

CITY OF LA PUENTE
PUBLIC PARTICIPATION IN MEETINGS DUE TO COVID-19

Given current Covid-19 restrictions and social distancing guidelines issued by federal, state and local agencies, the City has implemented the following procedures for participation in City Council meetings, until further notice. Members of the City Council/Successor Agency may participate from a remote location via teleconference.

How to Listen Live to the Meeting

Live Audio/Video: Visit the City's website at <https://lapuente.org/agenda/>. Click on "View Event" for the current meeting to view it live.

Additionally, the City offers live by phone "listen only" lines in English and Spanish.

For English: Please dial (408) 650-3123 and enter the following access code: 731-551-669.

For Spanish: Please dial (646) 749-3122 and enter the following access code: 225-262-461.

How to Submit Public Comment

Please note that all comments are subject to the same Rules of Decorum as would otherwise apply to speakers at City Council meetings.

In Person: Public comment may be provided in-person at City Hall, 15900 E. Main Street. Due to Covid-19 restrictions, speakers will not be allowed to remain inside Council Chambers/City Hall to observe the meeting. Social distancing will be strictly enforced and all speakers must wear a face covering and submit to a temperature check, in accordance with the City's adopted Re-Opening Protocols.

In Writing: eComments may be submitted for a posted meeting via SpeakUp on the Agendas and Minutes page of the City's website at <https://lapuente.org/agenda/>. Simply click on "Click here for eComment". Please submit your eComment no later than 2 hours prior to the meeting start time.

Dadas las restricciones actuales de Covid-19 y las pautas de distanciamiento social emitidas por agencias federales, estatales y locales, la Ciudad ha implementado los siguientes procedimientos para la participación en las reuniones del Concejo Municipal, hasta nuevo aviso. Los miembros del Concejo Municipal/Agencia Sucesora pueden participar desde una ubicación remota a través de teleconferencia.

Cómo escuchar la reunión en vivo

Audio en vivo: visite el sitio web de la ciudad en <https://lapuente.org/agenda/>. Haga clic en "Ver evento" para ver la reunión en vivo.

Adicionalmente, la Ciudad ofrece líneas telefónicas de "solo escuchar" en vivo en inglés y español.

Para inglés: marque (408) 650-3123 e ingrese el siguiente código de acceso: 731-551-669.

Para español: marque (646) 749-3122 e ingrese el siguiente código de acceso: 225-262-461.

Cómo enviar comentarios públicos

Tenga en cuenta que todos los comentarios están sujetos a las mismas reglas que se aplicarían a los oradores en las reuniones del Concejo Municipal.

En persona: Los comentarios del público se pueden proporcionar en persona en el Ayuntamiento, 15900 E. Main Street. Debido a las restricciones de Covid-19, no se permitirá que los oradores permanezcan dentro de las Cámaras del Consejo/Ayuntamiento para observar la reunión. El distanciamiento social se aplicará estrictamente y todos los oradores deben cubrirse la cara y someterse a un control de temperatura, de acuerdo con los Protocolos de reapertura adoptados por la Ciudad.

Por escrito: Los comentarios electrónicos se pueden enviar a través de SpeakUp en la página de Agendas and Minutes del sitio web de la Ciudad en <https://lapuente.org/agenda/>. Simplemente haga clic en "eComment" para la reunión actual. Proporcione su eComment a más tardar 2 horas antes de la hora de inicio de la reunión.



NOTICE AND CALL OF MEETING
SPECIAL MEETING OF
LA PUENTE CITY COUNCIL AND SUCCESSOR AGENCY
COUNCIL CHAMBERS
15900 EAST MAIN STREET, LA PUENTE
SEPTEMBER 1, 2021, 3:00 P.M.

NOTICE IS HEREBY GIVEN that a Special Meeting of the City Council of the City of La Puente is hereby called to be held on Wednesday, September 1, 2021, commencing at 3:00 p.m., in City Council Chambers, 15900 E. Main Street, La Puente, CA 91744. The public will be provided an opportunity to provide public comment on the items listed on the agenda. The business to be discussed is as follows:

CALL TO ORDER

ROLL CALL

COUNCIL/AGENCY MEMBERS: Klinakis, Munoz, Argudo, Lewis and Quinones

PLEDGE OF ALLEGIANCE

ORAL COMMUNICATIONS

Pursuant to Government Code Section 54954.3(a), you may only address the City Council/ Successor Agency concerning any item that has been described in the notice for the special meeting. Please complete the Request for Oral Presentation form and submit it to the City Clerk no later than prior to the conclusion of the first speaker's remarks. (Ordinance No. 06-843.)

