

Gloria Olmos, Mayor
Richard Angel, Mayor Pro Tem
Manuel Acosta, Councilmember
Rudy Bojorquez, Councilmember
Hector Delgado, Councilmember



Rene Salas, City Manager
Anthony R. Taylor, City Attorney
Donna G. Schwartz, City Clerk
Masami Higa, Director of Finance

CITY OF SOUTH EL MONTE

REGULAR MEETING OF THE SOUTH EL MONTE CITY COUNCIL

AGENDA

November 14, 2023, 6:00 PM
1415 Santa Anita Avenue, South El Monte, CA 91733

PUBLIC COMMENT

To participate during public comment via teleconference, see below:

Link: <https://us02web.zoom.us/j/86581711880>

Webinar ID: 865 8171 1880

Or call in: 1 669 900 6833, when prompted, enter 86581711880#

LIVE STREAMING OF MEETINGS

The City of South El Monte live streams the City Council Meetings over the Internet at <https://www.cityofsouthelmonte.org/129/City-Council-Agendas-Minutes> after the meetings, recordings are immediately posted. NOTE: Your attendance at this public meeting may result in the streaming and recording of your image and/or voice.

AMERICANS WITH DISABILITIES ACT

In accordance with the Americans with Disabilities Act of 1990, if you require a disability-related modification or accommodation to attend or participate in this meeting, including auxiliary aids or services, please call the City Clerk's office at (626) 652-3180 or (626) 652-3121 at least 72 hours prior to the meeting.

GENERAL COMMENT

Members of the public wishing to submit a general comment or a comment on an agenda item, can email dschwartz@soelmonte.org or call (626) 652-3180 to leave a voicemail message. All comments received an hour before the scheduled meeting will be read during public comment and made part of the record.

MEETINGS

The City Council holds regular meetings on the second and fourth Tuesday of every month. Regular meetings start at 6 p.m. in the Council Chambers at City Hall, 1415 Santa Anita Avenue, South El Monte, California. Special and Adjourned Regular meetings start time are to be determined.

POSTING LOCATIONS OF AGENDA AND/OR CANCELLATION NOTICES

Regular meeting agendas will be posted at least 72 hours before the meeting (GC 54954(a)(1)).

Agenda and Cancellation Notices can be viewed online and are also posted at the following three (3) locations: City Hall located at 1415 Santa Anita Avenue, Senior Center located at 1556 Central Avenue and the Community Center located at 1530 Central Avenue, South El Monte, California.

VIEWING OF AGENDA PACKETS

Full agenda packet can be viewed either at www.cityofsouthelmonte.org/129/City-Council-Agendas-Minutes or in the City Clerk's Office during normal business hours Monday through Thursday 7:00 a.m. to 5:30 p.m. Closed on Fridays and major holidays.

ISSUES RELATED TO AGENDA

For issues related to the agenda, including a disability-related accommodation necessary to participate in this meeting, please contact:

Donna G. Schwartz, CMC, City Clerk
Ph (626) 652-3180
Cell (626) 274-4842

Robert Molina, Interim Deputy City Clerk
Ph (626) 652-3121
Cell (626) 374-1998

AGENDA BEGINS ON THE FOLLOWING PAGE

1. ROLL CALL

Councilmembers: Acosta, Bojorquez, Delgado, Mayor Pro Tem Angel, and Mayor Olmos

2. PLEDGE OF ALLEGIANCE

Mayor Pro Tem Angel

3. INVOCATION

Dr. Humberto Ramos, Epiphany Catholic Church

4. PRESENTATIONS

4.a. Proclamation Presented to Sandy Ross, President of California Protective Parents Association, Proclaiming November as " Family Court Awareness Month"

4.b. Presentation by Masami Higa, Director of Finance on the Fiscal Year 2023-24 1st Quarter Ended 9/30/23 Financial Update

5. APPROVAL OF THE AGENDA AND WAIVER OF FULL READING OF ORDINANCES

By motion of the City Council, this is the time to notify the public of any changes to the agenda, remove items from the consent calendar for individual consideration and/or rearrange the order of the agenda.

6. PUBLIC COMMENT

Speakers may provide public comments on any matter within the subject matter jurisdiction of the City Council, including items on the agenda. Each speaker will be limited to five minutes. Unless a majority of the Council objects, the Mayor may provide speakers more or less time to speak. All comments or queries shall be addressed to the Council as a body and not to any specific member thereof. Pursuant to Government Code Section 54954.2(a)(2), the Ralph M. Brown Act, no action or discussion by the City Council shall be undertaken on any item not appearing on the posted agenda, except to briefly provide information, ask for clarification, provide direction to staff, or schedule a matter for a future meeting.

