

AGENDA
REGULAR CITY COUNCIL MEETING
WEINGART BALLROOM
5000 CLARK AVENUE
LAKEWOOD, CALIFORNIA

March 9, 2021, 7:30 p.m.

Pursuant to Governor Newsom's Executive Order No. N-29-20, members of the City Council of the City of Lakewood or staff may participate in this meeting via teleconference. While maintaining appropriate social distancing, members of the public may participate in person at 5000 Clark Avenue, Lakewood, California. Public comments and questions pertaining to any item on the agenda will be accepted via email at cityclerk@lakewoodcity.org up to 5:30 p.m. on the day of the meeting. We ask that you please indicate the specific item on which you wish to be heard or whether your comments will be under oral communications.

CALL TO ORDER

INVOCATION:

PLEDGE OF ALLEGIANCE:

ROLL CALL: Mayor Todd Rogers
Vice Mayor Jeff Wood
Council Member Steve Croft
Council Member Ariel Pe
Council Member Vicki Stuckey

ANNOUNCEMENTS AND PRESENTATIONS:

ROUTINE ITEMS:

All items listed within this section of the agenda are considered to be routine and will be enacted by one motion without separate discussion. Any Member of Council may request an item be removed for individual discussion or further explanation. All items removed shall be considered immediately following action on the remaining items.

RI-1 MEETING MINUTES - Staff recommends City Council approve Minutes of the Meetings held October 13, October 27, and November 10, 2020

RI-2 PERSONNEL TRANSACTIONS - Staff recommends City Council approve report of personnel transactions.

RI-3 REGISTERS OF DEMANDS - Staff recommends City Council approve registers of demands.

RI-4 CITY COUNCIL COMMITTEES' ACTIVITIES - Staff recommends City Council approve report of City Council Committees' activities.

RI-5 PROPOSITION A TRANSIT FUND EXCHANGE AND ASSIGNMENT AGREEMENT - Staff recommends City Council approve Proposition A Transit Fund Exchange and Assignment Agreement with City of West Hollywood and authorize City Manager and Director of Finance and Administrative Services to execute agreement.

City Council Agenda

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ROUTINE ITEMS: - Continued

RI-6 CALENDAR COMMEMORATIONS, RESOLUTION NO. 2021-5; A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKEWOOD DESIGNATING CERTAIN COMMEMORATIVE DATES - Staff recommends City Council adopt proposed resolution.

RI-7 REPLACEMENT OF ADVANCED SURVEILLANCE AND PROTECTION (ASAP) SYSTEM EQUIPMENT - Staff recommends City Council approve agreement with Convergent Technologies for the replacement of PTZ camera equipment and VMS system at a cost of \$52,688 and authorize the City Manager to sign the agreement as approved by the City Attorney.

REPORTS:

3.1 ILLEGAL FIREWORKS STREET BANNERS - Staff recommends City Council approve AAA Flag and Banner, Inc. for the manufacture of 287 illegal fireworks prevention street banners and authorize the City Manager to execute a contract with the company in an amount not to exceed \$18,000, which will cover the cost of the banners and their shipment, and appropriate said amount from the General Fund.

3.2 COMMENCEMENT OF VARIOUS MEASURE L-FUNDED CAPITAL IMPROVEMENT PROJECTS

- a. AUTHORIZE WORK BY POCOCK DESIGN SOLUTIONS INC. - HVAC SYSTEM REPLACEMENTS - Staff recommends City Council approve the amendment to the consulting agreement with Pocock Design Solutions for mechanical and plumbing engineering services for a one-year period ending June 30, 2021, in an amount not-to-exceed \$60,000, and authorize the Mayor and City Clerk to sign the amendment in a form as approved by the City Attorney; and authorize the "HVAC System Replacements – City Wide" per the Pocock Design Solutions proposal dated March 3, 2021, in an amount not-to-exceed \$39,300, and authorize the City Manager to sign the proposal.
- b. AUTHORIZE WORK BY FBA ENGINEERING – ELECTRICAL IMPROVEMENTS - Staff recommends City Council approve the amendment to the consulting agreement with FBA Engineering for electrical engineering services for FY 2020-2021 in an amount not-to-exceed \$100,000, and authorize the Mayor and City Clerk to sign the agreement in a form approved by the City Attorney; and authorize the "Electrical Improvements at Various Sites" per the FBA Engineering proposal dated March 3, 2021 in an amount not-to-exceed \$92,000, and authorize the City Manager to sign the proposal.
- c. AUTHORIZE WORK BY SCS ENGINEERS – NIXON YARD INVESTIGATION - Staff recommends City Council authorize the "Nixon Yard Investigation" per the SCS Engineers proposal dated February 25, 2021 in an amount not-to-exceed \$56,885, and authorize the City Manager to sign the proposal.
- d. AUTHORIZE WORK BY D7 CONSULTING INC. – ROOF REPLACEMENTS - Staff recommends City Council approve the amendment to the on-call consulting agreement with D7 Consulting Inc. for roof warranty and inspection services for a one-year period ending June 30, 2021, in an amount not-to-exceed \$250,000, and authorize the Mayor and City Clerk to sign the amendment in a form as approved by the City Attorney; and authorize the "Design, CA & Quality Assurance Proposal – Roof Replacements" per the D7 Consulting Inc. proposal dated March 3, 2021, in an amount not-to-exceed \$206,225 and authorize the City Manager to sign the proposal.

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AGENDA LAKEWOOD HOUSING SUCCESSOR AGENCY

1. REGISTER OF DEMANDS - Staff recommends Housing Successor Agency approve registers of demands.

ORAL COMMUNICATIONS:

ADJOURNMENT

In compliance with the Americans with Disabilities Act, if you are a qualified individual with a disability and need an accommodation to participate in the City Council meeting, please contact the City Clerk's Office, 5050 Clark Avenue, Lakewood, CA, at 562/866-9771, ext. 2200; or at cityclerk@lakewoodcity.org at least 48 hours in advance to ensure that reasonable arrangements can be made to provide accessibility to the meeting.

Agenda items are on file in the Office of the City Clerk, 5050 Clark Avenue, Lakewood, and are available for public review during regular business hours. Any supplemental material distributed after the posting of the agenda will be made available for public inspection during normal business hours in the City Clerk's Office. For your convenience, the agenda and the supporting documents are available in an alternate format by request and are also posted on the City's website at www.lakewoodcity.org

Routine Items

Routine Item 1 – City Council Minutes
will be available prior to the meeting.

D I V I D E R S H E E T

COUNCIL AGENDA

March 9, 2021

TO: The Honorable Mayor and City Council

SUBJECT: Report of Personnel Transactions

	<u>Name</u>	<u>Title</u>	<u>Schedule</u>	<u>Effective Date</u>
1. FULL-TIME EMPLOYEES				
A. Appointments	None			
B. Changes	None			
C. Separations	None			
2. PART-TIME EMPLOYEES				
A. Appointments	None			
B. Changes	Marlon Duenas	Community Services Officer II Community Services Officer IV	B to B	02/21/2021
C. Separations	Krystin Constantino	Community Services Leader III	B	01/11/2021
	Norma Pena	Community Services Officer I	B	02/26/2021


Thaddeus McCormack
City Manager

DIVIDER SHEET

**CITY OF LAKEWOOD
FUND SUMMARY 2/18/2021**

In accordance with section 2521 of the Lakewood Municipal Code there is presented herewith a summary of obligations to be paid by voucher 101090 through 101156. Each of the following demands has been audited by the Director of Administrative Services and approved by the City Manager.

1010	GENERAL FUND	1,589,574.56
1030	CDBG CURRENT YEAR	2,375.00
1050	COMMUNITY FACILITY	1,538.87
1336	STATE COPS GRANT	20,287.38
3001	CAPITAL IMPROV PROJECT FUND	35,396.89
3070	PROPOSITION "C"	294.54
5010	GRAPHICS AND COPY CENTER	1,017.22
5020	CENTRAL STORES	89.13
5030	FLEET MAINTENANCE	2,103.85
7500	WATER UTILITY FUND	152,496.50
8020	LOCAL REHAB LOAN	605.00
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		1,805,778.94

Council Approval

Date

City Manager

Attest

City Clerk

Director of Administrative Services

CITY OF LAKEWOOD SUMMARY CHECK REGISTER

CHECK #	CHECK DATE	VEND #	VENDOR NAME	GROSS	DISC.	CHECK AMOUNT
101090	02/18/2021	1700	ALLIED REFRIGERATION INC	100.86	0.00	100.86
101091	02/18/2021	4684	AMAZON.COM LLC	51.46	0.00	51.46
101092	02/18/2021	443	B&M LAWN AND GARDEN INC	37.22	0.00	37.22
101093	02/18/2021	59969	BAKERSFIELD WELL & PUMP CO	107,692.00	0.00	107,692.00
101094	02/18/2021	5158	BANNER BANK	5,350.00	0.00	5,350.00
101095	02/18/2021	1813	BIOMETRICS4ALL INC	2.25	0.00	2.25
101096	02/18/2021	46162	C S M F O	150.00	0.00	150.00
101097	02/18/2021	53835	C.P.R.S. DIST X	5.00	0.00	5.00
101098	02/18/2021	5382	CANNON CORPORATION	8,148.00	0.00	8,148.00
101099	02/18/2021	7500	CENTRAL BASIN MUNICIPAL WATER	1,755.00	0.00	1,755.00
101100	02/18/2021	45894	CINTAS CORPORATION	80.17	0.00	80.17
101101	02/18/2021	57070	CITY LIGHT & POWER LKWD INC	1,031.88	0.00	1,031.88
101102	02/18/2021	4654	BRAGG INVESTMENT COMPANY. INC.	216.45	0.00	216.45
101103	02/18/2021	66284	COCHICO. WILFRED Z	21.50	0.00	21.50
101104	02/18/2021	4948	COCHRAN. JACQUELINE	87.06	0.00	87.06
101105	02/18/2021	5200	DAHLIN GROUP. INC.	1,120.00	0.00	1,120.00
101106	02/18/2021	5229	DUNRITE PEST CONTROL INC.	260.00	0.00	260.00
101107	02/18/2021	66397	EAGLE GRAPHICS INC	169.01	0.00	169.01
101108	02/18/2021	3199	EDCO WASTE SERVICES LLC	442,837.33	0.00	442,837.33
101109	02/18/2021	4435	ELLIOTT AUTO SUPPLY COMPANY INC	126.58	0.00	126.58
101110	02/18/2021	3946	FERGUSON ENTERPRISES INC	27,500.00	0.00	27,500.00
101111	02/18/2021	5182	FRED ALLEN ENTERPRISES. INC.	865.63	0.00	865.63
101112	02/18/2021	65779	GOLDEN STATE WATER COMPANY	8,288.53	0.00	8,288.53
101113	02/18/2021	52540	GONSALVES JOE A & SON	4,526.00	0.00	4,526.00
101114	02/18/2021	5257	GRANITE TELECOMMUNICATIONS. LLC	85.08	0.00	85.08
101115	02/18/2021	35477	HARA M LAWNMOWER CENTER	57.43	0.00	57.43
101116	02/18/2021	42031	HOME DEPOT	867.88	0.00	867.88
101117	02/18/2021	65891	HUMAN SERVICES ASSOCIATION	750.00	0.00	750.00
101118	02/18/2021	36589	IMMEDIATE MEDICAL CARE	280.00	0.00	280.00
101119	02/18/2021	4622	JHM SUPPLY INC	1,842.63	0.00	1,842.63
101120	02/18/2021	64510	KRAUSE. DIANN	84.00	0.00	84.00
101121	02/18/2021	18300	LAKEWOOD CHAMBER OF COMMERCE	1,833.33	0.00	1,833.33
101122	02/18/2021	53311	LAKEWOOD MEALS ON WHEELS	875.00	0.00	875.00
101123	02/18/2021	53849	LAKEWOOD ROTARY CLUB	100.00	0.00	100.00
101124	02/18/2021	18400	LAKEWOOD. CITY WATER DEPT	2,698.98	0.00	2,698.98
101125	02/18/2021	4783	LANDCARE HOLDINGS INC	7,807.92	0.00	7,807.92
101126	02/18/2021	3564	LONG BEACH. CITY OF	771.39	0.00	771.39
101127	02/18/2021	21600	LOS ANGELES CO SHERIFFS DEPT	1,008,747.49	0.00	1,008,747.49
101128	02/18/2021	5201	NACHREINER. MATTHEW JASON	1,400.00	0.00	1,400.00
101129	02/18/2021	4443	O'REILLY AUTOMOTIVE STORES INC	489.69	0.00	489.69
101130	02/18/2021	47554	OFFICE DEPOT BUSINESS SVCS	16.43	0.00	16.43
101131	02/18/2021	65659	PHASE II SYSTEMS INC	2,876.75	0.00	2,876.75
101132	02/18/2021	50512	PATHWAYS VOLUNTEER HOSPICE	750.00	0.00	750.00
101133	02/18/2021	47285	ROTARY CORP	234.73	0.00	234.73

CITY OF LAKEWOOD

SUMMARY CHECK REGISTER

CHECK #	CHECK DATE	VEND #	VENDOR NAME	GROSS	DISC.	CHECK AMOUNT
101134	02/18/2021	65297	S.T.E.A.M.	20,128.46	0.00	20,128.46
101135	02/18/2021	51723	SCMAF OFFICE	120.00	0.00	120.00
101136	02/18/2021	5230	SITEONE LANDSCAPE SUPPLY. LLC	5,303.96	0.00	5,303.96
101137	02/18/2021	52279	SMART & FINAL INC	87.02	0.00	87.02
101138	02/18/2021	26900	SO CALIF SECURITY CENTERS INC	108.39	0.00	108.39
101139	02/18/2021	5348	SONG. JAY	69,032.79	0.00	69,032.79
101140	02/18/2021	45895	SOUTHEAST WATER COALITION	3,000.00	0.00	3,000.00
101141	02/18/2021	29400	SOUTHERN CALIFORNIA EDISON CO	716.31	0.00	716.31
101142	02/18/2021	29500	SOUTHERN CALIFORNIA GAS CO	13,706.42	0.00	13,706.42
101143	02/18/2021	57989	U S BANK	97.93	0.00	97.93
101144	02/18/2021	5284	UNIFIRST CORPORATION	47.22	0.00	47.22
101145	02/18/2021	5155	WATER SYSTEM SERVICES LLC	175.00	0.00	175.00
101146	02/18/2021	3943	WATERLINE TECHNOLOGIES INC	743.20	0.00	743.20
101147	02/18/2021	62628	WELLS C. PIPELINE MATERIALS	982.33	0.00	982.33
101148	02/18/2021	40925	WEST COAST ARBORISTS INC	14,757.40	0.00	14,757.40
101149	02/18/2021	37745	WESTERN EXTERMINATOR CO	375.00	0.00	375.00
101150	02/18/2021	35146	WILLDAN ASSOCIATES	30,046.89	0.00	30,046.89
101151	02/18/2021	4837	XEROX CORPORATION	1,017.22	0.00	1,017.22
101152	02/18/2021	3699	LUCKY CLEANERS	20.18	0.00	20.18
101153	02/18/2021	3699	PATRIOT PAVING	831.15	0.00	831.15
101154	02/18/2021	3699	ROBERSON. APRIL	605.00	0.00	605.00
101155	02/18/2021	3699	SAUERS LOPEZ CONSTRUCTION INC	853.53	0.00	853.53
101156	02/18/2021	3699	STRAUGHN. JOSEFINA	32.88	0.00	32.88
Totals:				<u>1,805,778.94</u>	<u>0.00</u>	<u>1,805,778.94</u>

**CITY OF LAKEWOOD
FUND SUMMARY 2/25/2021**

In accordance with section 2521 of the Lakewood Municipal Code there is presented herewith a summary of obligations to be paid by voucher 101157 through 101213. Each of the following demands has been audited by the Director of Administrative Services and approved by the City Manager.