SPECIAL MEETING BUSINESS TO BE CONSIDERED BY THE CITY COUNCIL/SUCCESSOR AGENCY

SM-1 CONSIDERATION OF AWARD OF CONSTRUCTION CONTRACT TO TOWO ENTERPRISE INC. FOR THE MAINTENANCE YARD ACCESS ROAD AT LA PUENTE PARK IN THE AMOUNT OF \$588,155

Staff Recommendation: It is recommended that the City Council: (1) award the contract to TOWO Enterprise Inc. in the total amount of \$588,155; (2) authorize the City Manager to execute the Agreement and approve change orders up to 10% of the contract amount; and (3) adopt Resolution No. 21-5654 amending the adopted Capital Improvement Program Budget for Fiscal Year 2021-22 in the amount of \$139,970.

ORAL COMMENTS FROM COUNCIL/SUCCESSOR AGENCY

ORAL COMMENTS FROM STAFF

ADJOURNMENT

AVAILABILITY

Any writings or documents provided to a majority of the City Council/Successor Agency regarding any item on this agenda will be made available for public inspection at the City Clerk Department at City Hall located at 15900 E. Main Street and the Reference Desk at the Library located at 15920 E. Central during normal business hours. In addition, such writings and documents will be posted on the City's website at <http://www.lapuate.org>.

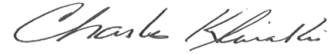
AMERICANS WITH DISABILITIES

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in a City meeting or other services offered by the City, please contact the City Clerk's Office at (626) 855-1500. Notification at least 24 hours prior to the meeting or time when services are needed will assist City staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting or service.

MEETING TIMES

Meetings of the City Council shall be adjourned no later than 10:30 p.m., unless a motion to supersede the 10:30 time limit to consider some or all of the remaining items listed on the Agenda, or to consider items which have been added to the Agenda in accordance with the provisions of the Ralph M. Brown Act, Government Code Section 54950, et seq., is approved by a majority of the members of the City Council. (Ordinance No. 95-727.)

Dated: August 31, 2021



Charles Klinakis, Mayor

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS
CITY OF LA PUENTE)

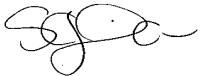
AFFIDAVIT OF POSTING

I, Sheryl Garcia, City Clerk for the City of La Puente, hereby certify that a copy of the Notice and Call of a Special Meeting, as amended, of the La Puente City Council, to be held on September 1, 2021, commencing at 3:00 p.m., was posted in accordance with all applicable laws and provided not less than twenty-four hours before the time of the meeting to the following:

Mayor/Chair Charlie Klinakis
Mayor Pro Tem/Vice Chair Valerie Munoz
Council/Board Member David E. Argudo

Council/Board Member Violeta Lewis
Council/Board Member Gabriel Quinones
San Gabriel Valley Tribune

I declare under penalty of perjury that the foregoing is true and correct. Dated this 31st day of August, 2021.



Sheryl Garcia, MMC, CPM
City Clerk



City of La Puente AGENDA REPORT

To: Mayor and City Council For meeting of: September 1, 2021

From: Bob Lindsey, City Manager

By: John Di Mario, Development Services Director
William C. Pagett, City Engineer

SUBJECT: CONSIDERATION OF AWARD OF CONSTRUCTION CONTRACT TO TOWO ENTERPRISE INC. FOR THE MAINTENANCE YARD ACCESS ROAD AT LA PUENTE PARK IN THE AMOUNT OF \$588,155

BACKGROUND

Included as part of the Park Master Plan is the construction of a new access road to the Maintenance Yard via Temple Avenue. With the next phase of the Park Master Plan focusing on the east side of the Park, this project will replace the existing roadway to the Maintenance Yard which currently derives access from Glendora Avenue through the Community Center parking lot.

DISCUSSION

The new roadway will provide a connection to Temple Avenue between the new skate park facility and the little league baseball field. The roadway will be a 24-foot wide concrete driveway approximately 630 feet long with rolled curbs to provide maintenance vehicles and equipment ease of access to both sides of the park from the service road. In addition to the new access road, the project will include water quality drainage improvements with a new Modular Wetlands System to capture and filter the initial stormwater run-off before entering a new proposed catch basin and ultimately the City's storm drain system. The project will also reconstruct the Maintenance Staff parking spaces adjacent to the softball field and a section of the Maintenance Yard pavement area. The Engineer's Estimate for construction was \$493,000.

