracts with third parties pursuant to Government Code Section 8546.7, **AGENCY**, **AGENCY's** sub-recipients, contractors, subcontractors, and **CALTRANS**, shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above referenced parties shall make such materials available at their respective offices at all reasonable times during the entire Project period and for three (3) years from the date of final payment to **AGENCY** under this RGA. **CALTRANS**, the California State Auditor, or any duly authorized representative of **CALTRANS** or the United States Department of Transportation, shall each have access to any books, records, and documents that are pertinent to a Project for audits, examinations, excerpts, and transactions, and **AGENCY** shall furnish copies thereof if requested.
- d. **AGENCY**, its subrecipients, contractors, and subcontractors will permit access to all records of employment, employment advertisements, employment application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission, or any other agency of the State of California designated by **CALTRANS**, for the purpose of any investigation to ascertain compliance with this RGA.
- e. Additionally, all grants may be subject to a pre-award audit prior to execution of this RGA to ensure **AGENCY** has an adequate financial management system in place to accumulate and segregate reasonable, allowable and allocable costs.
- f. Any contract with a contractor, subcontractor, or sub-recipient entered into as a result of this RGA shall contain all the provisions of this article.

24. Adjudication of Facts in Disputes

- a. Any dispute concerning a question of fact arising under this RGA that is not disposed of by agreement shall be decided by the **CALTRANS** Contract Officer, who may consider any written or verbal evidence submitted by **AGENCY**. The **CALTRANS** Contract Officer shall issue a written decision within 30 days of receipt of the dispute. If **AGENCY** rejects the decision of the **CALTRANS** Contract Officer, **AGENCY** can pursue any and all remedies authorized by law. Neither party waives any rights to pursue remedies authorized by law.
- b. Neither the pendency of a dispute nor its consideration by **CALTRANS** Contract Officer will excuse **AGENCY** from full and timely performance in accordance with the terms of this RGA.

25. INTENTIONALLY DELETED

26. Third-Party Contracts

- a. **AGENCY** shall perform the work contemplated with resources available within its own organization and no portion of the work shall be contracted to a third party without prior written authorization by the **CALTRANS** Contract Manager unless expressly included (subrecipient identified) in **Attachment III** as Project Work.
- b. All State-government-funded procurements must be conducted using a fair and competitive procurement process. **AGENCY** may use its own procurement procedures as long as the procedures comply with the local **AGENCY's** laws, rules, and ordinances governing procurement and all applicable provisions of State law, including, without limitation, the requirement that the **AGENCY** endeavor to obtain at least three (3) competitive bids for solicitation of goods, services, and consulting services (see Part 2, Chapter 2, Articles 3 and 4 of the Public Contract Code); a qualifications-based solicitation process, for which statements of qualifications are obtained from at least three (3) qualified firms for architecture and engineering services (see Title 1, Division 5, Chapter 10 of the Government Code); and, the applicable provisions of the State Contracting Manual (SCM), Chapter 5, which are not inconsistent with this **Item 23, Third Party Contracts**. The SCM can be found and the following link: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting>.
- c. Any contract entered into as a result of this RGA shall contain all the provisions stipulated in this RGA to be applicable to **AGENCY's** sub-recipients, contractors, and subcontractors. Copies of all agreements with sub-recipients, contractors, and subcontractors, must be submitted to the **CALTRANS** Contract Manager.
- d. **CALTRANS** does not have a contractual relationship with the **AGENCY's** subrecipients, contractors, or subcontractors, and the **AGENCY** shall be fully responsible for all work performed by its subrecipients, contractors, or subcontractors.
- e. Prior authorization in writing by the **CALTRANS** Contract Manager shall be required before **AGENCY** enters into any non-budgeted sub-agreement. **AGENCY** shall provide an evaluation of the necessity or desirability of incurring such costs. **AGENCY** shall retain all receipts for such purchases or services and shall submit them with invoices per **Section III– Payment and Invoicing, Item 14(e)(4), above**.

- f. Any contract entered into by **AGENCY** as a result of this RGA shall mandate that travel and per diem reimbursements and third-party contract reimbursements to subrecipients, contractors, and subcontractors, will be allowable as Project costs only after those costs are incurred and paid for by the subrecipients, contractors, and subcontractors. Travel expenses and per diem rates for subcontractors shall be reimbursed pursuant to **Section III–Payment and Invoicing, Item 14c, above**.

27. Drug-Free Workplace Certification

By signing this RGA, **AGENCY** hereby certifies under penalty of perjury under the laws of California that **AGENCY** will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code Sections 8350 et seq.) and will provide a Drug-Free workplace by doing all of the following:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
- b. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:
 - 1) The dangers of drug abuse in the workplace.
 - 2) The person's or organization's policy of maintaining a Drug-Free workplace.
 - 3) Any available counseling, rehabilitation, and employee assistance programs.
 - 4) Penalties that may be imposed upon employees for drug abuse violations.
- c. Provide, as required by Government Code Section 8355(a)(3), that every employee who works on the proposed contract or grant:
 - 1) Will receive a copy of the company's Drug-Free policy statement.
 - 2) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.
- d. Failure to comply with these requirements may result in suspension of payments under this RGA or termination of this RGA or both, and **AGENCY** may be ineligible for the award of any future state contracts if **CALTRANS** determines that any of the following has occurred: (1) **AGENCY** has made a false certification or, (2) **AGENCY** violates the certification by failing to carry out the requirements as noted above.

28. Relationship of Parties

It is expressly understood that this agreement is executed by and between two (2) independent governmental entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of an independent party.

29. State-Owned Data

- a. **AGENCY** agrees to comply with the following requirements to ensure the preservation, security, and integrity of State-owned data on portable computing devices and portable electronic storage media:

- 1) Encrypt all State-owned data stored on portable computing devices and portable electronic storage media using government-certified Advanced Encryption Standard (AES) cipher algorithm with a 256-bit or 128-bit encryption key to protect **CALTRANS** data stored on every sector of a hard drive, including temp files, cached data, hibernation files, and even unused disk space.
- 2) Data encryption shall use cryptographic technology that has been tested and approved against exacting standards, such as FIPS 140-2 Security Requirements for Cryptographic Modules.
- 3) Encrypt, as described above, all State-owned data transmitted from one computing device or storage medium to another.
- 4) Maintain confidentiality of all State-owned data by limiting data sharing to those individuals contracted to provide services on behalf of the State, and limit use of State information assets for State purposes only.
- 5) Install and maintain current anti-virus software, security patches, and upgrades on all computing devices used during the course of the Agreement.
- 6) Notify the **CALTRANS** Contract Manager immediately of any actual or attempted violations of security of State-owned data, including lost or stolen computing devices, files, or portable electronic storage media containing State-owned data.
- 7) Advise the owner of the State-owned data, the **AGENCY** Information Security Officer, and the **AGENCY** Chief Information Officer of vulnerabilities that may present a threat to the security of State-owned data and of specific means of protecting that State-owned data.

b. **AGENCY** agrees to use the State-owned data only for State purposes under this Agreement.

c. **AGENCY** agrees to not transfer State-owned data to any computing system, mobile device, or desktop computer without first establishing the specifications for information integrity and security as established for the original data file(s) (State Administrative Manual (SAM) Section 5335.1).