1010	GENERAL FUND	75,925.45
1020	CABLE TV	332.30
1030	CDBG CURRENT YEAR	16,272.95
1050	COMMUNITY FACILITY	451.74
1622	LA CNTY MEASURE M	2,067.79
3001	CAPITAL IMPROV PROJECT FUND	600.19
5010	GRAPHICS AND COPY CENTER	329.87
5020	CENTRAL STORES	1,541.36
5030	FLEET MAINTENANCE	4,312.41
7500	WATER UTILITY FUND	89,137.65
8020	LOCAL REHAB LOAN	9,497.00
8030	TRUST DEPOSIT	2,325.31
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		202,794.02

Council Approval

Date

City Manager

Attest

City Clerk

Director of Administrative Services

CITY OF LAKEWOOD

SUMMARY CHECK REGISTER

CHECK #	CHECK DATE	VEND #	VENDOR NAME	GROSS	DISC.	CHECK AMOUNT
101157	02/25/2021	4113	SHAKER NERMINE	1,925.00	0.00	1,925.00
101158	02/25/2021	61142	ADAMS-HILLERY SHARRON	2,399.68	0.00	2,399.68
101159	02/25/2021	4684	AMAZON.COM LLC	197.25	0.00	197.25
101160	02/25/2021	4126	AUTOZONE PARTS INC	4.69	0.00	4.69
101161	02/25/2021	443	B&M LAWN AND GARDEN INC	1,003.11	0.00	1,003.11
101162	02/25/2021	4278	BEAR COMMUNICATIONS INC	776.79	0.00	776.79
101163	02/25/2021	307	CALIF. STATE DISBURSEMENT UNIT	405.80	0.00	405.80
101164	02/25/2021	53983	CALIF STATE FRANCHISE TAX BOARD	799.90	0.00	799.90
101165	02/25/2021	6600	CALIFORNIA STATE DEPT OF JUSTICE	832.00	0.00	832.00
101166	02/25/2021	1709	CAPPO	130.00	0.00	130.00
101167	02/25/2021	43135	CERRITOS. CITY OF	17,311.80	0.00	17,311.80
101168	02/25/2021	45894	CINTAS CORPORATION	60.51	0.00	60.51
101169	02/25/2021	5008	COLOR CARD ADMINISTRATOR CORP.	37.54	0.00	37.54
101170	02/25/2021	53451	COMMUNITY FAMILY GUIDANCE CTR	750.00	0.00	750.00
101171	02/25/2021	3213	DIRECTV INC	35.00	0.00	35.00
101172	02/25/2021	4660	ZW USA INC.	469.48	0.00	469.48
101173	02/25/2021	5343	GALLS PARENT HOLDINGS. LLC	37.50	0.00	37.50
101174	02/25/2021	35477	HARA M LAWNMOWER CENTER	29.51	0.00	29.51
101175	02/25/2021	42031	HOME DEPOT	856.31	0.00	856.31
101176	02/25/2021	4622	JHM SUPPLY INC	147.34	0.00	147.34
101177	02/25/2021	4180	JONES RICHARD D. A PROF LAW CORP	16,750.00	0.00	16,750.00
101178	02/25/2021	55469	LAKEWOOD CITY EMPLOYEE ASSOCIATION	2,020.00	0.00	2,020.00
101179	02/25/2021	36844	LA COUNTY DEPT OF PUBLIC WORKS	27,232.32	0.00	27,232.32
101180	02/25/2021	4443	O'REILLY AUTOMOTIVE STORES INC	189.15	0.00	189.15
101181	02/25/2021	5203	OC VACUUM INC.	15,433.25	0.00	15,433.25
101182	02/25/2021	47554	OFFICE DEPOT BUSINESS SVCS	528.32	0.00	528.32
101183	02/25/2021	63708	DY-JO CORPORATION	371.00	0.00	371.00
101184	02/25/2021	5360	PAYMENTUS CORPORATION	8,839.00	0.00	8,839.00
101185	02/25/2021	5532	CHEN. PATRICIA P.C.	75.00	0.00	75.00
101186	02/25/2021	3888	UAG CERRITOS I. LLC	48.14	0.00	48.14
101187	02/25/2021	1615	PFM ASSET MANAGEMENT LLC	3,242.47	0.00	3,242.47
101188	02/25/2021	3931	PROVIDENCE MEDICAL INSTITUE	252.00	0.00	252.00
101189	02/25/2021	4956	ROSS AVIATION INVESTMENT. LLC	3,793.31	0.00	3,793.31
101190	02/25/2021	3153	SECTRAN SECURITY INC	155.46	0.00	155.46
101191	02/25/2021	5230	SITEONE LANDSCAPE SUPPLY. LLC	3,849.78	0.00	3,849.78
101192	02/25/2021	52279	SMART & FINAL INC	217.79	0.00	217.79
101193	02/25/2021	26900	SO CALIF SECURITY CENTERS INC	49.28	0.00	49.28
101194	02/25/2021	29400	SOUTHERN CALIFORNIA EDISON CO	40,831.16	0.00	40,831.16
101195	02/25/2021	49529	SPICERS PAPER INC	329.87	0.00	329.87
101196	02/25/2021	1437	U S BANK NATIONAL ASSOCIATION	13,550.21	0.00	13,550.21
101197	02/25/2021	31800	U S POSTMASTER	2,000.00	0.00	2,000.00
101198	02/25/2021	35089	UNDERGROUND SERVICE ALERT	738.28	0.00	738.28
101199	02/25/2021	49848	USA BLUE BOOK A DIVISION OF	461.27	0.00	461.27
101200	02/25/2021	1998	VARIABLE SPEED SOLUTIONS	900.00	0.00	900.00

CITY OF LAKEWOOD

SUMMARY CHECK REGISTER

CHECK #	CHECK DATE	VEND #	VENDOR NAME	GROSS	DISC.	CHECK AMOUNT
101201	02/25/2021	3943	WATERLINE TECHNOLOGIES INC	2,169.59	0.00	2,169.59
101202	02/25/2021	17640	WAXIE ENTERPRISES INC	309.93	0.00	309.93
101203	02/25/2021	4501	WEST COAST SAND AND GRAVEL. INC.	756.17	0.00	756.17
101204	02/25/2021	5320	WILLIAMS. MICHELLE	155.00	0.00	155.00
101205	02/25/2021	3699	DUBOIS. M DIANE	24.64	0.00	24.64
101206	02/25/2021	3699	HARDY WINDOW COMPANY. INC	9,497.00	0.00	9,497.00
101207	02/25/2021	3699	JOHNSON. BRADLEY	21.27	0.00	21.27
101208	02/25/2021	3699	RAMOS. ADORA & BERNARD	671.63	0.00	671.63
101209	02/25/2021	3699	SIMAS. MANUEL & MARIA	4,449.20	0.00	4,449.20
101210	02/25/2021	3699	ST. JUDE CHILDREN'S RESEARCH HOSPITAL	2,325.31	0.00	2,325.31
101211	02/25/2021	3699	SYKES. ROBERT	24.64	0.00	24.64
101212	02/25/2021	5522	M.A.W. INC	7,323.37	0.00	7,323.37
101213	02/25/2021	37365	SU CASA ENDING DOMESTIC VIOLENCE	5,000.00	0.00	5,000.00
Totals:				<u>202,794.02</u>	<u>0.00</u>	<u>202,794.02</u>

**CITY OF LAKEWOOD
SUMMARY ACH/WIRE REGISTER FEB 2021**

ACH date	Amount	Recipient	Purpose	Period
2/5/21	\$101,904.94	CalPERS	PERS Health	Feb 2021
2/5/21	\$99,050.99	CalPERS	PERS contributon	Jan 10-23, 2021
2/10/21	\$95,241.43	IRS via F&M	Fed taxes	Jan 24-Feb 6, '21
2/11/21	\$3,530.00	F&A Fed C/U	employee savings account	Jan 24-Feb 6, '21
2/11/21	\$6,422.00	Southland C/U	employee savings account	Jan 24-Feb 6, '21
2/11/21	\$26,727.46	EDD	State taxes	Jan 24-Feb 6, '21
2/11/21	\$1,189.42	MidAmerica	ARS aka APPLE	Jan 24-Feb 6, '21
2/11/21	\$16,675.67	VOYA	VOYA 401(a)	Jan 24-Feb 6, '21
2/11/21	\$5,133.46	PARS via U.S. Bank	stackable plan	Jan 24-Feb 6, '21
2/11/21	\$3,425.00	PARS via U.S. Bank	excess stackable plan	Jan 24-Feb 6, '21
2/11/21	\$28,180.70	VOYA	VOYA 457 & ROTH	Jan 24-Feb 6, '21
2/12/21	\$25,366.38	MidAmerica	HRA aka CEMRB	Feb 2021
2/17/21	\$100,876.98	CalPERS	PERS contribution	Jan 24-Feb 6, '21
2/18/21	\$1,200,000.00	LAIF	investment	Feb-21
2/23/21	\$59,984.26	City Light & Power	monthly maint fee	Feb 2021
2/24/21	\$97,423.86	IRS via F&M	Fed taxes	Feb 7-20, 2021
2/25/21	\$3,530.00	F&A Fed C/U	employee savings account	Feb 7-20, 2021
2/25/21	\$6,422.00	Southland C/U	employee savings account	Feb 7-20, 2021
2/25/21	\$27,203.83	EDD	State taxes	Feb 7-20, 2021

Council Approval

Date

City Manager

Attest:

City Clerk

Director of Finance & Administrative Services

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COUNCIL AGENDA

March 9, 2021

TO: The Honorable Mayor and City Council

SUBJECT: Report of City Council Committees' Activities

INTRODUCTION

A brief update is provided for City Council review on the activities of the following standing committees: Capital Improvement Projects, Public Safety, and Environmental Management Committees.

STATEMENT OF FACT

On January 27, 2021, the Community Promotions Committee met and discussed:

A report was presented by staff regarding community events calendared through the conclusion of the 2021 fiscal year and the Committee provided staff direction with regard to continuation, cancellation or postponement of events in light of current COVID-19 pandemic protocols.

The committee was presented with five options to direct staff with regard to plans for each event:

- Cancel – Outright cancellation for the 2021 version of the noted event
- Postpone – Maintain preparation for the noted event at a later time in 2021
- Offer Virtually – Present a version of the noted event online for residents
- Reimagine – Provide a version of the noted event in a COVID-safe manner
- Too Soon to Call – Delay a final decision and reconvene the Community Promotions Committee at a date to be determined in March and provide direction to staff at that time

The following table of events was presented for the committee's consideration with the direction provided to staff for each event.

Cancel	Postpone	Offer Virtually	Reimagine	Too Soon to Call
Lakewood Celebrates (March and May)	Volunteer Day	Earth Walk	Movie Night Under the Stars	Memorial Day Ceremony
Lakewood Little League Opening Day		Fun-Tastic Family Nights	Summer Concerts in the Park	Family Reading Festival at the Nye Library
Mother-son and Daddy-Daughter Date Nights		El Comienzo Luncheon		LYS Opening Day

Cancel	Postpone	Offer Virtually	Reimagine	Too Soon to Call
Play @ Palms		Pan Am Fiesta		Lakewood Youth Hall of Fame
LYS Coaches Dinner and Ball Game				Civic Center Block Party
Special Olympics Summer Games				Community Gardens Harvest Festival

The events noted as “too soon to call” will be revisited by the committee at a date to be determined in March. At the March meeting, with additional information gained with regard to COVID-19 and vaccinations, more informed direction can be provided to staff.

On February 8, 2021, the Water Resources Committee met and discussed:

- Utility Billing Staffing Recommendation and Transition Update:
 - Back office operations and the need for a utility billing supervisory position to alleviate the strain on other department positions, though not dedicated to utility billing, that have been assisting in its workflow.
 - An updated billing and customer service summary with statistics of the back office operations and newly added call center disposition was provided.
 - The Committee motioned and approved to recommend to the City Council the creation of one full-time Utility Billing Supervisor, and received and filed the report.
- Capital Improvement Project Update:
 - Contractors will be onsite in March for the Well 28 Equipping Project. Completion is anticipated by mid-July.
 - Well 13A treatment plant design is 90% complete. Staff should receive designs in about a week for review.
 - The treatment system equipment is currently under production and an RFP for construction and installation of the treatment plant is expected to be issued by the end of February. An award of contract is slated for March 23.
 - Two new Variable Frequency Drives (VFD's) were installed for booster pumps 4 and 5. The VFDs help in regulating pressure spikes during high and low water demands and in turn reduce breaks in the system.
 - A ladder was installed on each of the two above ground tanks located at the Water Yard, enabling staff to easily and safely access the top and interior of the tanks for inspection.

On February 16, 2021, the Public Safety Committee met and discussed:

Neighborhood Traffic Safety Study and other traffic related items

Public Works Department staff provided a summary the Neighborhood Traffic Safety Study that was conducted earlier last year. Staff gave an update on actions that were taken as a result of the study as well as a report on current and future projects/actions. Such actions included refreshing

Council Committees' Activities

March 9, 2021

Page 3

of speed limit markings and crosswalks. A final report on the traffic signal study that was commissioned at the same time as the Neighborhood Traffic Safety Study commenced is forthcoming and the results will be shared with the Committee when completed. The findings will not only identify signal timing issues but also determine recommendations for intersection enhancements. The Committee asked staff to implement visible enforcement at hot spots within the city, as well as assess (from a multidisciplinary perspective) ingress and egress issues from the median on Woodruff near Carson into and out of the commercial/retail developments on the east and west sides of the street. Lastly, it was reported that the construction work at Del Amo Blvd. and Lakewood Blvd. is nearly complete.

Crime Trends and Statistics

Overall, Part 1 crimes throughout the city in January 2021 increased slightly compared to January 2020, primarily driven by the continued trend of increasing grand theft autos (GTAs), which seems to be a regional trend. It was also reported that suspects are not being detained in jail long, due to new prosecutorial policies and zero bail programs. These factors may be resulting in recently arrested individuals repeating crimes shortly after being released. On a positive note, LASD personnel recently observed a dramatic drop in vehicle and larceny thefts due to deployment of a suppression vehicle during night hours. Overall, Lakewood Center Mall crimes were down compared to last year likely due to the pandemic related restrictions on business operations. Sgt. O'Donoghue received many thanks for his time and well wishes on his upcoming retirement from staff and the committee.

Abatement Deputy Update

Deputy Nowotny gave a verbal report on areas within the city where larger groups of people experiencing homelessness are inhabiting, and provided updates on continued outreach and clean-up efforts. An upcoming Inside Scoop video segment will include Deputy Nowotny's efforts and highlight success stories regarding providing assistance to homeless individuals.

Public Outreach

Staff provided an update on current projects and programs. Crime prevention tips and LASD complaint processes will be shared with the public.

Public Safety Department Update

Staff reported that vehicles are expected to be completed for debut at the end of February. Details for upcoming programs and events were discussed where marketing will be increased on social media in hopes of improving community participation. New LASD Deputies will be introduced to the public as well.

2021 Fireworks Plan

Staff provided a report with a monthly timeline of preparation, public education and illegal firework abatement efforts for the upcoming Fourth of July holiday. Community Safety Officers along with LASD staff will actively patrol areas and issue citations, if needed. The Finance and Administrative Services Department will implement new strict guidelines for payment of fines. An informational report will be given during a council meeting in June.

Follow-up Items

Illegal dumping in alleyways continues to rise. City staff will look into emerging technology that can be used to assist in issuing citations.

Miscellaneous

Sgt. Pacheco will assume responsibilities of Sgt. O'Donoghue upon his exit in late February. Updates regarding complaint resolution and significant crime activity will be provided to the committee.

On February 24, 2021, the Race, Equity, Diversity and Inclusion (REDI) Committee met and discussed:

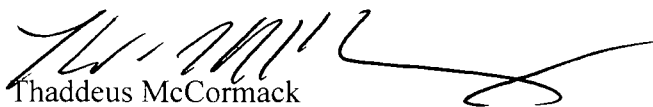
A proposed Mission Statement and the Community Dialogue Action Plan was presented. The Mission Statement includes: reviewing existing and considering new city events, services and practices to identify opportunities for further diversity and inclusion. Committee members will also serve as ambassadors to educate the community about opportunities related to diversity and inclusion; and evaluate policies brought to the Committee for consideration with an equity lens. Each component of the Community Dialogue Action Plan was discussed, including:

- The timing of the first REDI Public Quarterly Roundtable.
 - City Manager Thaddeus McCormack recommended that the moderator be a staff member so the two council attendees can be in a listening mode, with which the committee concurred.
 - Tentative dates for a Zoom Roundtable of either Saturday, April 17 or 24 were discussed.
 - The first Roundtable may focus on the Action Plan, but with an opportunity for the public to raise other related questions.
- Creating a Lakewood Multicultural Festival/International Food Festival.
 - Staff is researching creative examples of food, entertainment, music, education, performances, and the lessons learned from such festivals with the League of California Cities, Government Alliance on Race and Equity, California Parks and Recreation Society, and California Association of Public Information Officers.
- Providing training on racial sensitivity and inclusion to city officials and staff and enhancing the city's work with teens on racial equity.
 - Mr. McCormack suggested waiting until staff can safely gather in person to conduct this training, and would like to include council in the training. It was discussed and decided that, given the timing of the roll out of the vaccine, holding the training during the summer is the safe way to do it, and that councilmembers would be included in the training.
 - Staff described the Lakewood Teen Action Committee and proposals for racial equity discussions being incorporated into their programs.
 - Chairman Pe recommended connecting teens with community service opportunities and organizations offering scholarships.
- Organizing more community talks with the Sheriff's Department and publicizing the public complaint process for the Sheriff's Department and discrimination process of the state and federal governments.