The bid opening was conducted on August 12, 2021. The City received a total of eight (8) bids for the project. The results of the bids are as follows:

Towo Enterprise, Inc.	\$552,955.00
GMC Engineering Inc.	\$567,000.00
Vido Samarzich, Inc.	\$578,730.00
Wright Construction Engineering Corp.	\$596,559.00
FS Contractors	\$617,890.00
Roadway Engineering	\$634,532.00
Excel Paving	\$698,638.00
Minako America Corp	\$856,270.00

After the process of verifying the contractor's bid submittal, references were contacted for TOWO Enterprise Inc. References confirmed that the contractor's prior work was completed satisfactorily. TOWO Enterprise Inc. has been determined to be the lowest responsible bidder for the project.

The Project also included an Additive Alternate Bid Item for the removal/demolition of the existing access road from the Community Center Parking Lot to the new access road. TOWO submitted a bid amount of \$35,200 for the Additive Alternate work, which was comparable to all the bids received from the other contractors. Due to the necessity of removing the existing access road and the favorable bid pricing, staff is recommending the Additive Alternate work in the amount of \$35,200 also be included as part of the Project for a total construction cost of \$588,155.

Based on the scope of work, the Project should take approximately forty (40) working days to complete after the date the contractor is issued the notice to proceed. It is anticipated that the Project would commence in mid-September.

FISCAL IMPACT

This project is included in the Fiscal Year 2021-22 Capital Improvement Program Budget in the amount of \$590,000. Funding is distributed between Measure W in the amount of \$275,000 and the American Rescue Plan Act (ARPA) Fund in the amount of \$315,000. The design costs were paid in the prior Fiscal Year.

The bid schedules for construction of this Project total \$588,155. With a 10 percent (10%) project contingency of \$58,815, the total construction project budget is \$646,970. In addition, there are associated project costs for construction management, inspection, and material testing estimated at \$83,000. This brings the total project cost to \$729,970. In order to cover the total project cost, staff is requesting an additional appropriation of \$139,970 in ARPA funds.

There is no impact to the City's General Fund associated with this project.

RECOMMENDATION

It is recommended that the City Council: (1) award the contract to TOWO Enterprise Inc. in the total amount of \$588,155; (2) authorize the City Manager to execute the Agreement and approve change orders up to 10% of the contract amount; and (3) adopt Resolution No. 21-5654 amending the adopted Capital Improvement Program Budget for Fiscal Year 2021-22 in the amount of \$139,970.

ATTACHMENTS

Attachment "A": Agreement
Attachment "B": Resolution

CITY OF LA PUENTE
CONTRACT AGREEMENT
FOR
LA PUENTE COMMUNITY PARK
PUBLIC WORKS YARD ACCESS ROAD
IN THE CITY OF LA PUENTE

This contract agreement is made and entered into for the above-stated project this 1st day of September, 2021, by and between the City of La Puente, as AGENCY and TOWO Enterprise Inc., a California corporation, as Contractor.

WITNESSETH that AGENCY and Contractor have mutually agreed as follows:

ARTICLE I

The Contract Documents for the aforesaid project shall consist of the Notice Inviting Sealed Bids, Instructions to Bidders, Proposal, General Specifications, Standard Specifications, Special Provisions, Plans, and all referenced specifications, details, standard drawings, and appendices; together with this contract agreement and all required bonds, insurance certificates, permits, notices, and affidavits and also including any and all addenda or supplemental agreements clarifying, amending, or extending the work contemplated as may be required to ensure its completion in an acceptable manner. All of the provisions of said Contract Documents are made a part hereof as though fully set forth herein.

ARTICLE II

For and in consideration of the payments and agreements to be made and performed by AGENCY, Contractor agrees to furnish all materials and perform all work required for the above-stated project and to fulfill all other obligations as set forth in the aforesaid contract documents.

ARTICLE III

Contractor agrees to receive and accept the prices set forth in the Proposal as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid contract documents and also including those arising from actions of the elements, unforeseen difficulties, or obstructions encountered in the prosecution of the work and also including those arising from actions of the elements, unforeseen difficulties, or obstructions encountered in the prosecution of the work, suspension, or discontinuance of the work and all other unknowns or risks of any description connected with the work.