7. CONSENT CALENDAR

Items on the consent calendar are considered to be routine and customary and are enacted by a single motion with the exception of items previously removed by a member of the City Council during "Approval of the Agenda" for individual consideration. Any items removed shall be individually considered immediately after taking action on the Consent Calendar.

CONSENT CALENDAR (CONTINUED)

7.a. CONSIDERATION AND APPROVAL OF THE REGULAR CITY COUNCIL MEETING MINUTES OF OCTOBER 24, 2023

Staff is requesting approval of Minutes for the October 24, 2023 Regular City Council meeting.

RECOMMENDED ACTION: Staff is requesting approval of Minutes for the October 24, 2023, Regular City Council meeting.

7.b. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 23-101, APPROVING WARRANTS FOR THE PERIOD OF OCTOBER 25, 2023, THROUGH NOVEMBER 14, 2023

Authorizing payment of City expenditures for the period of October 25, 2023 through November 14, 2023 totaling \$1,603,041.78

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 23-101, authorizing payment of City expenditures.

7.c. CONSIDERATION FOR AUTHORIZATION TO SEEK REQUEST FOR PROPOSALS (RFP) FOR TRAFFIC SIGNAL MAINTENANCE

Staff seeks City Council approval to issue Request for Proposals (RFP) for Citywide Traffic Signal Maintenance Services.

RECOMMENDED ACTION: Staff recommends City Council approve the RFP to solicit proposals from qualified firms to provide Citywide Traffic Signal Maintenance Services.

7.d. CONSIDERATION FOR AUTHORIZATION TO ADVERTISE FOR CONSTRUCTION BIDS – AQUATICS CENTER SWIMMING POOL REPLASTERING PROJECT

Staff seeks City Council approval to advertise for construction bids for the Aquatics Center Swimming Pool Replastering project.

RECOMMENDED ACTION: Staff recommends City Council approve the construction bid package to solicit bids for the Aquatics Center Swimming Pool Replastering project.

CONSENT CALENDAR (CONTINUED)

7.e. **CONSIDERATION AND APPROVAL OF RESOLUTION NO. 23-102, AWARDING A PROFESSIONAL SERVICES AGREEMENT (PSA) TO WEST COAST ARBORISTS, INC. FOR TREE MAINTENANCE SERVICES**

On September 12, 2023, the City Council approved the solicitation of written proposals for Citywide Tree Maintenance Services for the City of South El Monte. Three (3) proposals were received and evaluated by staff using the criteria listed on the Request for Proposal.

RECOMMENDED ACTION: Staff recommends City Council:

1. Find that the proposed action is not a project subject to the California Environmental Quality Act (CEQA) pursuant to Section 20165 of CEQA and Sections 15060(c)(2), 15060(c)(3), and 15378 of the State CEQA Guidelines and, as such, no environmental document pursuant to CEQA is required;
2. Adopt Resolution No. 23-102, awarding a Professional Services Agreement to West Coast Arborists, Inc. for Tree Maintenance Services in the amount of \$900,000; and
3. Authorize the City Manager or designee to negotiate and execute the agreement.

ENVIRONMENTAL ANALYSIS: The action proposed herein is not a project subject to the California Environmental Quality Act (CEQA) in accordance with Section 21065 of CEQA and State CEQA Guidelines Sections 15060(c)(2), 15060(c)(3), and 15378. Entering into an agreement for tree maintenance services is an administrative action that would not cause either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment. Therefore, the proposed action is not a “project” subject to CEQA, as defined in Section 21065 of CEQA and Section 15378 of the State CEQA Guidelines. Since the action is not a project subject to CEQA, no environmental document is required.

CONSENT CALENDAR (CONTINUED)

7.f. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 23-103, AWARDING A PROFESSIONAL SERVICES AGREEMENT (PSA) TO LOC ARCHITECTS FOR ARCHITECTURAL DESIGN SERVICES FOR NEW TEMPLE PARK MULTI-PURPOSE/ COMMUNITY ROOM, SNACK BAR, AND RESTROOM REHABILITATION

Staff seeks City Council approval to award a Professional Services Agreement (PSA) to LOC Architects for Architectural Design Services for New Temple Park Multi-Purpose/Community Room, Snack Bar, and Restroom Rehabilitation.