30. **CALTRANS'** Use of "Before" and "After" Project Photographs

- a. **AGENCY** acknowledges it provided a "Before" photograph of the Project with the **AGENCY's** application for the Clean California Local Grant Program. **AGENCY** acknowledges and agrees it must provide an "After" photograph of the Project as part of the close out reporting process.
- b. **AGENCY** warrants it is the copyright owner of the "Before" and "After" Project photographs.
- c. Neither the "Before" nor "After" Project photographs shall include the faces of any individuals.
- d. **AGENCY** grants to **CALTRANS** an irrevocable, perpetual, royalty-free, sublicensable, unlimited, worldwide license to prepare derivative works, make, publish, display, and distribute two-dimensional reproductions and/or copies, digitally and in print, of the "Before" and "After" Project photographs, or derivatives thereof, for non-commercial purposes or any State government purposes. This includes, but is not limited to, reproductions used in brochures, media publicity, public outreach campaigns (including television and social media campaigns), education, and exhibition catalogues or other similar publication.
- e. When applicable, **AGENCY** shall obtain and provide to **CALTRANS** any and all documentation **CALTRANS** reasonably determines is necessary or desirable to perfect the license described in this RGA to **CALTRANS**. This documentation shall be provided to **CALTRANS** within fifteen (15) days of written notice that this documentation is required.

31. Limited Grant of Rights to **CALTRANS** for Use of Educational Programming (“educational programming”) Created or Produced for Project and Visual Art Located Outside of State Right-of-Way (“**Artwork**”) Created or Produced for Project

a. Educational programming:

- i. **AGENCY** shall obtain from any and all copyright owner(s) of educational programming a sublicensable, irrevocable, perpetual, royalty-free, unlimited, worldwide license to prepare derivative works, make, publish, display, and distribute two-dimensional reproductions and/or copies, digitally and in print, of the educational programming created or produced for Project under this RGA, or derivatives thereof, for non-commercial purposes or any State government purposes. This includes, but is not limited to, reproductions used in brochures, media publicity, public outreach campaigns (including television and social media campaigns), education, exhibition catalogues or other similar publication. **AGENCY** shall obtain any and all other intellectual property rights necessary to make this grant to **CALTRANS** as described in this RGA.
- ii. **AGENCY** grants to **CALTRANS** an irrevocable, perpetual, royalty-free, sublicensable, unlimited, worldwide license to prepare derivative works, make, publish, display, and distribute two-dimensional reproductions and/or copies, digitally and in print, of the educational programming created or produced for Project under this RGA, or derivatives thereof, for non-commercial purposes or any State government purposes. This includes, but is not limited to, reproductions used in brochures, media publicity, public outreach campaigns (including television and social media campaigns), education, and exhibition catalogues or other similar publication.
- iii. When applicable, **AGENCY** shall obtain and provide to **CALTRANS** any and all documentation **CALTRANS** reasonably determines is necessary or desirable to perfect the license or sublicense described in this RGA to **CALTRANS**. This documentation shall be provided to **CALTRANS** within fifteen (15) days of written notice that this documentation is required.
- iv. To the extent any logos, including trademarks or service marks, belonging to third parties and/or the **AGENCY** are used on educational programming created or produced for Project under this RGA, **AGENCY** agrees to obtain and grant all necessary rights for **CALTRANS** to use and allow agents of **CALTRANS** to use the logos in connection with use of the educational programming for non-commercial purposes or State government purposes. This includes but is not limited to reproductions used in brochures, media publicity, public outreach campaigns (including television and social media campaigns), education and exhibition catalogues or other similar publication. This documentation shall be provided to **CALTRANS** within fifteen (15) days of written notice that this documentation is required.

b. **Artwork**:

- i. **AGENCY** shall obtain from the artist(s), or any other copyright owner(s) of **Artwork**, a sublicensable, irrevocable, perpetual, royalty-free, unlimited, worldwide license to prepare derivative works, make, publish, display, and distribute two-dimensional reproductions and/or copies, digitally and in print, of **Artwork** created or produced for Project under this RGA, or derivatives thereof, for non-commercial purposes or any State government purposes. This includes, but is not limited to, reproductions used in brochures, media publicity, public outreach campaigns (including television and social media campaigns), education, and exhibition catalogues or other similar publication. **AGENCY** shall obtain any and all other intellectual property rights necessary to make this grant to **CALTRANS** as described in this

RGA.

- ii. **AGENCY** grants to **CALTRANS** an irrevocable, perpetual, royalty-free, sublicensable, unlimited, worldwide license to prepare derivative works, make, publish, display, and distribute two-dimensional reproductions and/or copies, digitally and in print, of **Artwork** created or produced for Project under this RGA, or derivatives thereof, for non-commercial purposes or any State government purposes. This includes, but is not limited to, reproductions used in brochures, media publicity, public outreach campaigns (including television and social media campaigns), education, and exhibition catalogues or other similar publication.
- iii. **AGENCY** shall obtain and provide to **CALTRANS** any and all documentation **CALTRANS** reasonably determines is necessary or desirable to perfect the license or sublicense described in this RGA to **CALTRANS**. This documentation shall be provided to **CALTRANS** within fifteen (15) days of written notice that this documentation is required.

32. Government Purpose Rights for Inventions

- a. Inventions are any idea, methodologies, design, concept, technique, invention, discovery, improvement or development regardless of patentability made solely by **AGENCY** or jointly with the **AGENCY's** contractor, subcontractor and/or subrecipient during the term of this RGA and in performance of any work under this RGA, provided that either the conception or reduction to practice thereof occurs during the term of this RGA and in performance of work issued under this RGA.
- b. **CALTRANS** will have Government Purpose Rights to any inventions created as a result of the Project. "Government Purpose Rights" are the unlimited, irrevocable, worldwide, perpetual, royalty-free, non-exclusive rights, and licenses to use, modify, reproduce, perform, release, display, create derivative works from, and disclose any said invention. "Government Purpose Rights" also include the right to release or disclose said invention(s) outside **CALTRANS** for any State government purpose and to authorize recipients to use, modify, reproduce, perform, release, display, create derivative works from, and disclose the invention(s) for any State government purpose. "Government Purpose Rights" do not include any rights to use, modify, reproduce, perform, release, display, create derivative works from, or disclose the invention(s) for any commercial purpose.