ARTICLE IV

AGENCY hereby promises and agrees to employ and does hereby employ, Contractor to provide the materials, do the work and fulfill the obligations according to the terms and conditions herein contained and referred to, for the prices aforesaid and hereby contracts to pay the same at the time, in the manner and upon the conditions set forth in the contract documents.

ARTICLE V

Contractor acknowledges the provisions of the State Labor Code requiring every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code and certifies compliance with such provisions. Contractor further acknowledges the provisions of the State Labor Code requiring every employer to pay at least the minimum prevailing rate of per diem wages for each craft classification or type of workman needed to execute this contract as determined by the Director of Labor Relations of the State of California.

ARTICLE VI

Contractor agrees to indemnify and hold harmless AGENCY and all of its officers and agents from any claims, demands, or causes of action including related expenses, attorney's fees, and costs based on, arising out of, or in any way related to the work undertaken by Contractor hereunder. In the event the insurance coverage is on a claims made basis the Contractor shall indemnify and hold harmless the AGENCY and all of its officers and agents from any and all claims, demands, or causes of action that arise after the expiration of the Contractor's current policy or after the service contract has ended, for any occurrences arising out of or any way related to the work undertaken by the Contractor. The liability insurance coverage values shall be:

<u>Insurance Coverage Requirements</u>	<u>Limit Requirements</u>
Comprehensive General Liability	\$1,000,000
Product/Completion Operations	\$1,000,000
Contractual General Liability	\$1,000,000
Comprehensive Automobile Liability	\$1,000,000

A combined single-limit policy with aggregate limits in the amount of \$2,000,000 will be considered equivalent to the required minimum limits. The issuer shall be an "admitted surety insurer" duly authorized to transact business under the laws of the State of California.

Acceptable insurance coverage shall be placed with carriers admitted to write insurance in California with a rating of A:VIII by A.M. Best & Co. Any deviation from this rule shall require specific approval in writing from the AGENCY.

Insurance shall name the City of La Puente, its officers, agents, and employees as additional insured by endorsement of the Contractor's policy. A copy of the endorsement, showing policy limits, shall be provided to the AGENCY on or before signing this contract.

ARTICLE VII

Contractor affirms that the signatures, titles, and seals set forth hereinafter the execution of this contract agreement represent all individuals, firm members, partners, joint venturers, and/or corporate officers having a principal interest herein.

ARTICLE VIII

BLANK

ARTICLE IX

Records and Audits. The Contractor shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the contract and such other records as may be deemed necessary by the AGENCY to assure proper accounting for all project funds, both federal and non-federal shares. These records will be made available for audit purposes to the AGENCY or any authorized representative and will be retained for 5 years after the expiration of this Contract unless permission to destroy them is granted by the AGENCY.

IN WITNESS WHEREOF, the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this contract agreement to be executed in duplicate by setting hereunto their names, titles, hands, and seals this _____ day of _____, 2021.

Contractor: _____
(Signature)

Name and Title (Printed) _____

Contractor's License No. _____

Agency Business License No. _____

Federal Tax Identification No. _____

Note: Contractor signature must be acknowledged before a Notary Public, and evidence of the authority of any person signing as attorney-in-fact must be attached.

AGENCY: _____
City Manager of the City of La Puente

Attested: _____
City Clerk of the City of La Puente

Approved
as to form: _____
City Attorney of the City of La Puente

FAITHFUL PERFORMANCE BOND
FOR
LA PUENTE COMMUNITY PARK PUBLIC WORKS YARD ACCESS ROAD
IN THE CITY OF LA PUENTE

KNOW ALL MEN BY THESE PRESENTS that TOWO Enterprise Inc. as
CONTRACTOR and _____,
a corporation organized and existing under the laws of the State of _____,
and duly authorized to transact business under the laws of the State of California, as SURETY, are held and firmly bound unto
the City of La Puente, as AGENCY, in the penal sum of Five Hundred Fifty-Two Thousand Nine Hundred Fifty-Five Dollars
(\$552,955.00), which is 100 percent of the total contract amount for the above-stated project, for the payment of which sum,
CONTRACTOR and SURETY agree to be bound, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas CONTRACTOR has been awarded and is about to enter
into the annexed Contract Agreement with AGENCY for the above-stated project, if CONTRACTOR faithfully performs and fulfills
all obligations under the contract documents in the manner and time specified therein, then this obligation shall be null and void,
otherwise it shall remain in full force and effect in favor of AGENCY; provided that any alterations in the obligations or time for
completion made pursuant to the terms of the Contract Documents shall not in any way release either CONTRACTOR or
SURETY, and notice of such alterations is hereby waived by SURETY.