- Staff shared that the city's Public Safety Department is organizing seven "Coffee with a Deputy" events for 2021 along with other "Connect with Public Safety" events. The first Coffee with a Deputy will be a virtual one on March 13.
- The Committee was reminded that publicity for these events will be greatly enhanced this year and done across multiple outreach channels.
- Staff also discussed methods and timing for publicizing the complaint processes discussed above. The Committee discussed the very busy public meeting and related-publicity calendar for the April timeframe in 2021, with the recommendation that staff carefully time the publicity for the discrimination complaint items and all REDI-related publicity so that it is not lost amidst the other publicity.
- Creating neighborhood-level or park-level events for residents to meet their neighbors and uniting members of different community groups in volunteer service projects.
 - Staff explained that outreach to volunteer groups could include this option and that Volunteer Day may be held in September or November if it is safe to do so.
 - Staff explained that neighborhood-level events sounded like a great idea, and will be considered in greater depth as public health orders allow in coming months.
- Educating residents on the city motto and promoting actions already taken by the city that will continue.
 - The Committee discussed the longstanding Lakewood values that city leaders had in mind when the motto was adopted in 2004, such as accessible parks, safe neighborhoods, community cohesion, diversity, volunteerism, and patriotism. The Committee discussed the timing for publicizing the history of the motto in the coming months.
 - Staff offered discussion on adding future public education and initiatives on commemorative days recognized by the U.S. government including and beginning with Black History Month, which was noted on the City's website at the beginning of February.
 - The Committee agreed on making a recommendation to the City Council for March 9 for approve of a list of annual commemorations that would reflect the Mission Statement of the Committee.

RECOMMENDATION

It is recommended that the City Council receive and file this report.



Thaddeus McCormack
City Manager

D I V I D E R S H E E T

COUNCIL AGENDA

March 9, 2021

TO: The Honorable Mayor and City Council

SUBJECT: Proposition A Transit Fund Exchange and Assignment Agreement

INTRODUCTION

As in past years, the City of Lakewood has surplus Proposition A (Prop A) Transit Funds that exceed current operational needs and may be exchanged for General Fund monies. Conversely, the City of West Hollywood has transit-related needs beyond its available fund allocation and has expressed interest in acquiring Prop A funds from the City of Lakewood.

STATEMENT OF FACTS

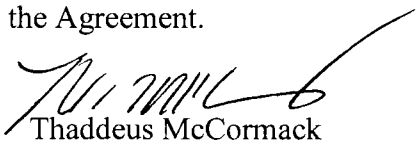
Since 2010, the City has exchanged surplus Prop A funds annually with various cities in the region. In the past nine years, the exchange has been with the City of West Hollywood.

The City of Lakewood receives approximately \$1.5 million annually in Prop A funds. The City of West Hollywood is requesting an exchange of \$1 million in accumulated Prop A funds for \$700,000 of their General Fund monies. Therefore, the exchange would be at \$.70 of General Fund monies for every one dollar in Prop A funds. This rate is consistent with that of other exchanges in the county.

STAFF RECOMMENDATION

It is recommended that the City Council approve the Proposition A Transit Fund Exchange and Assignment Agreement with the City of West Hollywood, and authorize the City Manager and Director of Finance & Administrative Services to execute the Agreement.


Jose Gomez
Director of Finance & Administrative Services


Thaddeus McCormack
City Manager

ASSIGNMENT AGREEMENT
PROP A LOCAL RETURN FUND EXCHANGE

This Assignment Agreement is made and entered into this 15th day of March, 2021, by the City of West Hollywood, California and the 9th day of March, 2021 by the City of Lakewood, California with respect to the following facts:

A. The City of West Hollywood provides two community shuttles, demand-response services as well as bus pass and taxi subsidies to serve people with disabilities and the general public. Given the grave traffic congestion and parking problems of the City, West Hollywood is committed to reducing auto dependency by providing alternative modes of transportation. Adequate Proposition A Local Return funding for transit services is not available given the limited amount of West Hollywood's Local Return allocation and the needs of other priority transit projects in the City.

B. The City of Lakewood has uncommitted Proposition A Local Return funds which could be made available to West Hollywood to assist in providing the services discussed in Paragraph A of this Agreement. In exchange for the assignment by West Hollywood of the amount of its general funds indicated in Section 1 below, the City of Lakewood is willing to assign uncommitted Proposition A Local Return funds to West Hollywood for the purpose identified in Paragraph A.

Now, therefore, in consideration of the mutual benefits to be derived by the parties and of the premises herein contained, it is mutually agreed as follows:

1. Exchange. The City of Lakewood agrees to assign a total of \$1,000,000 of its Proposition A Local Return funds to West Hollywood. The full amount \$1,000,000 are funds allocated from the 2019-2020 Fiscal Year. In return, West Hollywood agrees to assign \$700,000 of its general funds to the City of Lakewood. The exchange rate is \$.70/\$1.00.

2. Consideration. The City of Lakewood shall assign the agreed upon Proposition A Local Return funds to West Hollywood in one lump-sum payment. West Hollywood shall assign the agreed upon general funds to the City of Lakewood in one lump-sum payment. The payments shall be due and payable upon execution of this Agreement, and upon approval by Los Angeles County Metropolitan Transportation Authority (LACMTA) of the City of West Hollywood's project description. Each payment shall be based on the exchange rate in accordance with the exchange rate described in Paragraph 1 (above).

3. Term. This Agreement is effective on the date above written and for such time as is necessary for both parties to complete their mutual obligations under this Agreement.

Assignment Agreement

City of West Hollywood Approval: March 15, 2021

City of Lakewood Approval: March 9, 2021

4. Termination. Termination of this Agreement may be made by either party so long as written notice of intent to terminate is given to the other party at least five (5) days prior to the termination.

5. Notice. Notices shall be given pursuant to this Agreement by personal service on the party to be notified, or by written notice upon such party deposited in the custody of the United States Postal Service addressed as follows:

A. Thaddeus McCormack
City Manager
City of Lakewood
5050 Clark Ave.
Lakewood, CA 90712

B. Paul Arevalo
City Manager
City of West Hollywood
8300 Santa Monica Blvd.
West Hollywood, CA 90069

6. Assurances

A. West Hollywood shall use the assigned Proposition A Local Return funds only for the purpose of providing the services discussed in Paragraph A of this Agreement and within the time limits specified in LAC Metro's Proposition A Local Return Program Guidelines.

B. Concurrently with the execution of this Agreement, West Hollywood shall provide LAC Metro with the Standard Assurances and Understandings Regarding Receipt and Use of Proposition A funds specified in the Guidelines regarding the use of the assigned Proposition A Local Return funds.

Assignment Agreement
City of West Hollywood Approval: March 15, 2021
City of Lakewood Approval: March 9, 2021

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers, duly authorized, by the City of West Hollywood on March 15, 2021 and by the CITY OF Lakewood on March 9, 2021.

CITY OF LAKEWOOD

CITY OF WEST HOLLYWOOD

BY

Jose Gomez, Director of Finance &
Administrative Services

BY:

Lorena Quijano, Director of Finance
and Technology Services

BY:

Thaddeus McCormack, City Manager

BY:

Paul Arevalo, City Manager

ATTEST:

Jo Mayberry, City Clerk

BY:

Melissa Crowder, Acting City Clerk

D I V I D E R S H E E T

COUNCIL AGENDA

March 9, 2021

TO: The Honorable Mayor and City Council

SUBJECT: Calendar Commemorations

INTRODUCTION

The City of Lakewood, either through action of the Mayor or City Council, frequently commemorates days, weeks and months of the calendar to symbolize the City's support or recognition of issues, causes, people, organizations and communities, and to carry out public education related to the same.

One of elements of the Community Dialogue Action Plan, adopted by the City Council on January 26, 2021, was the review by the newly-formed Council Committee on Race, Equity, Diversity and Inclusion of potential future calendar commemorations related to the overall goal of the Community Dialogue, which is to make Lakewood the safest and most welcoming city it can be for everyone in the community.

STATEMENT OF FACT

The Council Committee on Race, Equity, Diversity and Inclusion (REDI Committee) met for the first time on February 24, 2021 and discussed the idea of calendar commemorations that would recognize and celebrate the diversity of residents who live in Lakewood and would advance the above-mentioned goal of the Community Dialogue.

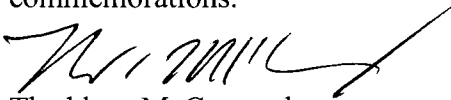
The Committee reviewed the list of related calendar commemorations recognized by the United States federal government as well as those recently recognized by the City of Lakewood, including Juneteenth Day and the Rev. Martin Luther King, Jr. holiday.

The Committee made a determination to recommend that the City Council adopt a resolution committing the City of Lakewood to henceforth annually recognize the following commemorations: the Rev. Martin Luther King, Jr. holiday; Black History Month; Women's History Month; Asian American and Pacific Islander Heritage Month; Lesbian, Gay, Bisexual, Transgender and Queer Pride Month; Juneteenth Day; National Hispanic Heritage Month; National Disability Awareness Month; and American Indian Heritage Month.

While many calendar commemorations are made each year by the Mayor alone, some are made by action of the entire Council. In this case, the Committee felt that the subject matter was of such importance and so directly related to a recent Council action on the Community Dialogue that the Committee wanted the full Council to have the opportunity to review and approve the list of calendar commemorations and make said list a permanent part of the City's annual commemorations.

STAFF RECOMMENDATION

It is recommended that the City Council approve the proposed resolution on calendar commemorations for this and future years, and that the City Council direct the City Manager to annually oversee public recognition and public education related to each of these commemorations.

A handwritten signature in black ink, appearing to read 'Thaddeus McCormack', with a long horizontal stroke extending to the right.

Thaddeus McCormack
City Manager

RESOLUTION NO. 2021-5

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKEWOOD DESIGNATING CERTAIN COMMEMORATIVE DATES

WHEREAS, the City of Lakewood, either through action of the Mayor or City Council, frequently commemorates days, weeks and months of the calendar to symbolize the City's support or recognition of issues, causes, people, organizations and communities, and to carry out public education related to the same; and

WHEREAS, one of the elements of the City's Community Dialogue Action Plan, adopted by the City Council on January 26, 2021, was the review of potential future calendar commemorations related to the overall goal of the Community Dialogue, which is to make Lakewood the safest and most welcoming city it can be for everyone in the community; and

WHEREAS, the Council's newly-formed Committee on Race, Equity, Diversity and Inclusion (REDI Committee) met for the first time on February 24, 2021 and reviewed the issue of future calendar commemorations; and

WHEREAS, the REDI Committee discussed the idea of calendar commemorations that would recognize and celebrate the diversity of residents who live in Lakewood and that would advance the above-mentioned goal of the Community Dialogue; and

WHEREAS, the REDI Committee reviewed the list of related calendar commemorations recognized by the United States federal government as well as those recently recognized by the City of Lakewood, including Juneteenth Day and the Rev. Martin Luther King, Jr. holiday, and the REDI Committee made a determination to recommend that the City Council adopt a resolution herewith committing the City of Lakewood to recognize the calendar commemorations listed below each year;

NOW, THEREFORE, BE IT RESOLVED as follows:

1. That the City of Lakewood will commemorate the following days and months of the calendar listed in paragraph 2 below this year and in future years, and the City Manager will oversee public recognition and public education related to each of these commemorations.
2. Rev. Martin Luther King, Jr. holiday; Black History Month; Women's History Month; Asian American and Pacific Islander Heritage Month; Lesbian, Gay, Bisexual, Transgender and Queer Pride Month; Juneteenth Day; National Hispanic Heritage Month; National Disability Awareness Month; American Indian Heritage Month.

ADOPTED AND APPROVED this 9th day of March, 2021.

Mayor

ATTEST:

City Clerk

D I V I D E R S H E E T

COUNCIL AGENDA

March 9, 2021

TO: The Honorable Mayor and City Council

SUBJECT: Replacement of Advanced Surveillance and Protection (ASAP) System Equipment

INTRODUCTION

The Advanced Surveillance and Protection (ASAP) system has been in operation since December 2012. The system consists of 20 Automatic License Plate Recognition (ALPR) cameras and four Pan, Tilt, Zoom (PTZ) cameras placed at intersections around the Lakewood Center mall. The ALPR cameras read license plates and PTZ cameras provide Lakewood Station personnel real time view of intersections.

STATEMENT OF FACTS

The ASAP system has been a critical crime-fighting tool, identifying and alerting Lakewood Station personnel of stolen and wanted vehicles and became fully functional on December 5, 2012. The 20 ALPR cameras cover multiple lanes on Lakewood Boulevard, Clark Avenue, Del Amo Boulevard and Candlewood Street. These cameras read the license plates of every passing vehicle to identify stolen vehicles, as well as vehicles reported from other serious or critical crime. The four PTZ cameras are used by Lakewood Station personnel to monitor activity from their dispatch consoles to identify suspect vehicles and their direction of travel to aid field personnel in apprehending suspects.

Several of the original PTZ cameras have failed or are not fully functional. The video management software (VMS) platform that receives and processes PTZ video imagery is outdated and no longer performs to the level required. The equipment cannot be repaired due to its age and is beyond useful life.

Convergent Technologies is our current maintenance vendor and authorized to resell/service our current equipment and they are in good standing with all manufacturers. They work closely with the Sheriff's Department Technology and Support Division, which is essential to the daily functions of the equipment. Convergent completed similar upgrade projects in 2017 and 2020, replacing several wireless network radio links of the ASAP system. They have provided us a quote to replace the failed PTZ cameras with a new VMS system for a total amount of \$52,688. The funds are included in the FY 2021 budget.

STAFF RECOMMENDATION

That the City Council approve:

1. Agreement with Convergent Technologies for the replacement of PTZ camera equipment and VMS system at a cost of \$52,688;
2. Authorize the City Manager to sign the agreement as approved by the city attorney

Joshua Yordt
Director of Public Safety


Thaddeus McCormack
City Manager



1667 N. Batavia, Orange, California 92677
Phone Mobile (949) 940-6428
Fabian.Escalante@convergent.com

February 17, 2021

City of Lakewood
5050 Clark Ave
Lakewood, California 90712
Attention: Josh Yordt

Quotation: FE00330691P
License: C10 #986407

Reference: Replace and Upgrade CCTV Server-v3

On behalf of our thousands of global colleagues, I want to personally thank you for considering Convergent Technologies for this project and for providing us with the opportunity to present this proposal addressing your electronic security needs. We are confident that this proven solution is both comprehensive and customized to meet your needs today and in the years ahead.

Convergent has developed a strong reputation for service excellence and is the only company recognized twice as the Systems Integrator of the Year by SDM Magazine. Most recently, Convergent was ranked the 2nd largest global systems integrator. This recognition is, in part, a reflection of the strong relationships Convergent has developed with the industry's top technology manufacturers. Convergent Technologies has a strong history of success with similar solutions provided to other clients and would be happy to provide these references upon request.

Our guiding principal has always been to be a customer-focused and service-based company, supported by dedicated and certified professionals who strive to make a daily difference. Our vision of becoming our customers' best service provider is what drives everything we do. After achieving a successful on-time and on-budget project installation, Convergent will provide you with the industry's best on-going service. This service includes our 24/7 customer portal (iCare), designed to track service work orders, project progress, and provide you with detailed metric reporting for continuous improvement.

The following security proposal is specifically designed to meet your needs. As your single point of contact, please feel free to contact me with any additional questions you may have. Thank you again for considering Convergent Technologies as your partner for your electronic security needs.

Scope of Work

Convergint Technologies' scope of work includes furnishing, installing, programming and commissioning the material listed in the attached bill of materials (BOM) as outlined below and with regards to the data listed in the clarifications and exclusions section of this proposal. Proposal complies with Prevailing Wage requirements.

As part of the scope of work, Convergint will provide the City with a new video management platform based on Genetec which is the leading video management solution in the nation. Convergint will provide and install a Dell R740XD server with 56TB of raw storage resulting in approximately 40TB useable. This server will be used to run and archive all Lakewood intersection video surveillance cameras. Convergint will install the Genetec software on the new provided server and configure it with the latest 5.9 software version. In addition, Convergint will install the Genetec client on up to 2 customer provided workstations and will provide the customer a 1 hour training session on use of the system. Proposal also includes Genetec's software maintenance agreement which will allow the City to download new software and gain software maintenance for 1 year. Proposal does not include cleaning, repairing or aligning existing cameras or radio equipment. These additional services can be provided on a Time & Materials basis if needed.

The scope of work will also include the installation of 4 intersection cameras installed at existing ALPR intersections in the City of Lakewood. Convergint will provide 4 sets of Axis Q6010/Q6075-E cameras and will connect each camera to the existing network equipment on each pole. This will provide the City 4 fixed camera views and a PTZ camera at each intersection. Convergint will also replace the existing PTZ on the roof of the bank on Del Amo and Lakewood. In addition, Convergint will provide the necessary camera licenses to support the 9 new cameras and the 3 existing cameras and will integrate them into the City's new Genetec video management platform. Convergint will provide installation staff, project specialists, and project management to oversee implementation.

Convergint will connect the cameras to the City's existing network equipment on each pole and on the bank roof. IP addresses and traffic control to be provided by the City.

Warranty

Convergint will provide a one-year labor warranty and a one-year material warranty on equipment provided by Convergint. Provision of labor and materials after the first year will be billed on a time and materials basis.