33. Additional Intellectual Property Provisions

- a. To the extent any intellectual property is created or produced for Project under this RGA, and not covered in other provisions of this RGA, **AGENCY** agrees to take reasonable steps to ensure that **CALTRANS** has the rights necessary to allow for use of the intellectual property in a fashion substantially similar to other rights for non-commercial uses and State government purposes described in this RGA.
- b. If additional uses are reasonably determined to be needed by **CALTRANS** for public outreach purposes, **AGENCY** will obtain rights and grant **CALTRANS** and its agents said additional rights for use of the "Before" and "After" Project photos, **Artwork** created or produced for Project under this RGA, and educational programming created or produced for Project under this RGA. The grant will be an irrevocable, non-exclusive, perpetual, royalty-free, sublicensable, unlimited, worldwide license.
- c. When requested to so do by **AGENCY**, all reproductions and/or copies by **CALTRANS** of "Before" or "After" Project photographs, educational programming, and **Artwork** shall contain a credit to the Artist/ Copyright owner(s) and a copyright notice in substantially the following form: © [Artist/Copyright owner's name, date of publication]. **AGENCY** bears sole responsibility to

promptly notify **CALTRANS**, in writing, about instances where such accreditation is requested and provide the Artist/ Copyright owner's name and date of publication. **CALTRANS** will make reasonable efforts to affix the copyright notice in a timely manner.

- d. Required disclaimer language for educational programming and **Artwork** created or produced for Project under this RGA.
 - i. Educational programming: **AGENCY** must place a disclaimer statement in a conspicuous manner on the educational programming created or produced for Project under this RGA a disclaimer that states the content of the educational programming does not reflect the official views or policies of **CALTRANS**. The educational programming does not constitute a standard, specification, or regulation.
 - ii. **Artwork**: **AGENCY** must place a disclaimer statement in a conspicuous manner on or in close proximity to the **Artwork** created or produced for Project under this RGA a disclaimer statement that the contents of the artwork do not reflect the official views or policies of **CALTRANS**.
- e. Avoidance of Infringement: In performing work under this RGA, **AGENCY** and its employees agree to avoid designing or developing any items that infringe one or more patents or other intellectual property rights of any third party. If **AGENCY** or its employees becomes aware of any such possible infringement in the course of performing any work under this RGA, **AGENCY** or its employees shall immediately notify **CALTRANS** in writing.
- f. **Contractors, Subcontractors, and Subrecipients**: Through contract with its sub-recipients, contractors, and subcontractors, **AGENCY** shall affirmatively bind by contract all of its contractors, subcontractors, subrecipients, and service vendors (hereinafter "**AGENCY's Contractor/Subcontractor/Subrecipient**") providing services under this RGA to conform to the provisions of paragraphs 31-33 of this RGA. In performing services under this RGA, **AGENCY's Contractor/Subcontractor/Subrecipient** shall agree to avoid designing or developing any items that infringe one (1) or more patents or other intellectual property rights of any third party. If **AGENCY's Contractor/Subcontractor/Subrecipient** becomes aware of any such possible infringement in the course of performing any work under this RGA, **AGENCY's Contractor/Subcontractor/Subrecipient** shall immediately notify the **AGENCY** in writing, and **AGENCY** will then immediately notify **CALTRANS** in writing.

34. Visual Art Located on California State Right-of-Way

AGENCY agrees if Project involves visual art located on California State right-of-way, Project must be submitted and adhere to **CALTRANS'** most current Transportation Art Proposal process, policies, guidelines, and requirements. Information regarding **CALTRANS'** Transportation Art program can be found at <https://dot.ca.gov/programs/design/lap-landscape-architecture-and-community-livability/lap-liv-j-transportation-art>. **AGENCY** bears sole responsibility for ensuring that any Project will be timely submitted through **CALTRANS'** Transportation Art Proposal process, approved, and installed prior to any deadlines as required by this RGA.

- a. **AGENCY** acknowledges that funds provided by **CALTRANS** under this RGA shall not be used for maintenance outside of the project time limits as provided in this RGA.
- b. **AGENCY** acknowledges that the **CALTRANS'** Transportation Art Proposal process requires, among other things, **CALTRANS** ownership of any tangible visual final artwork, an unlimited, irrevocable copyright assignment to **CALTRANS** of the final artwork, and waiver of moral rights under California Civil Code § 987 (the California Art Preservation Act) and 17 U.S.C. § 106A(a) (the Visual Artists Rights Act of 1990, "VARA") of the final artwork.

- c. **AGENCY** acknowledges that any submittal to the **CALTRANS**' Transportation Art Proposal process includes restrictions on the type of work that can be located on California State right-of-way.

35. Assumption of Risk and Indemnification Regarding Exposure to Environmental Health Hazards

In addition to, and not a limitation of, Contractor's indemnification obligations contained elsewhere in this Agreement, Contractor hereby assumes all risks of the consequences of exposure of Contractor's employees, agents, Subcontractors, Subcontractors' employees, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, to any and all environmental health hazards, local and otherwise, in connection with the performance of this Agreement. Such hazards include, but are not limited to, bodily injury and/or death resulting in whole or in part from exposure to infectious agents and/or pathogens of any type, kind or origin. Contractor also agrees to take all appropriate safety precautions to prevent any such exposure to Contractor's employees, agents, Subcontractors, Subcontractors' employees, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement. Contractor also agrees to indemnify and hold harmless **CALTRANS**, the State of California, and each and all of their officers, agents and employees, from any and all claims and/or losses accruing or resulting from such exposure. Except as provided by law, Contractor also agrees that the provisions of this paragraph shall apply regardless of the existence or degree of negligence or fault on the part of **CALTRANS**, the State of California, and/or any of their officers, agents and/or employees.