RECOMMENDED ACTION: Staff recommends City Council:

1. Find that the proposed action is not a project subject to the California Environmental Quality Act (CEQA) pursuant to Section 20165 of CEQA and Sections 15060(c)(2), 15060(c)(3), and 15378 of the State CEQA Guidelines and, as such, no environmental document pursuant to CEQA is required;
2. Adopt Resolution No. 23-103, awarding a PSA to LOC Architects for Architectural Design Services for New Temple Park Multi-Purpose/Community Room, Snack Bar, and Restroom Rehabilitation in the amount of \$138,400.00; and
3. Authorize the Mayor or designee to negotiate and execute the agreement.

ENVIRONMENTAL ANALYSIS: The action proposed herein is not a project subject to the California Environmental Quality Act (CEQA) in accordance with Section 21065 of CEQA and State CEQA Guidelines Sections 15060(c)(2), 15060(c)(3), and 15378. Entering into an agreement for architectural design services is an administrative action that would not cause either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment. Therefore, the proposed action is not a "project" subject to CEQA, as defined in Section 21065 of CEQA and Section 15378 of the State CEQA Guidelines. Since the action is not a project subject to CEQA, no environmental document is required.

CONSENT CALENDAR (CONTINUED)

7.g. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 23-105, AUTHORIZING THE CITY MANAGER TO SIGN EXTENSIONS TO ONGOING FACILITY USE AGREEMENTS AND TO ENTER INTO NEW AGREEMENTS FOR THE USE OF CITY FACILITIES

Staff is requesting City Council to authorize the City Manager to sign extensions to ongoing facility use agreements and to enter into new agreements for the use of city facilities.

RECOMMENDED ACTION: Staff recommends City Council:

1. Adopt Resolution No. 23-105, authorizing the City Manager to sign extensions to ongoing facility use agreements and to enter into new agreements for the use of city facilities.

7.h. CONSIDERATION AND APPROVAL TO REJECT ALL BIDS AND RE-ADVERTISE REQUEST FOR PROPOSALS (RFP) FOR ARCHITECTURAL DESIGN SERVICES FOR SOUTH EL MONTE CITY HALL RESTROOMS REHABILITATION

The City received only one proposal for Architectural Design Services for the South El Monte City Hall Restrooms Rehabilitation. Staff recommends that the City re-advertise the RFP to ensure a minimum of two (2) proposals for service and to incorporate language required to utilize Community Development Block Grant funds.

RECOMMENDED ACTION: Staff recommends City Council reject the one proposal received and authorize re-advertising the RFP for Architectural Design Services for the South El Monte City Hall Restrooms Rehabilitation and authorize staff to solicit proposals.

7.i. CONSIDERATION FOR AUTHORIZATION TO SOLICIT REQUEST FOR PROPOSALS (RFP) FOR JANITORIAL MAINTENANCE SERVICE

Staff seeks City Council approval to publish a Request for Proposals (RFP) for Janitorial Maintenance Services for the City of South El Monte.

RECOMMENDED ACTION: Staff recommends City Council approve the RFP to solicit proposals from qualified consultants to provide Janitorial Maintenance Services.

CONSENT CALENDAR (CONTINUED)

7.j. **CONSIDERATION AND APPROVAL OF RESOLUTION NO. 23-106, AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE CALRECYCLE SB 1383 LOCAL ASSISTANCE GRANT PROGRAM**

Staff seeks authorization to apply for the CalRecycle SB 1383 Local Assistance Grant Program.

RECOMMENDED ACTION: Staff recommends City Council:

1. Adopt Resolution No. 23-106, authorizing submittal of the grant application to the CalRecycle SB 1383 Local Assistance Grant Program and related authorizations; and
2. Authorize the City Manager or designee to execute all documents as the signature authority.

8. **PUBLIC HEARINGS**

8.a. **CITY COUNCIL APPEAL OF PLANNING COMMISSION'S ACTION ADOPTING PC RESOLUTION NO. 23-04 APPROVING CONDITIONAL USE PERMIT NO. 23-03 FOR A SPECIAL EVENT FACILITY (RUSTIC & CHIC) LOCATED AT 1703 FLORADALE AVENUE**

Councilmember's appeal to the Planning Commission decision to adopt Resolution No. 23-04, which approved Conditional Use Permit No. 23-03 for a special event facility (Rustic & Chic) located at 1703 Floradale Avenue in the Manufacturing (M) zone.