Bill of Materials

Line	Qty	Part	Description	Manufacturer	Unit Price	Extended Price
1	Server Upgrade					
2	1.00	R740-56TB	PowerEdge R740 Server, Intel Xeon Silver 4208 2.1G, 8C/16T, 9.6GT/s , 11M Cache, Turbo, HT (85W) DDR4-2400, 16GB RDIMM, (7) 8TB hard drives, Windows Server 2019 Standard, ProSupport: 3 Years Next Business Day On-Site Service	Dell	\$ 8,307.39	\$ 8,307.39
3	1.00	GSC-Om-S	GSC Omnicast™ Standard Package which includes: Archiving support, Media Router, Audio, Camera Sequences, Camera Dewarping, Time Zone, Edge recording, trickling and archive transfer, Keyboard and Joystick Support, Max. 50 cameras, Max. 5 clients, Max. 1 Archiver	Genetec	\$ 532.64	\$ 532.64
4	12.00	GSC-Om-S-1C	1 camera connection	Genetec	\$ 135.42	\$ 1,625.04
5	1.00	ADV-STANDARD-1Y	Genetec™ Advantage Flat Rate for 1 Omnicast™ or Synergis™ Standard system – 1 year	Genetec	\$ 541.67	\$ 541.67
6	1.00	MISC-HW	Miscellaneous hardware	ADI	\$ 142.86	\$ 142.86
7	Intersection Cameras					
8	5.00	01752-004	Top performance PTZ camera with HDTV 1080p @60fps, 40x optical zoom, outdoor-ready, IP66, IK10 and NEMA 4x-rated. Zipstream with H.264/ H.265, Arctic Temperature Control enables operation and start up from -40 °C to +50 °C (-58 °F to 122 °F). Auto day/night functionality. Continuous 360° rotation and 220° tilt with E-flip. Shock detection, Autotracking 2, tour recording and Active Gatekeeper. Compass ruler overlay, Privacy mask with mosaic. Highlight compensation. Build in analytics; object removed, loitering guard, fence detector, object counter, enter/exit detection, video motion detection. Clear transparent dome cover and High PoE midspan with fiber slot are included. No mounting bracket included (several different accessories available).	AXIS	\$ 2,797.94	\$ 13,989.70
9	4.00	01981-001	Q6010-E 60HZOUTDOOR-READY 360 CAMERA 4X5MPSENSOR AT 25FPS	Axis	\$ 1,521.41	\$ 6,085.64
10	4.00	5504-821	T91D61 WALL MOUNT, AL WH W/1.5" NPS THREAD FOR FIXED DOMEPENDANT KITS	Axis	\$ 75.91	\$ 303.64
11	4.00	01513-001	AXIS T94N01D Pendant Kit comprises a weathershield and a mounting adapter for AXIS P3717-PLE Network Camera. The mounting adapter is compatible with 1.5-inch NPS thread. The kit enables AXIS P3717-PLE to be mounted on walls, poles, parapets and outer corners using AXIS T91 mounting accessories.	AXIS	\$ 81.31	\$ 325.24

Line	Qty	Part	Description	Manufacturer	Unit Price	Extended Price
12	4.00	AXIS T91B57 POLE MOUNT 100-410MM 01470-001	Aluminum Pole Mount for indoor and outdoor installations, for poles with diameter between 100-410 mm (4"-16"). Includes 1 pair of AXIS Stainless Steel Straps 1450mm (57") with TX30 screw interface for ease-of-installation. AXIS T91B57 is compatible with mounts such as AXIS T91G61, T91H61, and AXIS T98A Surveillance Cabinet series. Color: Axis white.	Axis	\$ 98.84	\$ 395.36
13	1.00	AXIS T91B62 PARAPET MOUNT 5504-631	Chromated and powder coated aluminum parapet mount compatible with fixed dome pendant kits and AXIS P55-series and AXIS Q60-series PTZ dome cameras. Cable routing from behind or through 3/4" conduit hole on the side. Includes mounting plate, pipe seal, conduit hole cover and AXIS T94A01D Pendant Kit for PTZ dome cameras. Color: White	Axis	\$ 188.99	\$ 188.99
14	1.00	MISC-HW	Miscellaneous hardware	ADI	\$ 714.29	\$ 714.29

Equipment Total	\$ 33,152.46
Total Labor/Other Costs	\$ 14,250.94
Freight/Warranty	\$ 1,886.47
Tax if Applicable	\$ 3,398.13
Total Project Price	\$ 52,688.00

Clarifications and Exclusion

1. All work proposed herein, shall be performed during normal business hours Monday through Friday 8:00 am - 5:00 pm.
2. Traffic control to be provided by the City.
3. Provision or installation of conduit, wire, boxes, fittings or other electrical installation and materials are excluded.
4. Permits or associated fees are not included.
5. Customer to provide static IP addresses.
6. Twenty-Five percent (25%) of the proposed sell price shall be payable to Convergent Technologies for project mobilization. Mobilization shall be invoiced and due upon customer acceptance of this proposal.
7. Anything in the Contract Documents notwithstanding, in no event shall either Contractor or Subcontractor be liable for special, indirect, incidental or consequential damages, including commercial loss, loss of use, or lost profits, even if either party has been advised of the possibility of such damages.
8. Convergent Technologies reserves the right to negotiate mutually acceptable contract terms and conditions with customer by making mutually agreeable changes to the formal contract included in the Bid Documents.

Performance Items

Items Included	
Applicable Taxes	Freight (prepaid)
Material (listed in the BOM)	Mounting/Termination of Proposed Devices
One-Year Warranty on Labor	One-Year Warranty on Parts
Owner Training	Project Management
Servers by Convergent	System Programming
Testing of all Proposed Devices	Workstations by Others
Items Excluded	
120 VAC Power and Fused Disconnect Switch	120 VAC Power Receptacles
Additional Lighting Requirements for Cameras	Attend General Contractor Project Meetings
Attend Owner Project Meetings	Authority having Jurisdiction permit drawing (requires customer CAD)
Cable	Ceiling Tiles and Ceiling Grid Repairs
Connection to Building Fire Alarm Panel	Correction of Wiring Faults Caused by Others
Door wiring typical connections	Electrical Installation Permit
Electrified Door Locking Hardware	Engineering and Drawings
Equipment rack layout drawing	FA Permit and Plan Review Fees
Fire Stopping (Excludes Existing Penetrations)	Fire Watch
Floor Coverings for Lifts	Floor plan with device placement and numbering (requires customer CAD)
Horizontal Core Drilling	Installation of Bridle Rings
Installation of CCTV Cameras	Installation of Conduit, Boxes and Fittings
Installation of Control Equipment Enclosures	Installation of Control Panels
Installation of Intercom Systems	Installation of Intrusion Panels
Installation of Low Voltage Wire	Installation of Network Cabling to Card Readers
Installation of Network Cabling to IP Cameras	Installation of Network Cabling to IP Intercoms
Installation of Specialty Backboxes	Installation of Terminal Cabinets
Installation of Video Recorders (DVR/NVR)	Installation of Wire and Cable
Installation of Wire Hangars	Lifts
Loading Software on Customer Provided Computer	Low Voltage Permits
On-Site Lockable Storage Facility	Operations & Maintenance Manuals
Owner to Provide DHCP Lease Reservations for Network Connected Devices	Owner to Provide Static IP Addresses
Panel Wall Elevation drawing (may require customer CAD)	Panel wiring point with to point connections
Patch and Paint	Payment & Performance Bonds
Record Documentation (As-Built)	Riser drawing with home run wiring
Servers by Others	Specialty Backboxes
Submittal Drawings	System Engineering
System is Design-Build	System Meets Plans/Drawings
Terminal Cabinets	Termination of Control Equipment Enclosures
Vertical Core Drilling	Wire
Workstations by Convergent	

Total Project Investment:

\$ 52,688.00

Thank you for considering Convergent Technologies for your Security needs. If you have any questions or would like additional information, please don't hesitate to contact me immediately. If you would like to proceed with the scope of work as outlined in this proposal, please sign below and return to my attention.

Sincerely,

Fabian Escalante
Convergent Technologies

By signing below, I accept this proposal and agree to the Terms and Conditions contained herein

Josh Yordt

February 17, 2021

Customer Name (Printed)

Date

Authorized Signature

Title

Convergent Technologies' Install Terms & Conditions

Throughout this Installation Proposal, the term, "Convergent" refers to the Convergent Technologies' affiliate operating in the state/province in which the work is being performed, specifically, "Convergent Technologies LLC" or "Convergent Technologies LTD".

SECTION 1. THE WORK

This Installation Proposal takes precedence over and supersedes any and all prior proposals, correspondence, and oral agreements or representations relating to the work set forth in the attached scope of work ("Work"). This Installation Proposal commences on the Start Date as specified in the attached scope of work, and represents the entire agreement between Convergent and Customer (the "Agreement") and it may only be amended by a written document signed by both Convergent and Customer. In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force.

Convergent agrees in accordance with the mutually agreed project schedule:

- To submit shop drawings, product data, samples and similar submittals if required in performing the Work;
- To pay for all labor, materials, equipment, tools, supervision, programming, testing, startup and documentation required to perform the Work in accordance with the Agreement;
- Secure and pay for permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work; and
- Hire subcontractors and order material to perform part of the Work, if necessary, while remaining responsible for the completion of the Work.

Customer agrees in accordance with the mutually agreed project schedule, and at no cost to Convergent:

- To promptly approve submittals provided by Convergent;
- To provide access to all areas of the facility which are necessary to complete the Work;
- To supply suitable electrical service as required by Convergent; and
- That in the event of any emergency or systems failure, reasonable safety precautions will be taken by Customer to protect life and property during the period of time from when Convergent is first notified of the emergency or failure and until such time that Convergent notifies the Customer that the systems are operational or that the emergency has cleared.

SECTION 2. PRICING

Pricing and amounts proposed shall remain valid for 30 days unless otherwise specified. Price includes only the material listed based on Convergent's interpretation of plans and specifications unless noted otherwise. Additional equipment, unless negotiated prior to order placement, will be billed accordingly. Sales taxes, (and in Canada GST/PST) and any other taxes assessed on Customer shall be added to the price upon invoice to Customer.

SECTION 3. INVOICE REMITTANCE AND PAYMENT

Customer agrees to pay Convergent twenty-five (25%) percent of the total price as a mobilization fee at the time of executing this Agreement.

If the Work is performed over more than a month, Convergent will invoice Customer each month for the Work performed during the previous month. Customer agrees to pay the amount due to Convergent as invoiced, within thirty (30) days of the date of such invoice. If the Work is completed in less than one month, Customer agrees to pay Convergent in full after the Work has been performed within thirty (30) days of the date of being invoiced. Invoices shall not include or be subject to a project retention percentage. If Customer is overdue in any payment to Convergent, Convergent shall be entitled to suspend the Work until paid, and charge Customer an interest rate 1 and 1/2% percent per month, (or the maximum rate permitted by law), and may avail itself of any other legal or equitable remedy. Customer shall reimburse Convergent costs incurred in collecting any amounts that become overdue, including attorney fees, court costs and any other reasonable expenditure.

SECTION 4. WARRANTY

Convergent provides the following warranty to the Customer:

For the period of one (1) year, commencing at the earlier of substantial completion of the Work, or first beneficial use, ("Warranty Period"):

- That Work performed under this Agreement will be of good quality;
- That all equipment will be new unless otherwise required or permitted by this Agreement;
- That the Work will be free from defects not inherent in the quality required or permitted; and
- That the Work will conform to the requirements of this Agreement.

The Customer's sole remedy for any breach of this warranty is that Convergent shall remove, replace and/or repair at its own expense any defective or improper Work, discovered within the Warranty Period, provided Convergent is notified in writing of any defect within the Warranty Period.

Any equipment or products installed by Convergent in the course of performing the Work hereunder shall only carry such warranty as is provided by the manufacturer thereof, which Convergent hereby assigns to Customer without recourse to Convergent. Upon request of Customer, Convergent will use all reasonable efforts to assist Customer in enforcing any such third party warranties. This warranty excludes remedy for damage or defect caused by abuse, modifications not executed by Convergent, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. **NO FURTHER WARRANTIES OR GUARANTIES, EXPRESS OR IMPLIED, ARE MADE WITH RESPECT TO ANY GOODS OR SERVICES PROVIDED UNDER THIS AGREEMENT, AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.**

SECTION 5. CHANGES

Without invalidating this Agreement or any bond given hereunder, Customer or Convergent may request changes in the Work. Any changes to the Work and any adjustment to the Agreement Price or the time for completion of the Work shall be in writing signed by both Customer and Convergent. If Customer orders any additional work or causes any material interference with Convergent's performance of the Work, Convergent shall be entitled to an equitable adjustment in the time for performance and in the Agreement Price, including a reasonable allowance for overhead and profit.

SECTION 6. FORCE MAJEURE

Neither Customer nor Convergent shall be responsible or liable for, shall incur expense for, or be deemed to be in breach of this Agreement because of any delay in the performance of their respective obligations pursuant to this Agreement due solely to circumstances beyond their reasonable control ("Force Majeure") and without the fault or negligence of the party experiencing such delay, provided that the party experiencing the delay shall promptly give written notification to the other party within five (5) days after such party has learned of the Force Majeure. A Force Majeure event shall include,

Version 1.09 April 2017

but not be limited to: accident, fire, storm, water, flooding, negligence, vandalism, power failure, installation of incompatible equipment, improper operating procedures, source current fluctuations or lighting. If performance by either party is delayed due to Force Majeure, the time for that performance shall be extended for a period of time reasonably necessary to overcome the effect of the delay. Any Services required by Convergent due to reasons set forth in this Force Majeure Section shall be charged to Customer in addition to any amounts due under this Agreement.

SECTION 7. INSURANCE

Convergent shall have the following insurance coverage during the term of this Agreement, and shall provide certificates of insurance to the Customer prior to beginning work hereunder:

Worker's Compensation	Statutory Limits
Employer's Liability	\$1,000,000 per occurrence /aggregate
Commercial General Liability	\$1,000,000 per occurrence/aggregate
	\$2,000,000 general aggregate
Automobile Liability	\$1,000,000 per occurrence/aggregate
Excess/Umbrella Liability	\$4,000,000 per occurrence/aggregate

All insurance policies carried by Convergent hereunder shall be primary to and noncontributory with the insurance afforded to Customer, and shall name the Customer as "additional insured", with respect to liability arising out of work performed by Convergent, as applicable, but only to the extent of liabilities falling within the indemnity obligations of Convergent, pursuant to the terms of this Agreement. Convergent shall provide to the Customer no less than thirty (30) days notice prior to the termination or cancellation of any such insurance policy.

SECTION 8. INDEMNIFICATION

Convergent shall indemnify and hold Customer harmless from and against claims, damages, losses and expenses, (including, but not limited to, reasonable attorney's fees), attributable to bodily injury, sickness, disease or death, or to destruction of tangible property, but only to the extent caused by: a) the negligent or willful acts or omissions of Convergent or Convergent's employees or subcontractors while on Customer's site, or b) the malfunction of the equipment supplied by Convergent, or c) Convergent's breach of this Agreement.

IN NO EVENT SHALL EITHER CONVERGENT OR CUSTOMER BE LIABLE TO THE OTHER PARTY HERETO FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING COMMERCIAL LOSS, LOSS OF USE OR LOST PROFITS, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL CONVERGENT BE LIABLE TO CUSTOMER FOR ANY AMOUNTS IN EXCESS OF THE AMOUNTS PAID BY CUSTOMER TO CONVERGENT.

It is understood and agreed by the parties hereto that Convergent is or may be providing monitoring and or intrusion products which are designed to provide notification of certain events but are not intended to be guarantees or insurers against any acts for which they are supposed to monitor or inform. As required by the monitoring and intrusion industry and the manufacturers thereof, Convergent's indemnification obligation pursuant to Section 8 herein, does not apply to the extent the loss indemnified against is caused by any monitoring or intrusion product or software provided by but not manufactured by Convergent. Convergent shall have **no** liability to Customer for any losses to the extent such losses are caused by the monitoring or intrusion product or software. Customer shall indemnify, defend, and hold harmless Convergent, from and against all claims, lawsuits, damages, losses and expenses by persons not a party to this Agreement, but only to the extent caused by such monitoring or intrusion product or software provided by but not manufactured by Convergent.

SECTION 9. COMPLIANCE WITH LAW, EEO & SAFETY

This Agreement shall be governed and construed in accordance with the laws of the state/province in which the Work is being performed. Convergent agrees to comply with all laws and regulations relating to or governing the Work. Convergent agrees to comply with all reporting requirements imposed by law or this Agreement. Convergent shall comply with all safety related laws and regulations and with the safety program of the Customer, provided such program is supplied to Convergent prior to beginning work.