36. Mandatory Organic Waste Recycling

It is understood and agreed that pursuant to Public Resources Code Sections 42649.8 et seq., if Contractor generates two (2) cubic yards or more of organic waste or commercial solid waste per week, Contractor shall arrange for organic waste or commercial waste recycling services that separate/source organic waste for organic waste recycling. Contractor shall provide proof of compliance, i.e. organic waste recycling services or commercial waste recycling services that separate/source organic waste recycling, upon request from **CALTRANS** Contract Manager

37. Project Close Out/Closeout Report

- a. **AGENCY** will provide a final close out report to the **CALTRANS** Contract Manager no later than November 1, 2024.
CALTRANS reserves the right to inspect the project location prior to approving the final invoice and closeout report.
- b. **CALTRANS** reserves the right to withhold final payment to **AGENCY** pending receipt and approval of the final closeout report by the **CALTRANS** Contract Manager.
- c. Payments shall be forfeit if invoices are submitted after November 1, 2024.

38. ADA Compliance

All entities that provide electronic or information technology or related services that will be posted online by **CALTRANS** must be in compliance with Government Code Sections 7405 and 11135 and the Web Content Accessibility Guidelines (WCAG) 2.0 or subsequent version, published by the Web Accessibility Initiative of the World Wide Web Consortium at a minimum Level AA success. All entities will respond to and resolve any complaints/deficiencies regarding accessibility brought to their attention.

39. Prevailing Wages and Labor Code Compliance

AGENCY shall comply with any and all applicable labor and prevailing wage requirements in Labor Code Sections 1720 through 1815 and implementing regulations for any public works or maintenance contracts and subcontracts executed for the **AGENCY**'s work on or for the Project.

40. In the event of any inconsistency between the provisions which constitute this RGA, the following order of precedence shall apply:

- I. This Restricted Grant Agreement (as amended);
- II. The **CALTRANS** Local Grant Program Guidelines;
- III. Approved Indirect Cost Rate (if applicable);
- IV. Approved Grant Application (as amended); and
- V. **AGENCY** Resolution.

41. Survival

AGENCY's representations, the indemnification provisions in paragraph 21, intellectual property provisions in paragraphs 30, 31, 32, and 33, and all other provisions which by their inherent character establish ongoing obligations shall remain in full force and effect, regardless of any expiration and/or termination of this RGA.

42. Sanctions

No agreements under this RGA shall be made with individuals and/or entities that are determined to be a target of sanctions by the State of California while such sanctions are in effect.

Section IV

Attachments:

The following attachments are incorporated into, and are made a part of this RGA by this reference and attached hereto.

- I. Grant Program Guidelines
- II. Approved Indirect Cost Rate (if applicable)
- III. Approved Grant Application and Amendment(s) to Grant Application (if applicable)
- IV. **AGENCY** Resolution

In Witness Whereof, the parties hereto have executed this RGA on the day and year first herein above written:

**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

CITY OF MAYWOOD

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Gretchen Chavez

Title: _____

Title: _____

Office Chief
Clean California Local Grant Program
Division of Local Assistance

Date: _____

Date: _____

By: _____

Printed Name: _____

Title: _____

Date: _____

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 9.

DATE: September 14, 2022

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: KAREN INIGUEZ, COMMUNITY DEVELOPMENT ANALYST

SUBJECT: APPROVAL OF THE PROFESSIONAL SERVICE AGREEMENT WITH AMIGOS DE LOS RIOS FOR THE MAYWOOD URBAN FOREST MANAGEMENT AND TREE PLANTING PROJECT

RECOMMENDATION:

Staff recommends that the City Council approve the professional service agreement with Amigos de los Rios for the Maywood Urban Forest Management and Tree Planting Project in the form approved by the City Attorney.

BACKGROUND:

The California Department of Forestry and Fire Protection (CAL FIRE) - the fire department of the California Natural Resources Agency in the state of California - Urban and Community Forestry Program is a funding opportunity that works to expand and improve the management of trees and related vegetation in communities throughout California.

In 2017, the City of Maywood received a *CalFire Urban and Community Forestry Plan Grant*. This grant allowed for the City to partner with Amigos de los Rios to plant a total of 650 trees and shrubs. The grant, as well as the City's partner, allowed for the opportunity to have the top priority be the development in community engagement and support for ongoing community forestry projects. The partnership with Amigos de los Rios allowed for 355 trees to be planted and spread out through the community, including residential areas as well as the City's Riverfront Park.

In July 2021, the City submitted an "Urban Forest Management Activities Grant" application to the California Department of Forestry and Fire Protection. The grant application is a two-phase process. The City was selected to enter the second phase in November of 2021 and received the grant in March 2022.

DISCUSSION:

In March 2022, the City was awarded the Urban Forest Management Plan for a total of \$458,080. The grant proposal includes a proactive plan put together by both the City of Maywood and Amigos de Los Rios to complete goals that will allow for Amigos de Los Rios to plant two hundred (200) fifteen-gallon (15 gallon) trees that CalFire approved. Another aspect of the plan is to conduct community engagement events to facilitate the public education campaign, which explains why the selected trees are the most suitable for the City of Maywood's climate and how they significantly contribute to the effort to reduce Green House Gas (GHG) emissions. Furthermore, the trees are drought tolerant, so they require lower maintenance, which helps

contribute to high carbon sequestration, a process of capturing and storing carbon dioxide. This process helps with the goal of reducing global climate change. The trees will be placed in areas to offer the enhanced safety of Maywood pedestrians from heat-related issues. Furthermore, Amigos de Los Rios will provide education and community outreach during the completion of the grant, so that Maywood residents will get involved and volunteer.

The grant will cover the expenses that both the City of Maywood and Amigos de los Rios will incur. The Professional Service Agreement with Amigos de los Rios will be a do-not-exceed amount of four hundred forty-three thousand and eighty dollars (\$443,080.00). The additional fifteen thousand dollars (\$15,000.00) of the grant will cover Maywood's personnel hours for the administration of the grant.

The professional service agreement budget for Amigos de Los Rios will include the contractual services, which include the performance of the Urban Tree Canopy Index, designing of pinpoint locations for tree planting, tree planting and establishment, new tree well cuts, irrigation services, arborists consulting services, and three (3) years of care which includes maintenance. The agreement also includes supply costs, Geo Urban Software, tablets, education, and outreach costs.

This professional service agreement with Amigos de Los Rios will allow for the continuation of a safer and greener Maywood by providing the following:

- Reducing the urban heat island effect
- Reducing heating and cooling costs
- Lowering air temperatures
- Reducing air pollution
- Increasing property values
- Enhancing the beautification of the City

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:

The City will be utilizing Fund 100 - General Fund - Account 6115 Contractual Services - for initial expenditures that will be reimbursed from Fund 261 Federal / State / County Grants after the completion review, inspection and approval by CALFIRE.