RECOMMENDED ACTION: Staff recommends the City Council:

1. Conduct a public hearing for the appeal;
2. Take public testimony; and
3. Discuss the matter after receiving public testimony and decide whether or not to agree with or overturn the decision by the Planning Commission to grant the CUP. Options available to the City Council under municipal code section 17.74.070 include to affirm, reverse or modify the Planning Commission's decision; remand the matter to the commission; or continue the matter.

9. **GENERAL BUSINESS**

9.a. **CONSIDERATION AND APPROVAL OF THE CITY'S 2024 SPECIAL EVENTS CALENDAR**

The City's 2024 Special Events Calendar includes recommended dates, times, and locations for the City-sponsored events held by the Community Services Department. All scheduled events are subject to modifications, date changes, and/or cancellations.

RECOMMENDED ACTION: Staff recommends City Council consider and approve the City's 2024 Special Events Calendar.

GENERAL BUSINESS (CONTINUED)

9.b. COUNCIL TO REVIEW AND SELECT AN OPTION FOR THE ENERGY EFFICIENCY AND MECHANICAL ENERGY EFFICIENCY PROJECT FOR CITY FACILITIES

The City received Department of Energy (DOE) grants funds for lighting energy efficiency and mechanical energy efficiency upgrades. These upgrades were initially scheduled for the City's Community Center, Mini Center and Senior Center; however, a phased approach may now be required to complete the projects.

RECOMMENDED ACTION: Staff recommends City Council to consider and select from the following two options:

1. Proceeding with the original scope of work, previously approved on July 25, 2023, which covers all designated centers; or
2. Adopt a two-phase approach as outlined, beginning with the Senior Center and Community Center in Phase 1, and subsequently addressing the Mini Center in Phase 2.

9.c. CONSIDERATION AND APPROVAL OF ORDINANCE NO. 1270 OF THE SOUTH EL MONTE CITY COUNCIL AMENDING CHAPTER 5.09 OF TITLE 5 OF THE SOUTH EL MONTE MUNICIPAL CODE THEREBY AMENDING THE CITY'S SIDEWALK VENDING REGULATIONS IN RELATION TO REQUIREMENTS WHEN VENDING, INCLUDING REQUIRED DISTANCE BETWEEN VENDORS, KEEPING SIDEWALKS CLEAR OF OBSTRUCTIONS AND COOKING WASTE, RESTRICTIONS ON COOKING WITHOUT REQUIRED LA COUNTY HEALTH PERMIT, AND DOCUMENTS REQUIRED WHILE VENDING

Per the City Council's direction given at the October 24, 2023 City Council Meeting, the City Attorney's Office and City staff are presenting a proposed ordinance amending the South El Monte's Municipal Code Chapter 5.09 "Sidewalk Vending" in relation to requirements for vending.

RECOMMENDED ACTION: That the City Council:

1. Find that the amended ordinance is not subject to the California Environmental Quality Act ("CEQA") pursuant to CEQA Regulation 15061(b)(3) and based on the analysis provided in the attached ordinance; waive first reading and introduce Ordinance No. 1270; and
2. Set said ordinance for adoption at the next regular city council meeting.

10. COMMITTEE REPORTS, INCLUDING AB 1234 REPORTS

AB 1234, section 53232.3(d) requires Members of a legislative body to provide brief reports on meetings attended at the expense of the local agency (i.e., League of California Cities Conferences, ICSC conferences, etc.) at the next regular meeting of the legislative body.

11. CORRESPONDENCE

11.a. CONSIDERATION AND APPROVAL OF RESOLUTION 23-107, CASTING VOTE(S) FOR COUNCILMEMBER TO REPRESENT CITIES WITHOUT PRESCRIPTIVE PUMPING RIGHTS ON THE BOARD OF THE SAN GABRIEL BASIN WATER QUALITY AUTHORITY (WQA)

City of South El Monte has two representatives representing the City of South El Monte who are Councilwoman Margaret Clark with City of Rosemead and Councilwoman Valerie Munoz with City of La Puente whose terms are ending, and the 13 cities must now vote for their representative for the new 4-year term that begins January 2024.

RECOMMENDED ACTION: City Council to adopt Resolution No. 23-107, casting vote(s) for Councilmember to represent cities without prescriptive pumping rights on the Board of the San Gabriel Basin Water Quality Authority.