In the event that Convergent discovers or suspects the presence of hazardous materials, or unsafe working conditions at Customer's facility where the Work is to be performed, Convergent is entitled to stop the Work at that facility if such hazardous materials, or unsafe working conditions were not provided by or caused by Convergent. Convergent in its sole discretion shall determine when it is "safe" to return to perform the Work at Customer's facility. Convergent shall have no responsibility for the discovery, presence, handling, removing or disposal of or exposure of persons to hazardous materials in any form at the Customer's facility. Customer shall indemnify and hold harmless Convergent from and against claims, damages, losses and expenses, including but not limited to, reasonable attorney's fees, arising out of or resulting from undisclosed hazardous materials, or unsafe working conditions at Customer's facility.

SECTION 10. DISPUTES

In the event of any dispute between Convergent and Customer, Convergent and Customer shall first attempt to resolve the dispute in the field, but if that is not successful, then in a meeting between authorized officers of each company. If settlement attempts are not successful, then the dispute shall be subject to and decided by mediation or arbitration. Such mediation or arbitration shall be conducted in accordance with the Construction Industry Mediation or Arbitration Rules of the American Arbitration Association currently in effect and shall be a final binding resolution of the issues presented between the parties.

SECTION 11. MISCELLANEOUS

Neither party to this Agreement shall assign this Agreement without the prior written consent of the other party hereto. Convergent may assign this Agreement to any of its parents, subsidiary or affiliated companies or any entity majority owned by Convergent.

Notices shall be in writing and addressed to the other party, in accordance with the names and addresses of the parties as shown above. All notices shall be effective upon receipt by the party to whom the notice was sent.

A waiver of the terms hereunder by one party to the other party shall not be effective unless in writing and signed by a person with authority to commit the Customer or Convergent and delivered to the non-waiving party according to the notice provision herein. No waiver by Customer or Convergent shall operate as a continuous waiver, unless the written waiver specifically states that it is a continuous waiver of the terms stated in that waiver.

The Sections regarding invoicing, warranty and indemnity shall survive the termination of this Agreement.

D I V I D E R S H E E T

Reports

COUNCIL AGENDA

March 9, 2021

TO: The Honorable Mayor and City Council

SUBJECT: Illegal Fireworks Street Banners

INTRODUCTION

For over a decade, the City has had 287 street banners in use in the weeks and months leading up to July 4th educating the public against the use of illegal fireworks. The banners were designed as part of the City's "Don't Blow It" public education campaign that dates to approximately 2008. Over the past year, the City has developed a new public education campaign to combat illegal fireworks under the guidance of the Council's Public Safety Committee. The new campaign focuses on the dangers to veterans and pets from the use of illegal fireworks and on the ways that residents can easily report the use of illegal fireworks in their neighborhood.

STATEMENT OF FACTS

As part of the new public education campaign to combat illegal fireworks, the City's Public Information Office, in consultation with the Public Safety Committee and Public Safety Department, crafted six new graphic designs that could be placed on the full complement of 287 street lights banners in the City. Competitive bids were solicited two-and-a-half years ago for street banners for a different campaign, so City staff solicited new bids from the two lowest bidders from that previous round of competition.

A bid summary is below:

AAA Flag and Banner	\$17,689.74
Sierra Display	\$31,966.23

The City has done business before successfully with both AAA and Sierra Display, although the City's work with AAA was more limited in scope. For this bid, the City inspected current sample banners from AAA and is satisfied with the quality of their product. In addition, the City checked with other local cities that have purchased banners from AAA and all were satisfied with the quality of AAA's products.

STAFF RECOMMENDATION

That the City Council approve AAA Flag and Banner, Inc. for the manufacture of 287 illegal fireworks prevention street banners and authorize the City Manager to execute a contract with the company in an amount not to exceed \$18,000, which will cover the cost of the banners and their shipment, and appropriate said amount from the General Fund.

Bill Grady 
Public Information Officer


Thaddeus McCormack
City Manager

D I V I D E R S H E E T

COUNCIL AGENDA

March 09, 2021

TO: The Honorable Mayor and City Council

SUBJECT: Authorize Work by Pocock Design Solutions Inc. – HVAC System Replacements

INTRODUCTION

The City performed a facility condition assessment in 2018 with ISES. The assessment was a broad inspection of every facility the City operates. Based on the initial assessment findings, it was determined that a more comprehensive evaluation of the electrical, roof, and mechanical systems were needed to ensure the safety and long-term viability of each facility. The mechanical systems evaluations were performed in 2019 by our on-call mechanical engineer Pocock Design Solutions. Pocock Design Solutions has now submitted a proposal for the consulting mechanical services necessary for the design and construction of the mechanical improvements at several City sites.

STATEMENT OF FACT

Pocock Design Solutions perform mechanical and plumbing engineering services for both small projects that do not require public works contracts, as well as our larger capital improvement projects. PDS provides design engineering services as required to provide both HVAC systems and plumbing systems designs that comply with California code. They have provided such services on a large number of past projects as a sub-consultant under our previous on-call architectural services agreement. They provided the mechanical and plumbing plans for the renovation of the Burns Community Center, and have provided assistance during construction of the Burns project as needed. They also provided the design engineering and consulting for the City Hall Boiler project. Most recently, they performed the mechanical systems evaluations of our facilities.

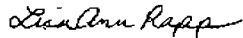
During Pocock Design Solutions' evaluation of our City mechanical systems, it was determined that the HVAC at several facilities needed to be replaced. These locations include: Arbor Yard, Biscailuz Park, Bloomfield Park, the Centre (3 small split systems serving the Cable facilities), Monte Verde Park, San Martin Park and Weingart Sr. Center. Also included in the upgrade of the systems at both San Martin Park and Biscailuz Park to air condition the activity rooms which previously had a furnace for heating only.

As part of the CIP program recommended through the Facilities Condition Assessment, funds have been appropriated for the necessary mechanical improvements. Before Public Works can advertise a Public Works Contract for the mechanical improvements, we need a complete set of plans and technical specifications, list of bid items, proposed design and project schedules and a construction cost estimate. Pocock Design Solutions has submitted a proposal for the necessary design work, as well as assistance during construction such as review of submittals, change orders, pay requests and final punch list. The proposal is structured with hourly rates, not-to-exceed \$39,300. Staff recommends that the work be authorized under their on-call agreement. A copy of their proposal is attached. The attached amendment to the existing on-call agreement increases the Not-to-Exceed limit to allow for the work to commence. There are adequate funds in the HVAC Replacement capital project account for this work.

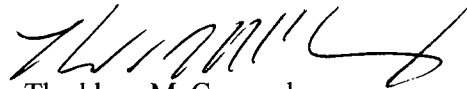
RECOMMENDATION

Staff recommends that the City Council:

1. Approve the amendment to the consulting agreement with Pocock Design Solutions for mechanical and plumbing engineering services for a one-year period ending June 30, 2021, in an amount Not-To-Exceed \$60,000, and authorize the Mayor and City Clerk to sign the amendment in a form as approved by the City Attorney.
2. Authorize the "HVAC System Replacements – City Wide" per the Pocock Design Solutions proposal dated March 3, 2021 in an amount not-to-exceed \$39,300, and authorize the City Manager to sign the proposal.



Lisa Ann Rapp
Director of Public Works



Thaddeus McCormack
City Manager

AMENDMENT OF AGREEMENT FOR SERVICES

BETWEEN

CITY OF LAKEWOOD AND POCOCK DESIGN SOLUTIONS INC.

The Agreement dated June 27, 2017 is hereby amended as follows:

1. Paragraph 2 – Compensation for Services, the undersigned agree the total compensation under this Agreement shall not exceed \$60,000.

The Agreement of June 27, 2017, is reaffirmed in all other aspects, except as amended herein.
Dated the 09th day of March, 2021.

SERVICE PROVIDER

CITY OF LAKEWOOD

ANDREW GOSSMAN, PRINCIPAL
POCOCK DESIGN SOLUTIONS, INC.

MAYOR

APPROVED AS TO FORM:

ATTEST:

CITY ATTORNEY

CITY CLERK



Consulting Engineers

March 3, 2021

City of Lakewood
5050 Clark Ave.
Lakewood, CA 90712

Attention: Jack Wopschall
Management Aide

Project: HVAC System Replacements – City Wide

Subject: Proposal for Consulting Mechanical Engineering Services

Jack,

I am pleased to submit this proposal for the consulting mechanical services necessary for the design and construction for the above project.

Project Description:

The project consists of design for replacement of existing aged mechanical equipment for the City of Lakewood at the following sites: Arbor Yard Water Office, Arbor Yard Print/Meter Shop, Arbor Yard Plumbing Shop, Biscailuz Park, Bloomfield Park, The Centre, Monte Verde, San Martin, and Weingart Senior Center. Equipment to be replaced is as identified in the report provided by PDS, Inc. dated 9/30/2019. All new systems will be high efficiency and like-for-like unless alternate systems are more prudent in which design for those systems is included in this proposal. Projects will be done in AutoCAD.

Scope:

My understanding of the scope of the mechanical work for this project is as follows:

1. **HVAC:** Mechanical heating, cooling, and ventilation systems which comply with the requirements of the California Mechanical Code.
 - a. Provide plans and specifications for each site for replacement of existing equipment including:
 - i. Arbor Yard Water Office:
 - A. (3) Packaged Rooftop Heat Pump Units
 - B. Replace exhaust fans
 - C. Coordinate with roofing consultant for complete roof replacement
 - ii. Arbor Yard Print/Meter Shop:
 - A. (3) Packaged Rooftop Heat Pump Units
 - B. New condensate piping
 - C. Replace exhaust fans
 - D. Coordinate with roofing consultant for complete roof replacement
 - iii. Arbor Yard Plumbing Shop:
 - A. (1) PTAC
 - B. (1) Split System Heat Pump
 - C. Replace exhaust fans
 - iv. Biscailuz Park:
 - A. Provide all new HVAC system

- v. Bloomfield Park:
 - A. (1) Packaged Gas/Electric AC Unit
 - B. (2) Split System Heat Pumps
 - C. Coordinate with roofing consultant for complete roof replacement
 - vi. The Centre:
 - A. (4) Split System Heat Pumps
 - B. Coordinate with roofing consultant for complete roof replacement
 - vii. Monte Verde:
 - A. (2) Split System Heat Pumps
 - B. Replace exhaust fans
 - C. All new duct insulation where missing
 - viii. San Martin:
 - A. (1) PTAC or new Split System Heat Pump
 - B. (1) Furnace w/new evap. coil and condensing unit
 - C. Coordinate with roofing consultant for complete roof replacement
 - ix. Weingart Senior Center
 - A. (8) Packaged A/C Units
 - B. Replace exhaust fans
2. **Plumbing Scope of Work:** Domestic hot and cold water, sanitary waste and vent, storm drain, gas and condensate piping systems which comply with the requirements of the California Plumbing Code.
- a. Plans showing disconnect/reconnect/extension of existing gas, makeup water, condensate, etc. piping as required for all sites.
3. **Fire Sprinklers:** No services will be provided.
4. **Fire Hydrants:** No services will be provided.
5. **Landscape Irrigation:** No services will be provided.

Engineering Services:

For this scope of work, Pocock Design Solutions will provide the following services:

1. **Construction Document Phase:**
- a. Perform (1) one site survey to review/confirm existing conditions.
 - b. Provide coordination, including necessary documents/drawings with other disciplines.
 - c. Prepare final Construction Documents, including drawings, project manual sections and applicable applications for plan reviewing authorities.
 - d. Provide final Title 24 Energy Analysis and complete forms as required for review and approval.
 - e. Prepare typed final project manual sections (specifications) utilizing master specification criteria with CSI 6-digit number format.
 - f. Perform a comprehensive Quality Assurance/Coordinating Review and submit to the Architect.
 - g. Provide cost estimate with ROM costs for mechanical and plumbing.
 - h. Deliverables:
 - HVAC:
 - HVAC Plans.
 - Schedules.
 - Details for Installation of all HVAC Equipment and Penetrations.
 - Specifications.
 - All Mechanical Title 24 Compliance forms.

Plumbing:

- Plumbing Plans.
- Schedules.
- Details for Installation of all Plumbing Fixtures, Equipment and Penetrations.
- Specifications.

2. **Bidding Phase:**

- a. Respond to bid inquiries directly to the City. Provide all necessary documents, drawings and/or project manual changes in hard copy and/or disc formats to the Architect.
- b. Provide information required for Addenda to the City.
- c. Review and provide comments on bid results.

3. **Construction Administration Phase:**

- a. Provide (1) one field observation trip during construction.
- b. Provide clarifications respond to Requests for information and revise the drawings and/or project manual as required.
- c. Review Contractor's shop drawings and submittals as required.
- d. Review and provide comments on Contractor's change order requests as required.
- e. Prepare final Mechanical/Plumbing Punch List.

4. **Exclusions:**

- a. Plancheck fees.
- b. Commissioning.
- c. Printing and delivery costs.

FEES:

Arbor Yard Water Office:

The proposed fee for these services is Three Thousand One Hundred dollars (\$3,100.00). The breakdown of this fee is as follows:

- | | | |
|----|-----------------------------------|-------------------|
| 1. | Construction Document Phase | 75% or \$2,325.00 |
| 2. | Bidding Phase | 5% or \$155.00 |
| 3. | Construction Administration Phase | 20% or \$620.00 |

Arbor Yard Print/Meter Shop:

The proposed fee for these services is Three Thousand Eight Hundred dollars (\$3,800.00). The breakdown of this fee is as follows:

- | | | |
|----|-----------------------------------|-------------------|
| 1. | Construction Document Phase | 75% or \$2,850.00 |
| 2. | Bidding Phase | 5% or \$190.00 |
| 3. | Construction Administration Phase | 20% or \$760.00 |

Arbor Yard Plumbing Shop:

The proposed fee for these services is One Thousand Five Hundred dollars (\$1,500.00). The breakdown of this fee is as follows:

- | | | |
|----|-----------------------------------|-------------------|
| 1. | Construction Document Phase | 75% or \$1,125.00 |
| 2. | Bidding Phase | 5% or \$75.00 |
| 3. | Construction Administration Phase | 20% or \$300.00 |

Biscailuz Park:

The proposed fee for these services is Three Thousand Three Hundred dollars (\$3,300.00). The breakdown of this fee is as follows:

- | | | |
|----|-----------------------------------|-------------------|
| 1. | Construction Document Phase | 75% or \$2,475.00 |
| 2. | Bidding Phase | 5% or \$165.00 |
| 3. | Construction Administration Phase | 20% or \$660.00 |

Bloomfield Park:

The proposed fee for these services is Two Thousand Five Hundred dollars (\$2,500.00). The breakdown of this fee is as follows:

- | | | |
|----|-----------------------------------|-------------------|
| 1. | Construction Document Phase | 75% or \$1,875.00 |
| 2. | Bidding Phase | 5% or \$125.00 |
| 3. | Construction Administration Phase | 20% or \$500.00 |

The Centre:

The proposed fee for these services is Four Thousand One Hundred dollars (\$4,100.00). The breakdown of this fee is as follows:

- | | | |
|----|-----------------------------------|-------------------|
| 1. | Construction Document Phase | 75% or \$3,075.00 |
| 2. | Bidding Phase | 5% or \$205.00 |
| 3. | Construction Administration Phase | 20% or \$820.00 |

Monte Verde:

The proposed fee for these services is Two Thousand Nine Hundred dollars (\$2,900.00). The breakdown of this fee is as follows:

- | | | |
|----|-----------------------------------|-------------------|
| 1. | Construction Document Phase | 75% or \$2,175.00 |
| 2. | Bidding Phase | 5% or \$145.00 |
| 3. | Construction Administration Phase | 20% or \$580.00 |

San Martin:

The proposed fee for these services is Two Thousand Five Hundred dollars (\$2,500.00). The breakdown of this fee is as follows:

- | | | |
|----|-----------------------------------|-------------------|
| 1. | Construction Document Phase | 75% or \$1,875.00 |
| 2. | Bidding Phase | 5% or \$125.00 |
| 3. | Construction Administration Phase | 20% or \$500.00 |

Weingart Senior Center:

The proposed fee for these services is Fifteen Thousand Six Hundred dollars (\$15,600.00). The breakdown of this fee is as follows:

- | | | |
|----|-----------------------------------|--------------------|
| 1. | Construction Document Phase | 75% or \$11,700.00 |
| 2. | Bidding Phase | 5% or \$780.00 |
| 3. | Construction Administration Phase | 20% or \$3,120.00 |

Fees will be billed monthly for the engineering services completed. All services will be billed at the hourly rates listed below not to exceed the totals listed above.

Not-to-exceed total for all projects is Thirty-Nine Thousand Three hundred dollars (\$39,300.00)

Additional services will be provided as requested and will be charged on the basis of the following rates. Additional site visits with reports during construction will be provided at the rate of \$600.00 each.

Classification	Billing Rate
Principal	\$200.00
Engineer	\$175.00
Project Manager	\$165.00
Sr. Designer	\$140.00
Designer	\$120.00
Cad Drafting	\$ 90.00
Clerical	\$ 70.00

These fees and hourly rates include all charges for such items as telephone, fax, computer, local travel, deliveries and prints for review and coordination purposes. The cost of printing of plans and specifications for submittal agencies for review and approval and for bidding and construction purposes is not included. Fee charged by any agency for the review and approval of the construction documents are not included.