ATTACHMENT(S)

1. Professional Service Agreement with Amigos de los Rios for CalFire

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is dated September 14, 2022 ("Effective Date") and is between the City of Maywood, a California municipal corporation ("City") and Amigos De Los Rios, a California Nonprofit ("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 Consultant to perform .

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

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

The Parties therefore agree as follows:

1. Consultant's Services.

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

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

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

D. Standard of Performance. Consultant shall perform all Services under this Agreement in accordance with the standard of care generally exercised by like professionals under similar circumstances and in a manner reasonably satisfactory to City.

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

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

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

2. Term of Agreement. The term of this Agreement shall be from the Effective Date through March 30, 2026 ("Term"), unless sooner terminated as provided in Section 12 of this Agreement or extended.

3. Compensation.

A. Compensation. As full compensation for Scope of Services satisfactorily rendered, City agrees to compensate Consultant, and Consultant agrees to accept in full satisfaction for the services required by this Agreement, \$443,080.00, as more particularly described in **Exhibit B** ("Compensation"). Said Compensation shall constitute reimbursement of Consultant's fee for the services as well as the actual cost of any staff time, other direct or indirect costs or fees, including the work of employees, consultants and subcontractors, equipment, materials, and supplies necessary to provide the service (including all labor, materials, delivery, tax, assembly, and installation, as applicable). In no event shall the Consultant be paid more than \$443,080.00, which includes expenses and additional services (if any) during the term of this Agreement ("Maximum Compensation").

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

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

4. Method of Payment.

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

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

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

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

6. Information and Documents.

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

B. Consultant shall promptly notify City should Consultant, its officers, employees, agents or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for

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

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

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

7. 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.

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

A. Indemnities.

1) To the fullest extent permitted by law, Consultant shall, at its sole cost and expense, defend, hold harmless and indemnify City and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those City agents serving as independent Consultants in the role of City officials

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

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

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

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

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

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

9. Insurance.

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

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

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

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

B. Acceptability of Insurers. The insurance policies required under this Section shall be issued by an insurer admitted to write insurance in the State of California with a rating of A:VII or better in the latest edition of the A.M. Best Insurance Rating Guide or

such other rating as approved by the City Manager. Self insurance shall not be considered to comply with the insurance requirements under this Section.

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

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

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

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

G. Cancellations or Modifications to Coverage. Consultant shall not cancel, reduce or otherwise modify the insurance policies required by this Section during the term of this Agreement. The commercial general and automobile liability policies required under this Agreement shall be endorsed to state that should the issuing insurer cancel the policy before the expiration date, the issuing insurer will endeavor to mail 30 days' prior written notice to City. If any insurance policy required under this Section is canceled or reduced in coverage or limits, Consultant shall, within two Business Days of notice from the insurer, phone, fax or notify City via certified mail, return receipt requested, of the cancellation of or changes to the policy.

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

I. Evidence of Insurance. Prior to the performance of Services under this Agreement, Consultant shall furnish City's Risk Manager or such other official designed by the City Manager with a certificate or certificates of insurance and all original

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

J. Indemnity Requirements not Limiting. Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duty to indemnify City under Section 8 of this Agreement.

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

10. Mutual Cooperation.

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

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

11. 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.

12. Termination of Agreement.

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

at any time, at will, for any reason or no reason, after giving written notice to City at least 60 calendar days before the termination is to be effective.

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

13. 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.

14. Default.

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

B. In addition to the right to terminate pursuant to Section 12, 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.

15. 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:
City Manager
City of Maywood
4319 East Slauson Avenue
Maywood, California 90270

If to Consultant:
Amigos de los Rios
Attn: Claire Robinson
908 E. Altadena Drive
Altadena, CA 91001

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

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

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

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

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

29. 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.

30. 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.

31. 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.

32. 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.

33. 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:

Claire Robinson

By: _____
Heber Marquez
Mayor of the City of Maywood

By: _____
Name: Claire Robinson
Title: President

ATTEST:

By: _____
Andrea Aguilar, City Clerk

APPROVED AS TO FORM:

By: _____
Roxanne Diaz, City Attorney

EXHIBIT A

SCOPE OF SERVICES

Project Narrative: The CalFire Urban and Community Forestry Program Grant is a tree planting grant that will be in partnership with Amigos de Los Rios. Amigos de Los Rios will manage and integrate the City's urban forest as set forth in the agreement.

Objectives:

1. The City with the aid of PlanIt Geo and Amigos de los Rios will integrate the Urban Forest Management Project with the City's General Plan and update policies, ordinances, street trees list, indexes, maps, tree inventory, and tools to measure forest health.
2. Amigos de Los Rios will Implement the PlanIt Geo/Urban Forest Management Plan software.
3. Amigos de Los Rios will ensure community support for the Urban Forest Management Plan.
4. The City alongside Amigos de Los Rios will Incorporate the Urban Forest Management Plan into a sustainability element of the General Plan.
5. Amigos de Los Rios will ensure the Urban Forest Management Plan is integrated with the with all the current sustainability initiatives.
6. Amigos de Los Rios will ensure that the City's infrastructure master plans, community design guidelines, and existing plans are consistent with the best management practices for urban forestry.
7. Amigos de Los Rios will determine optimal locations, sizes, and species of trees to plan for maximum public benefits.
8. The City alongside Amigos de Los Rios will help Increase the community's understanding of the urban forest as an asset and continue building the urban forest stewardship program.

Early Tree Planting Program Objectives:

1. Amigos de Los Rios will replace 200 vacant tree sites, out of 1,000, identified in City tree Inventory list according to City guidelines and Cal Fire Standards as well as specifications or purchasing, planting, and maintaining trees.
2. Amigos de Los Rios will plant trees that will offer an enhanced safety over the current situation where street trees are presenting safety risks.
3. Amigos de Los Rios Expand the City's urban greening education, stewardship, and tree planting efforts where street trees are presenting safety risks.
4. Amigos de Los Rios will reduce the Urban Heat Island effect by enhancing the City's urban canopy.
5. The goal for the Urban Forest Management Plan is to Improve the City's overall long-term public health condition.

Scope of Work: The City has set up a list of project goals that are to be completed by the City of Maywood, Amigo de Los Rios, and YMCA.