IN WITNESS WHEREOF, three (3) identical counterparts of this instrument, each of which shall for all purposes be deemed an
original hereof, have been duly executed by Bidder and Surety, on the date set forth below, the name of each corporate party
being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing
body.

Dated: _____

BIDDER: Name: _____

Address: _____

By: _____
(Signature)

Type Name and Title _____

SURETY: Name: _____

Address: _____

By: _____
(Signature)

Type Name and Title: _____

Note: This bond must be executed in duplicate and dated, all signatures must be acknowledged before a Notary Public, and evidence of the authority of any person signing as attorney-in-fact must be attached.

MATERIAL AND LABOR BOND
FOR

LA PUENTE COMMUNITY PARK PUBLIC WORKS YARD ACCESS ROAD

IN THE CITY OF LA PUENTE

KNOW ALL MEN BY THESE PRESENTS that TOWO Enterprise Inc., as CONTRACTOR, and _____, a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business under the laws of the State of California, as SURETY, are held and firmly bound unto the City of La Puente, as AGENCY, in the penal sum of Five Hundred Fifty-Two Thousand Nine Hundred Fifty-Five Dollars (\$552,955.00), which is 100 percent of the total contract amount for the above-stated project, for payment of which sum, CONTRACTOR and SURETY agree to be bound, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas CONTRACTOR has been awarded and is about to enter into the annexed Contract Agreement with AGENCY for the above-stated project, if CONTRACTOR or any subcontractor fails to pay for any labor or material of any kind used in the performance of the work to be done under said contract, or fails to submit amounts due under the State Unemployment Insurance Act with respect to said labor, SURETY will pay for the same in an amount not exceeding the sum set forth above, which amount shall inure to the benefit of all persons entitled to file claims under the State Code of Civil Procedures; provided that any alterations in the work to be done, materials to be furnished, or time for completion made pursuant to the terms of the contract documents shall not in any way release either CONTRACTOR or SURETY, and notice of said alterations is hereby waived by SURETY.

IN WITNESS WHEREOF, three (3) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Bidder and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

BIDDER: Name: _____

Address: _____

By: _____
(Signature)

Type Name and Title _____

SURETY: Name: _____

Address: _____

By: _____
(Signature)

Type Name and Title: _____

Note: This bond must be executed in duplicate and dated, all signatures must be acknowledged before a Notary Public, and evidence of the authority of any person signing as attorney-in-fact must be attached.

RESOLUTION NO. 21-5654

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF LA PUENTE, CALIFORNIA, AMENDING THE
ADOPTED CAPITAL IMPROVEMENT PROGRAM
BUDGET FOR FISCAL YEAR 2021-2022**

WHEREAS, on May 25, 2021, the City Council approved and adopted the Fiscal Year (“FY”) 2021-22 capital improvement budget; and

WHEREAS, the City of La Puente has experienced various adjustments to changing conditions since the budget was adopted and needs to amend the budget to reflect these adjustments.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LA PUENTE
HEREBY FINDS, DETERMINES AND RESOLVES AS FOLLOWS:**

SECTION 1. The above recitals are true and correct and are incorporated herein by reference.

SECTION 2. The City of La Puente’s Capital Improvement Budget for Fiscal Year 2021-2022 is hereby amended to include an additional appropriation of \$139,970.00 from the American Rescue Plan Act (ARPA) Fund (263) for capital improvement costs at La Puente Park for the maintenance yard access road.

SECTION 3. The provisions of this Resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or its applicability to other persons or circumstances.

SECTION 4. That the City Clerk shall certify to the adoption of this Resolution and that the same shall be in full force and effect.

PASSED, APPROVED AND ADOPTED this 1st day of September, 2021, by the following vote:

AYES:	COUNCILMEMBERS:
NOES:	COUNCILMEMBERS:
ABSENT:	COUNCILMEMBERS:
ABSTAIN:	COUNCILMEMBERS:

Charlie Klinakis, Mayor

ATTEST:

Sheryl Garcia, City Clerk