If you have any questions concerning the proposed scope of work, services, fees and agreement, please call me. If this proposal and agreement are acceptable, please return one signed copy of each for our records.

Thank you for this opportunity to be of service. I look forward to working with you and your office on this project.

Sincerely,

Pocock Design Solutions, Inc.

Accepted for City of Lakewood

By:.....

Date:.....

Andrew Gossman
Principal

D I V I D E R S H E E T

COUNCIL AGENDA

March 09, 2021

TO: The Honorable Mayor and City Council

SUBJECT: Authorize Work by FBA Engineering – Electrical Improvements

INTRODUCTION

The City performed a facility condition assessment in 2018 with ISES. The assessment was a broad inspection of every facility the City operates. Based on the initial assessment findings, it was determined that a more comprehensive evaluation of the electrical, roof, and mechanical systems were needed to ensure the safety and long-term viability of each facility. The electrical systems evaluations were performed in 2019 by our on-call electrical engineer FBA Engineering. FBA Engineering has now submitted a proposal for all the necessary design services for the electrical improvements at several City sites.

STATEMENT OF FACT

FBA Engineering performs electrical engineering services for both small projects that do not require public works contracts, as well as our larger capital improvement projects. They have provided such services on a large number of past projects as a sub-consultant under our previous on-call architectural services agreement. They provided the electrical plans for the renovation of the Burns Community Center, and provided assistance during construction of the Burns project as needed. Most recently, they performed the electrical systems evaluations of our facilities.

During the 2019 FBA Engineering evaluation of our City electrical systems, the main electrical panels that feed power to each facility were evaluated. Many of the panels included in the report are the original Zinsco brand panels from when the facility was built. These panels have been maintained using old parts from previously decommissioned panels that are sold aftermarket, and these parts can no longer be purchased retail. It was determined that the main panels should be replaced as soon as possible at the following sites: Biscailuz Park, Bloomfield Park, Burns Center, Mae Boyar Nye Library, and San Martin Park. Also, at the Arbor Yard, the Centre, Monte Verde and Weingart Sr. Center electrical engineering will be required to complete the necessary HVAC improvements.

As part of the CIP program recommended through the Facilities Condition Assessment, funds have been appropriated for the necessary electrical improvement. Before Public Works can advertise Public Works Contracts for the electrical improvements, we need a complete set of plans and technical specifications, list of bid items, proposed design and project schedules and a construction cost estimate. FBA Engineering has submitted a proposal for the necessary design work, as well as assistance during construction such as review of submittals, change orders, pay requests and final punch list. The proposal is structured with a fixed fee not-to-exceed \$92,000. Staff recommends that the work be authorized under their on-call agreement. A copy of their proposal is attached. The attached amendment to the existing on-call agreement increases the Not-to-Exceed limit to allow for the design work to commence. There are adequate funds in the Electrical Replacement Capital Project account for this work.

RECOMMENDATION

Staff recommends that the City Council:

1. Approve the amendment to the consulting agreement with FBA Engineering for electrical engineering services for FY 2020-2021 in an amount Not-To-Exceed \$100,000, and authorize the Mayor and City Clerk to sign the agreement in a form approved by the City Attorney.
2. Authorize the “Electrical Improvements at Various Sites” per the FBA Engineering proposal dated March 3, 2021 in an amount not-to-exceed \$92,000, and authorize the City Manager to sign the proposal.


Lisa Ann Rapp
Director of Public Works


Thaddeus McCormack
City Manager

Jack Wopschall

Management Aide
City of Lakewood
5050 Clark Avenue
Lakewood, California 90712

Reference: Electrical Improvements at Various Sites
City of Lakewood, California

Subject: Proposal for Electrical Engineering Services
FBA #1154RFP

Dear Jack:

We are pleased to submit our proposal to provide Electrical Engineering Services for the above referenced project. We understand the City intends to construct the improvements at various sites indicated in the attached scope document you sent us on February 25, 2021. Following is a summary of our scope of work:

A. Design Phase:

1. **Arbor Yard Water Office:** Prepare electrical construction documents showing disconnection of three existing roof top heat pumps and exhaust fans and reconnect existing circuits to new replacement equipment at same locations.
2. **Arbor Yard Print/Meter Office:** Prepare electrical construction documents showing disconnection of three existing roof top heat pumps and reconnect existing circuits to new replacement equipment at same locations.
3. **Arbor Yard Plumbing Shop:** Prepare electrical construction documents showing disconnection of one existing roof top heat pump and exhaust fans and reconnect existing circuits to new replacement equipment at same locations.
4. **Biscailuz Park:** Prepare electrical construction documents showing removal and replacement of existing outdoor main switchboard and concrete pad; disconnect existing SCE service conductors and reconnect to new main switchboard; remove and replace existing underground power feeder to building; remove and replace existing building panel(s); remove and replace existing underground feeders connected to switchboard; remove and replace existing exterior lighting controls and arc flash labeling. Disconnect existing gas furnace and add electrical connections to new whole building HVAC system.
5. **Bloomfield Park:** Prepare electrical construction documents showing removal and replacement of existing SCE outdoor pull box with meter; remove existing outdoor distribution panel and transformer; provide new main switchboard with SCE meter; disconnect existing SCE service conductors and reconnect to new main switchboard; provide new transformer to replace existing; provide new grounding system at switchboard; rework and reconnect existing feeders to new switchboard and arc flash labeling. Disconnect and remove existing electrical connections to rooftop packaged gas/electric AC unit, split heat pump and condenser, and two furnace units; reconnect existing circuits to new replacement equipment at same locations.
6. **Williams Burns Community Service Center:** Prepare electrical construction documents showing removal and replacement of existing outdoor main switchboard; disconnect existing SCE service conductors and reconnect to new main switchboard; reconnect existing power feeders from building and HVAC equipment to new main switchboard and arc flash labeling. Disconnect three existing roof top heat pumps and exhaust fans and reconnect existing circuits to new replacement equipment at same locations.

7. **The Centre:** Prepare electrical construction documents showing disconnection of four existing heat pumps and reconnect existing circuits to new replacement equipment at same locations.
 8. **Monte Verde:** Prepare electrical construction documents showing disconnection of existing roof top heat pumps and exhaust fans, and reconnect existing circuits to new replacement equipment at same locations.
 9. **San Martin Park:** Prepare electrical construction documents showing disconnection of existing indoor main switchboard, transformer, distribution panels and subpanels; disconnect existing SCE service conductors and reconnect to new main switchboard; remove and replace existing underground power feeders; provide new grounding system; remove and replace existing lighting controls and arc flash labeling. Disconnect and remove existing gas furnace and exhaust fans and reconnect existing circuits to new replacement equipment at same locations.
 10. **Weingart St. Center:** Prepare electrical construction documents showing disconnection of eight existing roof top heat pumps and miscellaneous exhaust fans and reconnect existing circuits to new replacement equipment at same locations.
 11. **Mae Boyar Park Library:** Remove and replace existing indoor main switchboard; disconnect existing SCE service conductors and reconnect to new main switchboard; remove and replace existing feeders connected to main switchboard; remove and replace existing building panels.
- B. Bidding Phase: Assist City with bidding; provide answers to pre-bid RFIs from bidders; prepare addenda if necessary.
- C. Construction Phase: Answer telephone calls; attend on-line meetings when requested; respond to contractor RFIs; review contractor submittals; visit construction site and prepare observation report one time during construction; visit site after construction is complete and prepare final punch list.
- D. Insurance: Professional liability - \$1,000,000 per claim, \$1,000,000 annual aggregate; General Liability - \$1,000,000 per occurrence, \$2,000,000 aggregate; Workers' Compensation (Statutory) including Employers Liability - \$1,000,000 each Accident; Policy Limit; and Each Employee.
- E. Work Not Included: Plan Check fees; lighting; drawing reproduction costs other than for plan check submittal; drawing scans; bid forms and general conditions; inspections; removal of covers on electrical equipment; testing; regular site visits during construction; changes after drawings are approved; preparation of as-built drawings; work not indicated in Parts A, B, C, and D above.
- F. Items Furnished to FBA by City: Record electrical drawings; access to site and electrical equipment during design phase.
- G. Compensation: Compensation to FBA Engineering to be a fixed amount of Ninety Two Thousand Dollars (\$92,000.00), payable according to the following schedule. In the event that not all sites move forward into construction, fee shall be paid through phase completed according the following schedule:

Site	Fee Due When Plans are 50% Complete	Fee Due When Plans Are Ready for Plan Check Submittal	Fee Due When Plans Are Approved	Fee Due When Bids are Received	Fee Due When Construction is 50% Complete	Fee Due Upon Receipt of Final Punch List	Total Fee
Arbor Yard Water Office		\$3,000.00	\$200.00	\$200.00	\$200.00	\$400.00	\$4,000.00
Arbor Yard Print / Meter Office		\$2,250.00	\$150.00	\$150.00	\$150.00	\$300.00	\$3,000.00
Arbor Yard Plumbing Shop		\$2,250.00	\$150.00	\$150.00	\$150.00	\$300.00	\$3,000.00
Biscailuz Park	\$7,700.00	\$8,800.00	\$1,100.00	\$1,100.00	\$1,100.00	\$2,200.00	\$22,000.00
Bloomfield Park	\$3,500.00	\$4,000.00	\$500.00	\$500.00	\$500.00	\$1,000.00	\$10,000.00
Burns Center	\$2,450.00	\$2,800.00	\$350.00	\$350.00	\$350.00	\$700.00	\$7,000.00
The Centre		\$3,000.00	\$200.00	\$200.00	\$200.00	\$400.00	\$4,000.00
Monte Verde		\$3,000.00	\$200.00	\$200.00	\$200.00	\$400.00	\$4,000.00
San Martin Park	\$7,350.00	\$8,400.00	\$1,050.00	\$1,050.00	\$1,050.00	\$2,100.00	\$21,000.00
Weingart St. Center		\$3,750.00	\$250.00	\$250.00	\$250.00	\$500.00	\$5,000.00
Mae Boyer Library	\$3,150.00	\$3,600.00	\$450.00	\$450.00	\$450.00	\$900.00	\$9,000.00
TOTAL FEE							\$92,000.00

- H. **Additional Services:** For additional services pursuant to FBA Engineering's then current fee schedule or as the parties may mutually agree. FBA Engineering's hourly rates for key personnel within our firm are as follows:

Principal / Project Director	\$ 210.00/hour
V.P. / Senior Associate	\$ 160.00/hour
Associate / Project Manager	\$ 160.00/hour
Construction Support	\$ 135.00/hour
Electrical Designer	\$ 110.00/hour
CAD / BIM Designer.....	\$ 90.00/hour
Technical Typist.....	\$ 50.00/hour

TERMS AND CONDITIONS OF AGREEMENT

1. *Engineer will provide Client with invoices accurately reflecting as appropriate the progress of the services and/or current expenditures of professional time and reimbursable expenses. Each invoice shall be due and payable upon receipt, and delinquent 30 days after its date. In the event of delinquency, interest shall accrue from the invoice date at 1.5% per month, compounded monthly, or the highest rate permitted by California law, whichever is lower, with payments applied first to accrued interest. No deductions shall be made from Engineer's compensation on account of problems or losses for which Engineer has not been held legally liable. Engineer's fee shall be equitably adjusted in the event of significant changes to the Project's scope or schedule, or should Client expressly request expedited performance.*
2. *Towards the mutual goal of a successful project, Client shall make reasonable efforts to cooperate with Engineer including without limitation: (i) designating a single representative with appropriate authority with whom Engineer can deal, and directing all communications to Engineer's project manager; (ii) providing timely information regarding Project requirements and conditions; (iii) responding to Engineer's questions and requests for information and approval within a reasonable time; (iv) promptly evaluating Engineer's invoices and providing fair notice of any questions or dissatisfaction, and waiving the right to challenge the accuracy and appropriateness of any invoice for which no such notice has been provided within 30 days of receipt of the invoice; (v) refraining from authorizing or allowing recorded or unrecorded deviations from Engineer's instruments of service or the use of Engineer's un-finalized instruments of service without Engineer's knowledge and consent; and (vi) providing appropriate arrangements for coordination of the Project's various design consultants, for construction quality control and for Project risk management.*
3. *Engineer's services will be performed in a timely manner consistent with good professional practice and the desire that the Project proceed as expeditiously as practical, and Engineer will use its best efforts to meet any reasonable Project schedule.*
4. *Engineer warrants that all of the services provided by and on its behalf pursuant to this Agreement will be performed in accordance with generally and currently accepted electrical engineering principles and practices as embodied in Engineer's Standard Procedures and Protocols. This warranty is in lieu of all other warranties, either express or implied. In particular, and without limitation, Engineer will use its best professional judgment in interpreting and applying the requirements of all laws applicable to the Project such as building codes and statutory functionality standards, etc.; but compliance with these laws as they may be eventually interpreted by others cannot be guaranteed. Further, when used*


in conjunction with the providing of services pursuant to this Agreement, such terms as "certify," "warrant," "verify," "confirm," "make certain," "insure," "ensure," "assure," or the like do not constitute a guarantee, but rather a representation based on professional opinion or judgment.

5. *Engineer will undertake professional responsibility for only the electrical engineering services expressly undertaken pursuant to this Agreement, and not otherwise. Engineer will not be legally liable for the providing of or the failure to provide environmental, acoustical, mechanical, or other engineering services, even if information from others is incorporated into Engineer's instruments of service for ease of reference or otherwise. Further, and without limitation, Engineer will not be responsible for delays or other matters beyond its reasonable control; for inaccurate information provided to it by Client or other reasonably reliable sources; for site conditions of which it was not informed; for hazardous materials or toxic substances at the Project site; for the specification of products or equipment for purposes consistent with the manufacturer's published literature; for construction means, methods, techniques, sequences or procedures including without limitation investigation and demolition procedures and safety precautions and programs; for the timeliness or quality of contractor performance or for the failure of any contractor to perform work in accordance with the Project's Construction Documents; or for actions or inaction of others including utility companies, co-consultants and governmental or quasi-governmental agencies.*
6. *In light of the limited ability of Engineer to affect the risks inherent in the Project, and of the disparity between Engineer's fee and the potential liability for problems or alleged problems with the Project, Client shall to the fullest extent allowed by law release and indemnify Engineer and its affiliated entities and individuals concerning any and all claims, liability, expenses and/or losses related to the Project to which they are subjected through no active negligence or willful misconduct on their part. Also and in any event, to the fullest extent allowed by law Client agrees to limit the total aggregate liability concerning the Project of Engineer and its affiliated entities and individuals as to Client and Client's affiliated individuals and entities, contractors and successors and assigns, to the amount of Engineer's fee received concerning the Project, and waives any right to impose any legal liability concerning the Project and/or this Agreement against Engineer's affiliated individuals.*
7. *In order to control the risks inherent in Engineer's professional undertaking pursuant to this Agreement, Engineer's basic services are intended to be performed fully and solely by or through Engineer. Unless this Agreement is terminated for Engineer's material breach, if Client prevents or frustrates Engineer's full performance of the basic services, or without Engineer's express consent causes or allows modifications to or deviations from the requirements or recommendations of Engineer's instruments of service or the use of un-finalized instruments of service for estimating or otherwise, then Client shall release and indemnify Engineer and its affiliated entities and individuals to the fullest extent allowed by law from and concerning any and all claims, costs, losses and/or liability concerning or related to the uncompleted services or the use of modified, deviated from or un-finalized instruments of service.*
8. *Engineer and Client shall strive to maintain a good working relationship throughout the duration of the Project; and because of the importance of a good working relationship, either party may terminate this Agreement by giving written notice to the other provided only that such notice is given in the good faith belief that the working relationship is unsatisfactory. Further, Engineer may suspend its performance under this Agreement, withhold or withdraw any instruments of service or licenses or terminate this Agreement with no liability for so doing at any time if Client allows an Engineer invoice to become delinquent.*
9. *All Drawings, Specifications, Calculations and other documents prepared by or on behalf of Engineer pursuant to this Agreement shall, as instruments of service, remain Engineer's property; but upon payment of the related fees and costs, Client shall have a transferable nonexclusive license to use the instruments of service for the purposes of constructing and maintaining the Project. Because information stored in electronic form can be manipulated by others, intentionally or otherwise, without notice or indication of such manipulation, Engineer reserves the right to provide any materials in electronic medium in read-only format, and to remove all indicia of its involvement with any information contained in an electronic medium.*
12. *This Agreement supersedes all negotiations and prior agreements concerning the Project and is intended as a complete and exclusive statement of the entire agreement between Client and Engineer concerning the Project. This Agreement shall be interpreted and enforced under and pursuant to the laws of the State California. No failure to exercise or delay in exercising any right under this Agreement shall be construed as a waiver, and no waiver of a breach of any term of this Agreement shall be construed as a waiver of a subsequent breach of the same or other terms. In the event of any dispute concerning this Agreement or the Project, each party shall bear its own attorney's fees. The Parties hereby mutually waive any claims for consequential damages which either might have against the other concerning this Agreement or its termination. In the event that this Agreement is for any reason terminated, then its risk allocation and indemnity provisions shall remain in full force and effect; and in the event that any such provisions shall be prohibited by law, then the subject provisions shall not be void, but rather shall be interpreted as operating only to the fullest extent*

allowed by law. Any and all actual or alleged causes of action concerning any services rendered pursuant to this Agreement, including without limitation those for indemnification, shall in all circumstances be deemed to have accrued for purposes of any statutes of limitation no later than the date of Engineer's last invoice concerning the Project. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective partners, joint ventures, principals, heirs, estates, personal representatives, successors and assigns; but except as expressly provided for herein, this Agreement is not intended to bestow any rights on any third parties.