Project Goals:

1. The City of Maywood will establish its “City of Maywood Urban Forest Management Plan” to appropriately guide the expansion of the City’s Urban Canopy.
2. An Early Tree Planting Project will be completed to expand the current urban forest canopy
 - a. The activities carried out to complete the goals in this agreement will be integrated to enhance the project’s overall community and environmental impact. The principal partners on this project include the following: The City of Maywood’s Department of Building and Planning, Public Works Division, Amigos de los Rios, and volunteers/stakeholders. Prior to project implementation, City Staff and Amigos de Los Rios will prepare and plan the beginning stages of the project.
3. Early Action Tree Planting
 - a. The tasks below will be performed by the City of Maywood and Amigos de los Rios.
 - b. 200 (15 gallon) trees will be planted, according to Cal Fire Standards and Specifications. The diverse species require low(er) maintenance and drought tolerance, which will contribute to a high rate of carbon sequestration and placed in strategic locations (adjacent to buildings) to help reduce energy consumption.
 - c. The partnership will allow for the organization of series of community tree planting, stewardship, and public education events.
4. Urban Forest Management Plan
 - a. The task below will be performed by the City of Maywood, Amigos de Los Rios, and the YMCA.
 - b. The PlanIt Geo Urban Forestry Management Plan software will be purchased and implemented by Amigos de Los Rios.
 - c. Coordinating planning efforts with stakeholders.
 - d. The City’s Director of Building and Planning, in conjunction with Amigos de Los Rios, will develop the Urban Forestry Management Plan. This includes integrating into the Urban Forestry Management Plan a review of city tree ordinances, street tree planting lists, specific tree care standards, policies and procedures, online public surveys, assessment of the current tree inventory, maintenance recommendations, and current sustainability and greening projects and program.
 - e. Solicit stakeholder feedback through social media, the City’s Website as well as community events and meetings.
 - f. The results will be presented to the City Council for review and input.
 - g. Staff will prepare the final draft for the City Councils Approval.
 - h. The Council will adopt the Urban Forestry Management Plan.
 - i. Post required project signage.

Education and Outreach: Amigos de Los Rios will provide education and community outreach during the completion of the grant. The grant requires a series of 10 Community (Early Tree) Planting events.

Tree Information:

The City alongside Amigos de Los Rios selected the most suitable trees for Maywood's climate as well as contribution to the City's effort to reduce GHG emissions.

Number of Trees	Species of Trees	Gallon Tree
25	Tristanopsis conferta (Brisbane Box)	15 Gallon
25	Geijera parviflora (Australian Willow)	15 Gallon
20	Robina x ambigua "Purple robe" (Black Locust)	15 Gallon
20	Koelreuteria bipinnata (Chinese Flame Tree)	15 Gallon
25	Pistacia Chinensis (Chinese Pistach)	15 Gallon
20	Platanus x Acerifolia (London Plane)	15 Gallon
20	Quercus Agrifolia (Coast Live Oak)	15 Gallon
15	Platanus Racemosa (Western Sycamore)	15 Gallon
30	Populus Fremontii (Fremont's Cottonwood)	15 Gallon
Total Trees: 200		

6. Narrative. In the sections below, please follow the prompts and provide all relevant information for the project.

6A. Background. Describe the situation in the project area(s) and problems in the project area(s) that need attention.

In 2017, the City of Maywood received a CalFire Urban and Community Forestry Program Grant. This grant enabled the City, with support from its residents and its primary partner, Amigos de los Rios, to plant and maintain 650 trees. The work from this grant has motivated stakeholders to take additional steps and continue greening Maywood, address the City's urban heat island effect, and create, despite budget constraints, a healthier Maywood. According to the City tree inventory list, there are over 1000 identified vacant tree sites throughout the City, on parkways, medians, and other public spaces. Moreover, the City is implemented other greening initiatives that will help the environmental condition of the City, while informing and educating its community.

The City is a park poor, working-class community, bounded by freeways and industry. 24% of residents live below the poverty level., in comparison to LA County at 13%. The City, in terms of planning and land use, is a mix of high density zoning and large commercial and industrial tracts . It is considered pedestrian unfriendly. The City, however, is preparing an Active Transportation Master Plan to create pedestrian and bike friendly community. The enhancement of its urban forest is essential part of this effort to get residents outdoors, and walking or biking to parks, stores, libraries and other popular and essential destination points.

An early tree planting project, and the lessons learned from previous efforts, will improve Maywood's future urban forest. The adoption of a community supported Urban Forest Management Plan, integrated into its recently adopted sustainability initiatives, will ensure long-term success. Together, these measures will efficiently guide the growth of the City's urban forest.

The City of Maywood Bell is a recognized SB 535 disadvantaged community; it is densely populated City adjacent to pockets industrial zoned neighborhoods, and subject to levels of ozone and particulate matter higher than most other communities in the state of California. According to CalEnviroScreen 3.0 results, the City's score is within the 81-100% range, and its pollution burden ranges from the mid-80's to 99 across all census tracts.

Guided by UFMP, accompanied by a public education effort, Maywood will become healthier, greener, and generate more advocates, from the neighborhood, for Maywood and its urban forest effort.

6B. Project Objectives - What are the objectives of the proposed project? How do they address the situations and problems identified in the background section?

UFMP

Objectives

1. Integrate, with the aid of PlanIt Geo system and Amigos de los Rios, the UFMP with the City's General Plan and update policies, ordinances, street tree lists, indexes, maps, tree inventory, and tools to measure forest health
2. Implement the PlanIt Geo/UFMP software
3. Ensure community support for UFMP
4. Incorporate UFMP into Sustainability Element of the General Plan
5. Ensure UFMP is integrated with all current sustainability initiatives.
6. Ensure that the city's infrastructure master plans, community design guidelines, and existing plans are consistent the Best Management Practices for urban forestry
7. Determine optimal locations, size and species of trees to plant for maximum public benefits
8. Increase the community's understanding of the urban forest as an asset, and continue building the urban forest stewardship program Early Tree Planting Program

Objectives

1. Replace 200 vacant tree sites, out of 1000, identified in City tree inventory list according to City guidelines and Cal Fire Standards and Specifications for Purchasing, Planting, and Maintaining Trees.
2. Plant trees that will offer an enhanced safety to over the current situation where street trees are presenting safety risks.
3. Expand the City's urban greening education, stewardship, and tree planting effort Amigos de los Rios with the goal.
4. Reduce the Urban Heat Island effect by enhancing the City's urban canopy
5. Improve the City's overall the long-term public health condition

6C. Scope of Work - Describe the approach to be used, the design (methods), and implementation of the project. Include who will be involved with specific tasks and justify why the approach, methods and implementation is the most effective way to accomplish the objectives. Include a description of project sign contents and their locations. *(continued on next page)*

Project Goals:

1. Establish the City of Maywood Urban Forest Management Plan to appropriately guide the expansion of its Urban Canopy
2. Complete an Early Action Tree Planting Project to expand the current urban forest

The activities carried out to complete the goals will be integrated to enhance the project's overall community and environmental impact. Principal partners include City of Maywood's Department of Building and Planning, Public Works Division, Amigos de los Rios, and volunteers/stakeholders. Prior to the project implementation, City staff and Amigos de los Rios will prepare, and plan the project.