12. COUNCILMEMBERS' AGENDA

12.a. MAYOR GLORIA OLMOS

1. Discussion on waiving any potential fines or penalties that Rustic & Chic receives, if any, between when the Planning Commission issued their CUP on October 17, 2023 through November 14, 2023 should the City Council affirm the decision of the Planning Commission at the public hearing (item 8.a).

RECOMMENDATION: Discussion and/or action

13. CLOSED SESSION

13.a. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

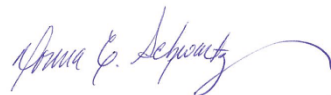
Pursuant to Government Code Section 54956.9(d)(1) - (One Case)

Civil Action No. 2:23-cv-04022-SCW(MRWx): Phillip Killgore v. CITY OF SOUTH EL MONTE, a municipal corporation; GARVEYKCVN HOLINDGS LLC; AND DOES 1-10 INCLUSIVE

14. ADJOURNMENT

Tuesday, November 28, 2023, at 6:00 p.m.

I Donna G. Schwartz, hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted not less than 72 hours at the following locations: City of South El Monte City Hall, Senior Center and Community Center and made available at www.cityofsouthelmonte.org on this 9th day of November.



City Clerk, CMC



City Council Agenda Report

Agenda Item No. 4.a.

DATE: November 14, 2023

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Dianna Gomez, Executive Assistant

SUBJECT: Proclamation Presented to Sandy Ross, President of California Protective Parents Association, Proclaiming November as "Family Court Awareness Month"

SUMMARY:

RECOMMENDED ACTION:

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

A. Family Court Month Proclamation



FAMILY COURT AWARENESS MONTH NOVEMBER 2023

WHEREAS, the mission of the Family Court Awareness Month Committee (FCAMC) is to increase awareness on the importance of a family court system that prioritizes child safety and acts in the best interest of children, and;

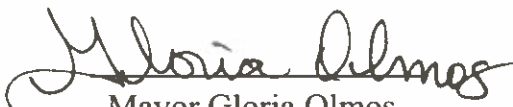
WHEREAS, the mission at the FCAMC is fueled by the desire to create awareness and change in the family court system for the conservatively estimated, 58,000 children a year ordered into unsupervised contact with abusive parents, while honoring the hundreds of children who have been reported as murdered during visitation with a dangerous parent, and;

WHEREAS, the mission of the FCAMC is to increase awareness on the importance of empirically-based education and training on domestic violence and child abuse, including emotional, psychological, physical, and sexual abuse, as well as childhood trauma, coercive control, and post separation abuse for judges and all professionals working on cases within the family court system, and;

WHEREAS, the mission of the FCAMC is to increase awareness on the importance of using scientifically valid, evidence-based, treatment programs and services that are proven in terms of safety, effectiveness, and therapeutic value, and;

WHEREAS, the mission at the FCAMC is to educate judges and other family court professionals on evidence-based, peer-reviewed research. Such research is a critical component to making decisions that are truly in the best interest of children. This research includes The Adverse Childhood Experiences (ACEs) Study (co-principal investigator: Vincent Felitti, Kaiser Permanente-CDC); Child Custody Evaluators' Beliefs About Domestic Abuse Allegations (principal investigator: Daniel Saunders, University of Michigan, sponsored by the National Institute of Justice); and Child Custody Outcomes in Cases Involving Parental Alienation and Abuse Allegations (principal investigator: Joan S. Meier, GW Law School, sponsored by the National Institute of Justice), and;

NOW, THEREFORE, I, Mayor Gloria Olmos, hereby declare the Month of NOVEMBER, to be FAMILY COURT AWARENESS MONTH.


Mayor Gloria Olmos


Mayor Pro Tem Richard Angel


Councilmember
Manuel Acosta


Councilmember
Hector Delgado


Councilmember
Rudy Bojorquez



City Council Agenda Report

Agenda Item No. 4.b.

DATE: November 14, 2023

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Masami Higa, Director of Finance

SUBJECT: Presentation by Masami Higa, Director of Finance on the Fiscal Year 2023-24 1st Quarter Ended 9/30/23 Financial Update

SUMMARY:

RECOMMENDED ACTION:

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

A. FY23-24 Q1 Presentation_11092023



City of Achievement



CITY OF SOUTH EL MONTE

Fiscal Year 2023-24

1st Quarter Ended 9/30/23

Financial Update

November 14, 2023

OVERVIEW

- City-Wide Budget-to-Actual Summary
 - Explanation of 1st Quarter Variance
- Cash & Investments
 - 9/30/2023 Cash & Investments Balances
 - Investment Policy
 - Disclosures
 - Interest Rate Risk
 - Credit Risk
 - Concentration of Credit Risk
 - Custodial Credit Risk