We hope this proposal meets with your approval and look forward to receiving your authorization to proceed. If you have any questions or comments, please feel free to call.

Sincerely,



Stephen R. Zajicek PE
Principal / Project Director

D I V I D E R S H E E T

COUNCIL AGENDA

March 09, 2021

TO: The Honorable Mayor and City Council

SUBJECT: Authorize Work by SCS. Engineers – Nixon Yard Investigation

INTRODUCTION

The City performed a facility condition assessment in 2018 with ISES. The assessment was a broad inspection of every facility the City operates. Based on this data, City staff were able to identify locations that warrant the development of strategic infrastructure plans prior to improvements, including the Nixon Yard. Before we can proceed with the strategic infrastructure plan of the Nixon Yard, a geotechnical investigation is required. SCS Engineers has submitted a proposal for this work.

STATEMENT OF FACT

The City has utilized solid waste and environmental consultant services from SCS Engineers for over a decade. They have previously completed investigations of the Nixon Yard, including several associated with underground tanks that had been removed. SCS also conducted monitoring during trenching activities conducted for the installation of a propane pipeline for motor vehicle use near the entrance to the Nixon Yard.

The trenching reportedly identified debris and odors during installation. Geologic logs for borings installed during those investigations indicated the presence of debris (wood, etc.) indicative of past disposal activities. Monitoring completed by SCS indicated the presence of debris consisting of concrete, asphalt and pieces of drywall and metal within the trench and in excavated materials stockpiled along the trench. However, SCS did not identify any odors, staining or other indications of the presence of hazardous materials. SCS did not identify concentrations of methane above one percent by volume during trenching operations.

SCS had also previously conducted a soil vapor survey at the Nixon Yard, where, 12 samples were also analyzed for methane gas. Concentrations of methane gas ranged from below the limits of detection to 1.9 percent by volume. All concentrations were below the lower explosive limit for methane of 5 percent by volume. SCS also conducted monitoring every 30 minutes during pipeline installation work on July 24 and 25, 2002. No concentrations of methane were measured above one percent by volume; therefore the monitoring frequency was decreased to twice per day (morning and afternoon) and continued from July 26, 2002, until the trench was backfilled on July 30, 2002.

Before the City can consider renovations and upgrades to the Nixon Yard, further geotechnical investigation is required. The objective of the proposed investigation is to make informed decisions and identify the following: the extent of the fill material under the Nixon Yard (both lateral and vertical), possible contaminants associated with the fill, obtain preliminary geotechnical information, and assess the potential for methane gas accumulation.

The proposed scope of work is to collect background information by reviewing historical records of the site, conduct preliminary borings and methane gas assessment, conduct soil borings, and preparation of a subsurface investigation report and geotechnical report. It is anticipated that review of the historical records will delineate the extent of waste at the site. The initial borings and methane gas assessment will consists of drilling a minimum of eight soil borings of a depth of up to 20 feet below ground surface. The cores will be inspected to identify fill materials and assess the depth at which the materials are encountered. At completion, the borings will be converted to temporary methane gas probes. These methane gas monitoring locations will be monitored for pressure, methane, carbon dioxide, and oxygen by SCS staff. The environmental/geotechnical soil borings will be used to obtain soil samples below the fill material to be able to characterize the soil and collect preliminary geophysical characteristics.

SCS Engineers has the required licenses and experience to perform all aspects of the proposed scope of work. The proposal has a fixed fee schedule not-to-exceed \$56,885. Staff recommends that the work be authorized under their on-call agreement. A copy of their proposal is attached. There are adequate funds in the Strategic Infrastructure Plan capital project account for this work.

RECOMMENDATION

Staff recommends that the City Council:

1. Authorize the "Nixon Yard Investigation" per the SCS Engineers proposal dated February 25, 2021 in an amount not-to-exceed \$56,885, and authorize the City Manager to sign the proposal.


Lisa Ann Rapp
Director of Public Works


Thaddeus McCormack
City Manager

February 25, 2021
Proposal No. 010188221

By Email (lrapp@lakewoodcity.org)

Ms. Lisa Rapp
City of Lakewood Public Works Department.
5050 North Clark Avenue
Lakewood, California 90712

Subject: Nixon Public Works Yard, 6929 Nixon Street, Lakewood, CA (Assessor Parcel Number [APN]: 7063-001-900)

Dear Ms. Rapp:

As a follow up to our telephone conversation on February 4, 2021, this letter serves as SCS Engineers' (SCS) proposal and cost estimate to conduct an investigation at the above-referenced Public Works Yard in Lakewood (the "Property"). Background information and our proposed scope of services is provided below.

BACKGROUND

The City of Lakewood Nixon Public Works Yard (Nixon Yard) consists of approximately four acres of land located at 6929 Nixon Street in the City of Lakewood. The yard lies between the intersection of Nixon Street and Shadeway Road and the San Gabriel River and consists of an asphalt paved yard with several single story warehouse type buildings. A park (Monte Verde Park) lies to the south and the San Gabriel River lies to the east. Reportedly, the area of the Nixon Yard had historically been used for disposal purposes, with disposal activities ceasing in the 1950's. Records regarding the types of materials disposed, depth and extent of fill are not available. The former disposal site is listed on the California Department of Resources Recycling and Recovery (CalRecycle) Solid Waste Information system (SWIS), with an identification number of 19-AA-5758.

Previous Investigations

SCS has completed previous investigations at the Nixon Yard, including several associated with underground tanks that had been removed. Geologic logs for borings installed during those investigations indicated the presence of debris (wood, etc.) indicative of past disposal activities. SCS also conducted monitoring during trenching activities conducted for the installation of a propane pipeline for motor vehicle use near the entrance to the Nixon Yard. The trenching reportedly identified debris and odors during installation. Monitoring completed by SCS indicated the presence of debris consisting of concrete, asphalt and pieces of drywall and metal within the trench and in excavated materials stockpiled along the trench. However, SCS did not identify any odors, staining or other indications of the presence of hazardous materials. SCS did not identify concentrations of methane above one percent by volume during trenching operations.

SCS had also previously conducted a soil vapor survey at the Nixon Yard, where, 12 samples were also analyzed for methane gas. Concentrations of methane gas ranged from below the limits of



detection to 1.9 percent by volume. All concentrations were below the lower explosive limit for methane of 5 percent by volume.

SCS also conducted monitoring during was conducted every 30 minutes during pipeline installation work on July 24 and 25, 2002. No concentrations of methane were measured above one percent by volume; therefore, as indicated in the work plan, the monitoring frequency was decreased to twice per day (morning and afternoon) and continued from July 26, 2002, until the trench was backfilled on July 30, 2002.

The Local Enforcement Agency (LEA), Los Angeles County Department of Public Health conducts annual inspections of the site, although those inspections appear to be limited to the adjacent Monte Verde Park. No violations or indications of surface cracking or settling were observed by the LEA during the last inspection completed on February 28, 2020.

PROJECT UNDERSTANDING

It is our understanding that the City is considering renovations/upgrades to the Nixon Yard. Proposed improvements are unknown, but are assumed to consist of new buildings along with appurtenant construction such as paving, hardscaping, landscaping, fencing, etc. We have assumed that future construction would consist of slab-on-grade construction (i.e., no basements). The objective of this proposed investigation is to collect data that can be used to make informed decisions regarding future renovations and is meant to identify the following:

- Extent of fill material (both lateral and vertical).
- Possible contaminants associated with fill.
- Obtain preliminary geotechnical information.
- Assess the potential for methane gas accumulation.

SCS developed a scope of work designed to meet these objectives. Our proposed scope of work is provided below.

PROPOSED SCOPE OF WORK

The proposed scope of work will consist of completion of the following Tasks:

- Task 1 – Collection of Background Information
- Task 2 – Preliminary Borings/Methane Gas Assessment
- Task 3 – Soil Borings
- Task 4 - Reporting

Each of these Tasks is described further below

Task 1 – Collection of Background Information

The initial Task will consist of collecting background information for the site, which will include:

- Request/review records maintained by the LEA for the Site
- Request/review records maintained by CalRecycle.
- Review records maintained by the City of Lakewood.
- Review historical aerial photographs to identify possible disposal areas
- Review boring logs and other in house information from previous SCS investigations.

It is anticipated that these records will allow us to identify prior investigations and/or maps that delineate the extent of waste at the site. Note that this data may influence the additional tasks discussed below.

Task 2 – Preliminary Borings/Methane Gas Assessment

Our proposed initial assessment will consist of drilling a minimum of eight soil borings on the site to a depth of up to 20 feet below ground surface. Those borings will be continuously cored so that lithology and fill materials can be assessed. SCS will inspect the cores to identify the presence of fill materials and assess the depth at which native materials are encountered. To the extent possible, proposed borings/probe locations will be uniformly distributed throughout the Nixon Yard, but may be altered depending upon information obtained during Task 1.

At completion, select borings will be converted to temporary multiple completion (up to three) methane gas probes. Data collected pursuant to this assessment can be used in the design and development of building protection systems, if warranted. Each of the triple-completion set of probes will be constructed with up to three distinct sampling implants placed at 5, 10, and 20 feet bgs. Each sampling implant will be connected to the surface with new Nylaflow tubing. Once constructed, the surface of each probe set will have three pieces of sampling tubing extending above the ground, wrapped and tied to a surveying stake and marked with a traffic cone (provided by the City). The ends of the tubing will be sealed with a valve and appropriately labelled.

Within three days of installation, each implant at each methane monitoring location will be monitored for pressure, methane, carbon dioxide, and oxygen by SCS staff using portable field equipment; subsequent probe monitoring will occur at least two days later. In total, each implant will be monitored for subsurface gases on two occasions.

We have assumed that all eight (8) continuously cored boreholes/methane gas probes can be installed in one day. In the event that drilling proceeds rapidly and the eight probes are installed in less than one working day, additional borings may be continuously cored to provide more coverage across the Nixon Yard.

As required by law, SCS will contact Underground Service Alert a minimum of three working days prior to initiating the investigation. A geophysical clearance of all boring locations will also be conducted prior to initiating subsurface activities. Prior to implementing the work, a Site-Specific Health and Safety Plan will be prepared. This plan will be in effect during all proposed work at the Nixon Yard.

Information obtained as part of these preliminary borings and methane gas assessment will be used to guide subsequent Tasks. As such, the scope of work for subsequent Tasks is subject to change based on the findings of Task 2.

Task 3 –Environmental/Geotechnical Soil Borings

Soil borings will be used to obtain the following information:

- Collect soil samples outside of, and below fill material, to characterize native soils
- Collect preliminary geophysical characteristics (to be subcontracted to Associated Soils Engineering – ASE)

The area of proposed development has been located on the Los Alamitos Quadrangle Seismic Hazards Map and located within a "Seismic Hazards Zone" or "Zone of Required Investigation" as defined in the Seismic Hazards Mapping Act of the State of California Division of Mines and Geology. The specific seismic hazard is the potential for liquefaction. As a portion of a project investigation, the geotechnical consultant of record is generally required to determine the need for mitigation of potential ground displacements due to liquefaction. In order to address liquefaction potential, exploration to a minimum depth of 50 feet below grade is required. For the purpose of this proposal and to cover the entire site, ASE is proposing ten (10) borings for the new improvements, with at least two to a minimum depth of 50 feet, with the others extending to a depth of 25 to 50 feet. ASE will perform the drilling in coordination with SCS to allow for environmental sampling from the same exploratory borings.

Prior to conducting the investigation, ASE will review all available geotechnical data on and adjacent to the site and transfer all existing data to the latest grading plans. A reconnaissance with the project manager will be conducted to establish location and accessibility of planned borings. In general, borings will be placed throughout the site at accessible locations. Locations may be altered based on information obtained during Task 1 or as required for geotechnical purposes.

Soil Sampling

Borings will be drilled by ASE for both environmental and geophysical purposes, with both SCS and ASE present to log and collect information from the borings. A truck-mounted hollow stem auger drill rig will be deployed to determine general subsurface conditions and to delineate any other soil and geologic parameters that may affect the proposed development/renovations.

Please note, as noted above, boring locations are subject to change based on information obtained during Tasks 1 and 2. Note that additional borings may be recommended that are beyond the scope of the services identified herein. Depths identified above are target depths; borings will extend to the target depth or refusal, whichever occurs first. We have assumed that unrestricted access to the Property will be provided for the drill rig, operator, ASE and SCS.

As part of this Task, SCS proposes to collect a maximum of 15 soil samples from the 10 soil borings at the Nixon Yard. All of the samples will be collected using a truck-mounted, hollow stem auger drill rig. Soil samples will be placed in a chilled cooler to be transported to a state-certified laboratory for analysis on a standard 5-day turnaround basis. Sampling will be conducted in accordance with generally accepted regulatory guidelines.

The soil samples will be selectively analyzed for total petroleum hydrocarbons (TPH) with carbon chain breakdown using EPA Method 8015M, Title 22 metals using EPA Methods 6010B/7000, and VOCs using EPA Method 8260B/5035. The total number of anticipated samples to be analyzed for each parameter are identified in the cost estimate below.

ASE will perform appropriate laboratory testing for determination of classification, in-situ density/moisture, consolidation, shear strength, grain size analyses, expansion and corrosive characteristics of soil and bedrock materials as necessary to supplement any existing data.

As part of the scope of work, ASE will also excavate and log one (1) additional exploratory boring to a depth of five (5) feet bgs. A field percolation test will be performed in the boring utilizing water available onsite or imported to the site, in accordance with the County of Los Angeles Department of Public Works Administrative Manual GS200.2 guidelines. Additional percolation testing may be required at a later date when precise locations of infiltration devices are known.

As the area is in an area of shallow ground water, each of the borings will be backfilled with bentonite slurry and the native materials from the boring placed in 55 gallon drums and removed by ASE personnel, and capped with cold patch asphalt or "Rapid-set" concrete, as necessary to match existing. Please note that surface completions will not match surrounding in terms of color, texture, or height. For the purpose of this proposal, it is assumed that the drilling can be completed in three (3) days.

Task 4 - Reporting

As part of this effort, SCS envisions that two separate reports will be prepared:

- Subsurface investigation report prepared by SCS
- Geotechnical report prepared by ASE

Subsurface Investigation Report

Following receipt of all analytical data, SCS will prepare a report that summarizes the results of the soil and methane gas investigation. The report will provide background information, a description of methods used to collect samples, a summary of data, comparison to regulatory limits, and appropriate conclusions and recommendations. The report will also include supporting documentation such as boring logs, figures, analytical summary tables, laboratory reports, and chain-of-custody forms. The report will also provide a tabulation of the data obtained from the methane gas monitoring efforts, summarizing the highest methane design concentration and soil gas pressure detected. To the extent possible, SCS will identify the limits of fill material on the Nixon Yard, based on field observations and information obtained as part of Task 1. Data gaps or recommendations for additional investigation will also be identified and presented. A final report will be submitted to the client approximately four to five weeks after fieldwork has been completed. The final Subsurface Investigation report will be signed and stamped by a California-licensed professional.

Geotechnical Report

Completion of the field exploration, laboratory testing, analysis and report preparation would require approximately four to five weeks from the date of exploration, assuming no significant delays occur due to weather or changes in scope. Verbal input concerning the project would be available four to five working days after site exploration.