1. Early Action Tree Planting:

Tasks: Performed by the City of Maywood, Amigos de los Rios

- A. Plant 200 (15 gal) trees, according to Cal Fire Standards and Specifications, of diverse species, require low(er) maintenance, drought tolerant, which contribute to a high rate of carbon sequestration, and in strategic locations (adjacent to buildings) to help reduce energy consumption
- B. Organize a series of community of tree planting, stewardship, and public education events;

2. Urban Forest Management Plan

Tasks: Performed by the City of Maywood, Amigos de los Rios, YMCA

- A. Purchase and implement PlanIt Geo Urban Forestry Management Plan Software) and
- B. Coordinate planning effort with stakeholders
- C. City Director of Building and Planning and Amigos de los Rios will develop the UFMP, including integrating into the UFMP a review of city tree ordinances, street tree planting lists, specific tree care standards, policies and procedures, online public surveys, assessment of the current tree inventory, maintenance recommendations, and current sustainability and greening projects and program
- D. Solicit stakeholder feedback, through social media, City Website and community events/meetings
- E. Present results to City Council for review and input.
- F. Staff prepares final draft for City Council Approval
- G. Council Adopts UFMP
- H. Post required project signage

6D. Project Time Line - Provide a general project time line. Do not list specific dates or months due to uncertainty in when projects may begin. Plan on projects ending no later than March 30, 2025.

Month 1: Grant funding awarded; Month 1: City of Maywood and Amigos de los Rios starts prepare and plan Early Tree Planting and UFMP with plan of action coordinated with its arborist and community partners; Month 1 – 24: Begin and sustain community outreach and public education campaign City and Amigos initiate UFMP, plan, organize, consensus building and conduct Early Tree Planting project; Month 2: City to purchase trees and order equipment, and Begin Early stage of UFMP process; Month 4: First Quarterly Report sent to Cal Fire -- Additional reports made quarterly throughout project period, months 1-30; Month 4-25: Begin first in a series of 10 Community (Early Tree) Planting events; Months 8-30: City staff, City, Amigos and Arborist continue and conduct long-term tree maintenance; Month 12-18: Prepare draft UFMP plan to incorporate all feedback and directions for draft preparation; Month 24: Council Adopts UFMP; Post Month 30: Any Final Reporting and Audits completed by City staff, and provided to Cal Fire as needed.

6E. Tree Information (if applicable) - Provide the following information about any trees or plants to be planted as part of the grant project. Include information even if the trees or plants are not to be funded by CAL FIRE.

Species List - Provide a list of the tree and plant species for this grant project . Include common name, Genus, and species. Include the approximate number of each species to be used. List minimum planting stock size for each species.

The City and its partner Amigos de los Rios selected the trees as the most suitable for Maywood's climate, and significantly contribute to the effort to reduce GHG emissions

25	Tristanopsis conferta, Brisbane Box,	15	gal
25	Geijera parviflora ,Australian Willow,	15	gal
20	Robinia x ambigua 'Purple Robe' Black Locust,	15	gal
20	Koelreuteria bipinnata, Chinese Flame Tree,	15	gal
25	Pistacia Chinensis, Chinese Pistache,	15	gal
20	Platanus xAcerifolia, London Plane,	15	gal
20	Quercus Agrifolia, Coast Live Oak,	15	gal
15	Platanus Racemosa, Western Sycamore,	15	gal
30	Populus Fremontii, Fremont's Cottonwood,	15	gal
Total		200	

Total Project Trees: 200

Total CAL FIRE Funded: 200

6F. Long Term Tree Care/Maintenance. Describe below what entity will be responsible for long term tree care. A letter of participation should be submitted by this entity if it is different from the applying entity. If it is individuals, detail the commitment process to be used.

City staff, and Amigos de los Rios will maintain the trees - past the three year minimum set by the grant requirements.

6G. Other deliverables. List all other project deliverables and quantities to be funded by CAL FIRE, as well as overall project totals.

EXHIBIT B

COMPENSATION

For the Services provided by the Contractor, the executed grant agreement will allow for a sum not to exceed four hundred fifty-eight thousand and eighty dollars (\$443,080.00) for the Maywood Urban Forest Management and Tree Planting Project. Payments shall be made according to the following:

1. A sum of three hundred thousand sixty-two dollars (\$362,000) shall be made to Amigos de Los Rios for contractual services. The sum is divided into seven portions of different contractual services. The first portion is the performance of the Urban Tree Canopy index which explains the quantitative and qualitative analysis of Maywood's Urban Forest, the contractual portion for this section is forty thousand dollars (\$40,000). The second portion is the designing of Pin-Point Priority Locations to optimize long-term tree planting, the contractual portion for this section is fifteen thousand dollars (\$15,000). The third portion of this section is the tree planting and establishment, in which Amigos de Los Rios alongside volunteers install two hundred (200) trees with fifteen (15)-gallon trees at vacant sites as well as replace diseased trees. The contractual portion for this section covers two hundred (200) trees at the cost of two hundred forty dollars (\$240) which totals out to forty-eight thousand dollars (\$48,000). The fourth portion of this section is for the new 50 tree wells cuts and the contractual portion of this section is nine hundred dollars each (\$900) which totals out to forty-five thousand dollars (\$45,000). The fifth portion of this section covers the irrigation period for the three-year tree planting sites by water truck or new irrigation. The contractual portion of the section is one hundred thousand dollars (\$100,000). The sixth portion of this section covers the arborists consulting services to support the early tree planting and Urban Forest Management Plan project. The contractual portion of this section covers five thousand dollars (\$5,000). The seventh portion of this section covers the three-year care, including the maintenance of trees toward the establishment. the contractual portion of the section is one hundred and nine thousand dollars (\$109,000).
2. A sum of twelve thousand dollars (\$12,000) shall be used to purchase the PlanIt-Geo Urban Forest Management Software. The software includes a three-year subscription, with training software updates and add-ons.
3. A sum of twelve thousand five hundred ninety dollars (\$12,590) shall be used to purchase ten (10) heavy-duty tablets. This includes backpack soft circumference tape to index trees throughout the City of Maywood to be used by trained staff. (These funds will be allocated from the indirect cost.)
4. A sum of twenty thousand (\$20,000) will be directed towards education and outreach. The ten (10) events will include public education, the Urban Forest Management Plan, and Early Tree Planting events, each early tree planting event will be at the cost of two thousand dollars (\$2,000) per event.