Fee Schedule

In order to complete the scope of work described above, SCS proposes the following fee schedule:

	Rate	Unit(s)	Number	Amount
<u>Task 1 - Background Information</u>	\$5,000	each	1	\$5,000
<u>Task 2 - Preliminary Borings/Methane Gas Investigation</u>				
Premark borings, notify Digalert, and geophysical survey	\$900	each	1	\$900
SCS Field Personnel for Oversight of Field Activities	\$1,300	per day	1	\$1,300
Methane Probe Installation (Direct push rig) , Equipment, Supplies, Etc.	\$3,000	each	1	\$3,000
Monitoring of Methane Gas Probes (two events)	\$500	per event	2	\$1,000
Field equipment/supplies/vehicle	\$200	per day	3	\$600
Drum cuttings/disposal (1 drum)	\$310	each	1	\$310
<u>Task 3 - Environmental/Geotechnical Soil Borings</u>				
Premark borings, notify Digalert, and geophysical survey	\$900	each	1	\$900
Drilling Costs and ASE Field Reconnaissance/Exploration	\$18,500	each	1	\$18,500
SCS Field Personnel for Oversight of Field Activities	\$1,300	per day	3	\$3,900
Field equipment/supplies/vehicle	\$200	per day	3	\$600
Percolation/Infiltration Testing	\$1,500	each	1	\$1,500
Soil Samples (Normal turn around):				
TPH carbon chain (EPA 8015M)	\$90	each	15	\$1,350
VOCs (EPA 8260B)	\$150	each	15	\$2,250
Title 22 Metals (EPA 6010/7000)	\$105	each	15	\$1,575
Geotechnical laboratory analyses	\$3,900	each	1	\$3,900
<u>Task 4 - Summary Reports</u>				
Subsurface Investigation Report	\$2,800	each	1	\$2,800
Geotechnical Report	\$2,500	each	1	\$2,500
<u>Coordination, Administration and Management</u>	\$5,000	each	1	\$5,000
Total Estimated Cost				\$56,885

SUMMARY

The cost to complete the Phase II investigation services as outlined above is \$56,885. This work will be completed as follows:

- Task 1 – Collection of Background Information - \$5,000 (Time and Materials Basis)
- Task 2 – Preliminary Borings/Methane Gas Assessment - \$7,110 (Fixed Fee)
- Task 3 – Environmental/Geotechnical Soil Borings - \$34,475 (Fixed Fee)
- Task 4 – Reporting/Coordination and Administration- \$10,300 (Fixed Fee)

This proposal is based on the following assumptions:

- Records from the City and LEA are readily available and will be provided to SCS at no cost.

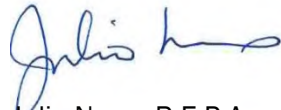
- City provides boring logs and/or previous geotechnical investigations for the Nixon Yard or nearby sites.
- Access to the site will be provided as needed without restriction
- Work will be completed during normal working hours
- Borings/probes can be installed as described above in Tasks 2 and 3.
- Client identifies utilities, pipelines and other subsurface obstructions on the Property.
- Target depths of borings will be reached without refusal.
- Surface is paved with asphalt and can be repaired with cold patch
- Scope does not include attendance at meeting or telephone conference calls
- Drums Soil cuttings can be disposed as non hazardous waste.

Depending on the results of the proposed investigation, additional investigation may be warranted and recommended.

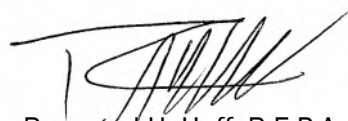
If this proposal meets with your approval, please provide an authorization to proceed, which we assume will be in the form of a work order issued by the City of Lakewood. Work will be conducted in accordance with the terms and conditions of our existing agreement for professional services. This proposal is valid for a period of 30 days from the date of submittal.

Should you have any questions, please contact either of the undersigned at (562) 426-9544.

Regards,



Julio Nuno, R.E.P.A.
Senior Vice President
SCS ENGINEERS



Raymond H. Huff, R.E.P.A.
Vice President
SCS ENGINEERS

D I V I D E R S H E E T

COUNCIL AGENDA

March 09, 2021

TO: The Honorable Mayor and City Council

SUBJECT: Authorize Work by D7 Consulting Inc. – Roof Replacements

INTRODUCTION

The City performed a facility condition assessment in 2018 with ISES. The assessment was a broad inspection of every facility the City operates. Based on the initial assessment findings, it was determined that a more comprehensive evaluation of the electrical, roof, and mechanical systems were needed to ensure the safety and long-term viability of each facility. The roof systems evaluations were performed in 2019 by our on-call roofing consultant D7 Consulting Inc. D7 Consulting Inc. has now submitted a proposal for all the necessary design and quality assurance inspection services for the roofing improvements at several City sites.

STATEMENT OF FACT

D7 Consulting Inc. have provided roofing inspection and consulting services on a number of past projects as a consultant with the City. Their work is performed on a time and material basis, under D7 Consulting Inc.'s standard rate schedule, with cost proposals submitted prior to work authorization. Most recently, they performed the evaluation of our City roof systems.

The roofing projects have been selected from the recommendations of both ISES and D7. Using the more in-depth D7 evaluations, the ISES reports have been reassessed and were used to inform the Roof Maintenance and Repair section. Overall a roof should last anywhere from 10 – 25 years depending on the type of roof and setting. Priority facilities requiring a reroof are Arbor Yard Water Office and Print Shop, Bloomfield Park, the Centre, City Hall, and San Martin.

As part of the CIP program recommended through the Facilities Condition Assessment, funds have been appropriated for roofing improvements. Before Public Works can advertise a Public Works Contract for the roofing improvements, we need a complete set of plans and technical specifications, list of bid items, proposed design and project schedules and a construction cost estimate. D7 Consulting Inc. has submitted a proposal for the necessary design work, as well as assistance during construction such as on-site daily quality assurance inspection, review of submittals, change orders, pay requests and final punch list. The proposal is not-to-exceed \$206,225 for all project sites.

Arbor Yard Water Office	\$25,025
Arbor Yard Print/Meter Shop	\$28,725
Bloomfield Park Activity Building	\$35,550
The Centre	\$52,375
City Hall	\$39,700
San Martin	\$24,850
TOTAL	\$206,225

Authorize Work by D7 Consulting Inc.
Roof Replacements
March 09, 2021
Page 2


The attached amendment to the existing on-call agreement increases the Not-to-Exceed limit to allow for the work to commence. There are adequate funds in the Roof Replacement capital project account for this work.

RECOMMENDATION

Staff recommends that the City Council:

1. Approve the amendment to the on-call consulting agreement with D7 Consulting Inc. for roof warranty and inspection services for a one-year period ending June 30, 2021, in an amount Not-To-Exceed \$250,000, and authorize the Mayor and City Clerk to sign the amendment in a form as approved by the City Attorney.
2. Authorize the "Design, CA & Quality Assurance Proposal – Roof Replacements" per the D7 Consulting Inc. proposal dated March 03, 2021 in an amount not-to-exceed \$206,225 and authorize the City Manager to sign the proposal.


Lisa Ann Rapp
Director of Public Works


Thaddeus McCormack
City Manager



Your Building Envelope Consultant

1000 Dove Street, Suite 102
Newport Beach, CA 92660
Phone: (949) 955-2777
www.d7consulting.com

March 3, 2021

Ms. Samantha Chambers
City of Lakewood Public Works
5050 Clark Avenue
Lakewood, CA 90712

Reference: Design, CA & Quality Assurance Proposal – Roof Replacements
City of Lakewood
Lakewood, CA

Dear Ms. Chambers:

Pursuant to your request, D 7 CONSULTING INC. is pleased to provide you with this Proposal for the roof replacements referenced above. Please review the following to ensure the services proposed are acceptable.

PROJECT DESCRIPTION

The project consists of six (6) roof replacements on various buildings in Lakewood, CA. See below for the specific addresses.

- 1) **Arbor Yard – Water Office – 5812 Arbor Rd.**
- 2) **Arbor Yard – Printer/Meter Shop – 5812 Arbor Rd.**
- 3) **Bloomfield Park – Activity Building – 21420 Pioneer Blvd.**
- 4) **The Centre – 5000 Clark Avenue**
- 5) **City Hall – 5050 Clark Avenue**
- 6) **San Martin – Control Building – 5231 Ocana Avenue**

D 7 CONSULTING INC. SCOPE OF WORK

D 7 will provide Specifications and Details related to Roof Replacements of the above referenced six (6) roofs.

PHASE I – Design and Bidding related to the Roof Replacement:

1. D 7 will develop comprehensive **Specifications** for the purpose of outlining the Scope of Work, Materials, Application Procedures and General Specification Sections pertaining to the project. The Specifications will include, but are not limited to the following:

- | | |
|--------------------------------|----------------------------|
| ✓ Quality Assurance; | ✓ General Conditions; |
| ✓ Material Requirements; | ✓ Contractor Requirements; |
| ✓ Bid Proposal; | ✓ Unit Price Requirements; |
| ✓ Coordination and Scheduling; | ✓ Application Procedures; |

2. D 7 will conduct a **Pre-Bid Conference**. The meeting will entail the following:
 - a. Meet at the job site with all bidding Contractors and Owner's Representative;
 - b. Conduct and document the meeting to ensure each bidding Contractor's understanding of the scope of work and bid requirements;
 - c. Issue the minutes of the meeting to all parties involved in order to document any modifications, changes or additions to the specifications;
 - d. Provide Addendums as required during the bid process.
4. D 7 will assist the Client by reviewing the bids, providing a spreadsheet of the costs and Unit Prices and providing a written recommendation as to the award of contract based upon the overall pricing, schedule submitted by the contractor and Unit Price requirements.

PHASE II – Construction Administration:

1. A D 7 Consultant will review **Submittals & RFIs** and provide response to the roofing related material submittals for systems specified by D 7, review and respond to Shop Drawings and subsequent RFIs submitted by the Contractor in regards to the roofing applications specified by D 7.
2. D 7 will perform a **Pre-Job Conference**. The meeting will entail the following:
 - a. Meet at the job site with the Contractor awarded the project along with the Manufacturer's Representative, Owner and all other Subcontractors;
 - b. Review all approved material submittals, application techniques and/or requirements;
 - c. Establish working schedule, staging areas and review all project specific requirements or restrictions;
 - d. Document the minutes of the meeting and issue to all parties.
3. D 7 will provide **Progress Site Meetings**:
 - a. The project Consultant shall meet at the jobsite six (6) times to audit ongoing roofing installations. D 7 will issue the minutes of the meeting to all parties involved in order to document any modifications, changes or resolution of issues that occur during the ongoing roofing project.
4. D 7 will conduct the **Final Roof Review**. This includes the following:
 - a. Upon notification from Ensemble Real Estate Solutions, a Final Review is conducted;
 - b. A written Report will be developed noting items unfinished or incomplete prior to final acceptance of the project;
 - c. The Final Review will be conducted with all concerned parties i.e., Manufacturer's Representative, Roofing Contractor, Ensemble Real Estate Solutions, etc.

PRICING FOR ROOF REPLACEMENT

1)	Arbor Yard – Water Office – 5812 Arbor Rd.	\$25,025.00
2)	Arbor Yard – Printer/Meter Shop – 5812 Arbor Rd.	\$28,725.00
3)	Bloomfield Park – Activity Building – 21420 Pioneer Blvd.	\$35,550.00
4)	The Centre – 5000 Clark Avenue	\$52,375.00
5)	City Hall – 5050 Clark Avenue	\$39,700.00
6)	San Martin – Control Building – 5231 Ocana Avenue	\$24,850.00

TOTAL PRICE: \$ **206,225.00***

***These numbers are based on roof surveys that were completed in 2019. Full Time Quality Assurance are included, however the number of days is based upon standard time frame for construction. The Contractors's awarded may reduce the number of days or increase the number of days based upon their manpower and method of application. D 7 will only charge for the number of days that are required. If the number of days will exceed the estimated cost, D 7 will notify the client and will not perform Quality Assurance without prior written approval.**

PHASE III – Quality Assurance Observation:

1. D 7 will provide an on-site Quality Assurance Observer included in the consultant fee listed above and will monitor and document the construction process as it pertains to the roofing application. D 7 will note any items of the overall assembly that are not applied or constructed per the specifications and drawings. D 7 will notify the appropriate parties (General Contractor, Architect, Subcontractor, etc.) so they may assure proper application procedures are followed and that criteria for validation of Manufacturer's warranties are met.

Price for this Service exceeding the base fee will be: \$ 750.00 per day**

NOTE:

Electronic Testing can be provided for completed roof system. D 7 can provide a cost to perform this work upon request.

Thank you for the opportunity to issue this Proposal for Consulting Services. Please contact me at your convenience if you have any questions or would like to discuss this Proposal.

D 7 NOTES:

- Note #1:** D 7 has **not** included services and fees for exterior wall waterproofing systems and door/window flashing components on the building. D 7 has **not** included interior kitchen or bathroom systems related to waterproofing. No plaster or other exterior skin components are included.
- Note #2:** In the event of future work on the project and at additional fees, D 7 can perform site visits; they shall consist of meetings at the project to review questions, concerns or non-compliant work related to roofing and waterproofing components on the day of each visit. D 7 will also review and document the roofing and waterproofing application on the day of each visit, provide assistance with moisture tests on substrates prior to application of roofing and waterproofing components when necessary, and review mock-up of/or preliminary installations of the roofing and waterproofing components.
- Note #3:** Site Visits or Punchlists do not represent approval or acceptance of roofing installations. Work installed prior to or after the date on which visit occurred cannot be reviewed with regard to substrate conditions, installation procedures or system attachment. Incomplete work, improper work or any component not reviewed prior to the actual day of each visit is not the responsibility of D 7.
- Note #4:** D 7 recommends Full-time Quality Assurance Observation in order to provide complete documentation of work related to roofing.
- Note #5:** Final Reviews are only performed on work in which D 7 provided Full-time Quality Assurance Observation.

TERMS & CONDITIONS

D 7 must have fully executed proposal or contract for work prior to commencement of services for the project. The D 7 Terms & Conditions must be incorporated into, by reference, or included as an attachment to any contract created by or issued by the client.

Payment terms shall be Net Thirty (30) days from **DATE OF INVOICE**. Any other terms agreed to shall be clearly depicted within a separate contract document and must be agreed to by D 7 prior to commencement of any services on the project.

Payments made after requirement listed above or agreed upon shall incur additional cost of 3% of invoice total.

Late payment of invoices shall be cause for D 7 to stop services on the project. Work will commence when all payments due are current.

D 7 can terminate services on any portion of the project provided we have notified the client in advance no less than 30 days.

D 7 is not responsible for any 3rd party dispute. Payment of services is required regardless of client or other party entering into mediation or arbitration during the work or after the completion of the project.

D 7 reserves the right to file liens on all projects in an effort to secure payment in a timely manner. Releases or waivers shall be furnished upon payment of services in full.

Quality Assurance Observer (QAO) daily rate is based on four (4) hours or more per day. Half (1/2) day rate will be charged on QAO under four (4) hours. Holidays are billed at two times (2) the daily rate. Holiday Weekends are billed at one and one half times (1 1/2) the daily rate. QAO in excess of eight (8) hours per day and/or forty (40) hours per week will be billed at one and one half times (1 1/2) the standard rate. A Show Up fee of a quarter (1/4) the Daily rate will be incurred for days when the QAO arrives at the jobsite as scheduled and no work is performed.

All Consulting services performed for the above referenced project, at the request of the client, and not specifically outlined herein, will be billed at the rate of \$250.00 per hour.

D 7 reserves the right to increase the fees listed in this proposal based upon any request for insurance certificates or indemnifications above and beyond our standard coverage. D 7 will provide the Client with a breakdown of the cost, if any, and proceed only after receiving written authorization from the Client.

The Consultant will not be a constructor, thus will not participate in any construction contracts under the project. The Consultant will work with the Project Team and monitor the Roofing & Waterproofing Contractor that has been retained to perform the specified scope of work.

Limitations On Consultant's Responsibility, Indemnity & Insurance

Client acknowledges that Consultant is performing professional services on behalf of Client and in the event claims, losses, damages or expenses are caused by the negligence of Consultant or Client or both, Client agrees to indemnify and hold harmless Consultant, and Consultant's officers, employees, agents and representatives, from and against liability for all Professional Liability claims, losses, damages and expenses whether or not insured, including reasonable attorney's fees.

This Proposal is good for 60 days from date listed above. If after 60 days the Client requests services outlined within this Proposal, D 7 shall review and provide revised pricing as necessary.

No changes/modifications may be made to this proposal without prior consent/agreement by both parties.

Agreed and accepted as of the first date set forth below.

Date: _____

Client Signature

Print Name

Company

Title

If signed by entity other than to which the proposal is addressed, please provide address, phone number and email address.

Address

Phone Number

Email Address

Date: _____

Principal's Signature

Joseph Daniels, President
Print Name

D 7 CONSULTING INC.

D I V I D E R S H E E T

Housing Successor

**CITY OF LAKEWOOD SUCCESSOR AGENCY - HOUSING
FUND SUMMARY 2/18/2021**

In accordance with section 2521 of the Lakewood Municipal Code there is presented herewith a summary of obligations to be paid by voucher 401 through 401. Each of the following demands has been audited by the Director of Administrative Services and approved by the City Manager.

3901	HOUSING SUCCESSOR AGENCY	250.00
		<hr/>
		250.00

Council Approval

Date

City Manager

Attest

City Clerk

Director of Administrative Services

**CITY OF LAKEWOOD SUCCESSOR AGENCY - HOUSING
SUMMARY CHECK REGISTER**

<u>CHECK #</u>	<u>CHECK DATE</u>	<u>VEND #</u>	<u>VENDOR NAME</u>	<u>GROSS</u>	<u>DISC.</u>	<u>CHECK AMOUNT</u>
401	02/18/2021	40572	CHICAGO TITLE CO	250.00	0.00	250.00
Totals:				<u>250.00</u>	<u>0.00</u>	<u>250.00</u>