5. Total indirect costs are a sum of thirty-six thousand four hundred and ninety dollars (\$36,490). The indirect costs cover any other miscellaneous items that were not covered by the agreement. This is to be utilized for any necessary purchases that will help with the completion of the Project. The original agreement called for a total of forty-nine thousand and eighty dollars (\$49,080) with a 12% indirect cost. However, the indirect cost had to be decreased from 12% to 8.65% to cover the ten (10) heavy-duty tablets.

7. Budget Information

7A. Budget Detail - Provide a specific budget for work to be done. The budget should be based on bid quotes and/or estimates from vendors or on actual costs that will be incurred. The line items listed should be specific enough to adequately describe project expenses. Use the Excel format CAL FIRE has provided for your budget, and follow the guidance in the *Grant Guidelines*. You should note that applicants, if successful in being awarded a grant, will have to follow this budget and will only have the opportunity for minor budget adjustments. The total grant award amount for the project can not be increased later.

7B. Explanation of Budget and Costs - Describe the basis for the budget amounts listed above. Applicants will be expected to adhere to this budget.

Personnel:

Maywood staff – Participation in UFMP and tree planting events. Includes salary and benefits.

\$15,000

Design & Approval of UFMP and Tree Planting Project Start-Up, and Coordination throughout Grant Term (3 Yrs)

Salary: 200 hours x \$60/hour = 12,000.00

Benefits: 200 hours x \$15/hour = 3,000.00

Contractual

\$362,000

Perform Urban Tree Canopy Index - Quantitative and qualitative analysis of Maywood's Urban Forest

1 x 40,000.00 = \$40,000.00

Design Pin-Point Priority Locations to optimize long-term tree planting

1 x 15,000 = \$15,000.00

Tree Planting and Establishment

Amigos de los Rios and volunteers install 200- #15 gal at vacant sites, and replace diseased trees

200 trees x 240.00 = \$48,000.00

New Tree Wells 500 tree well cuts @ 900.00 each

500 x 900 = \$45,000.00

Irrigation – 3 Year Tree planting sites by water truck or new irrigation

1 x 100,000.00 = \$100,000.00

Arborist Consulting Services to support Early Tree Planting and UFMP Project

1 x 5,000.00 = \$5,000.00

3 Year Care, including maintenance of trees toward establishment

1 x 109,000.00 = \$109,000.00

Supplies

\$12,000.00

Purchase Plan it – Geo Urban Forest Management Software, including 3 year subscription. training, software updates and add-ons

1 x 12,000.00 = \$1200.00

Purchase 10 heavy duty tablets, with back pack, soft circumference tape to index trees throughout Maywood to be used by trained staff

10 x 1,259 = \$12,590.00

Education and Outreach

10 events, including public education, UFMP, Early Tree Planting at \$2,000 per event

10 x 2,000 = \$20,000.00

Total Direct Cost = \$409,000.00

Sub-Total

Indirect cost (12%) 12% x 409,000 = 63,250.80

TOTAL PROJECT COST = \$458,080.00

Greenhouse Gas Reduction Fund - Urban and Community Forestry Program
Budget Proposal

GRANTEE NAME

		CAL FIRE Grant			
Budget Item	Description	Cost Basis	Share	Grantee Match	Total
A. Salaries and Wages			12,000.00		12,000.00
	Design & Approval of UFMP and Tree Planting Project Start-Up, and Coordination throughout Grant Term (3 Yrs)	200 hours x \$60/hour	12,000.00		1,200.00
					-
					-
B. Employee Benefits			3,000.00		3,000.00
	Design and Approval	20 hours x \$15/hour	3,000.00		3,000.00
					-
C. Contractual			362,000.00	-	362,000.00
	Perform Urban Tree Canopy Index - Quantitative and Qualitative analysis of Maywood's Urban Forest	1x\$4000	40,000.00		
	Design Pin-point Priority Locations for Tree Planting	1x\$15000	15,000.00		
	Tree Planting and Establishment - Amigos will installl 200 #15 gal trees, including stakes and ties	200x\$240	48,000.00		
	New Tree Wells - 500 tree well cuts	500x\$900	45,000.00		
	3 Year Irrigation - Tree Planting sites by water truck or new irrigation	1x\$100000	100,000.00		
	Arborsit Consulting Services to support Project	1x\$500	5,000.00		
	3 Year Care, including maintenance of trees toward establishment	1x\$109000	109,000.00		
					-
D. Travel			-	-	-
					-
					-
					-
E. Supplies			12,000.00	-	12,000.00
	Purchase PlanIT Geo - Geo Urban Forest Management Software, including 3 Year subscription , including training, software updates and add-ons	1x\$12000	12,000.00		12,000.00
					-
F. Equipment			-	-	-
					-
G. Outreach/Education			20,000.00		20,000.00
	10 events, including public education. EFMP. Early Tree Planting	10x\$2000	20,000.00		20,000.00
					-
H. Other			-	-	-
					-
					-
					-
TOTAL DIRECT COSTS			409,000.00	-	409,000.00
INDIRECT COSTS		12%	49,080.00		49,080.00
TOTAL PROJECT COSTS			458,080.00	-	458,080.00
LESS Program Income					
TOTAL GRANT PROPOSED COSTS			458,080.00	-	458,080.00
			100%	0%	100%

EXHIBIT C

TIMELINE

Month 1: The grant was awarded to the City of Maywood. The City of Maywood alongside Amigos de los Rios will begin to prepare and plan Early Tree Planting and the Urban Forestry Management Plan with the plan of action coordinated with its arborist and community partners.

Month 1-24: The City of Maywood and Amigos de Los Rios will begin its beginning stages of sustaining outreach and public education campaigns. The City and Amigos will initiate the Urban Forestry Management Plan, plan, organize, in a consensus process.

Month 2: The City will begin to purchase trees and order equipment, as well as begin the early stages of the Urban Forestry Management Plan process.

Month 4: First quarterly report sent to Cal Fire – Any additional reports will be made quarterly through the project period. This will be done during months 1-30.

Month 4-25: The beginning stages of 10 Community (Early Tree) Planting Events.

Months 8-30: City, alongside City staff, Amigos, and Arborists continue to conduct long-term tree maintenance.

Month 12-18: Prepare and draft the Urban Forestry Management Plan to incorporate all feedback and directions for draft preparations.

Month 24: Council adopts Urban Forestry Management Plan.

Post Month 30: Any final reporting and audits will be completed by City staff and will provide it to Cal Fire as needed.