FISCAL YEAR 2023-2024

CITY-WIDE SUMMARY

(IN \$MILLIONS)

Description	3 Months Budget	3 Months Actual	3 Months Variance	12 Months Budget	12 Months Forecast	12 Months Variance
General Fund Revenues	\$5.9	\$2.2	\$(3.7)	\$23.6	\$23.1	\$(0.5)
General Fund Expenditures	5.6	5.4	0.2	22.7	22.5	(0.2)
General Fund Total	0.3	(3.2)	(3.5)	0.9	0.6	(0.3)
Special Revenue Funds Revenues	2.5	1.1	(1.4)	9.8	8.6	(1.2)
Special Revenue Funds Expenditures	2.6	0.9	1.7	10.4	9.0	1.4
Special Revenue Funds Total	(0.1)	0.2	0.3	(0.6)	(0.4)	0.2
City-Wide Total	\$0.2	\$(3.0)	\$(3.2)	\$0.3	\$0.2	\$(0.1)

EXPLAINATINO OF VARIANCE

- The City-wide forecast is on track with the adopted budget.
- The General Fund is showing a variance in the 1st quarter because of the following reasons:
 - Sales Tax – Most of the \$6.9 million budgeted is collected between September and June.
 - Transaction Tax - Most of the \$4.7 million budgeted is collected between September and June.
 - Property Tax in Lieu of Vehicle License Fees – The \$3.3 million budgeted is collected half in January and half in May.
- Special Revenue Funds are lagging in its activities hence both revenues and expenditures are expected to be lower than budgeted.

9/30/23 CASH & INVESTMENT BALANCES

Account Name	Type	Balance	Interest Rate	1 st Quarter Interest Income
CBB - City of South El Monte	Checking	\$2,671,254	0%	\$0
CBB - Metro	Checking	689,665	0%	0
CBB - Older American Act	Checking	5,029	0%	0
LAIF	Investment - Pool	1,393,304	3.5%	62,914
CAMP	Investment - Pool	10,633,506	5.5%	133,506
Time Value Investments	Investment – U.S. Gov. Agency Bonds	12,986,978	3.2%	103,896
Time Value Investments	Investment – Certificate of Deposit	3,134,156	3.2%	25,073
Time Value Investments	Investment – Money Market	96,963	3.3%	800
Total		\$31,610,855		\$325,389

CASH & INVESTMENTS POLICY

○The City's Investment Policy mimics California Government Code Section 53600:

Authorized Investment Type	Maximum Maturity*	Maximum Percentage of Portfolio*	Maximum Investment in One Issuer*
State and Local Agency Bonds	5 years	25%	5%
U.S. Treasury Obligations	5 years	None	None
U.S. Government Agency Securities	5 years	None	None
Banker's Acceptance	180 days	15%	30%
Commercial Paper	270 days	25%	10%
Negotiable Certificates of Deposit	2 years	30%	30%
Nonnegotiable Certificates of Deposit	2 years	30%	None
Repurchase Agreements	7 days	20%	None
Medium-Term Notes	3 years	30%	None
Mutual Funds	None	20%	10%
Money Market Mutual Funds	None	20%	None
Mortgage Pass-Through Securities	5 years	20%	None
County Pool Investment Funds	5 years	None	None
Joint Powers Authority Pool	None	None	None
Local Agency Investment Fund (LAIF)	None	None	\$65 million
Passbook Savings Account	5 years	None	FDIC insured amount

*Based on state law requirements or the City's investment policy requirements, whichever is more restrictive.

DISCLOSURES

○ Interest Rate Risk

- The risk that changes in market interest rate will adversely affect the fair value of City's investments.

○ Credit Risk

- The risk that an issuer of an investment will not fulfill its obligation towards the City.

○ Concentration of Credit Risk

- Set by California Government Code Section 53600 where duration, maximum % of portfolio, and maximum investment in any one issuer is set.

○ Custodial Credit Risk

- The risk that in the event of the failure of a depository financial institution, the City will not be able to recover its investments.

INTEREST RATE RISK

- Interest Rate Risk: The risk that changes in market interest rate will adversely affect the fair value of City's investments.
 - In an environment when interest rates are rising, having a short-time maturity enables the City to roll its investment stock to earn a higher interest rate.

Investment Type	Remaining Maturity (in Months)			Total
	12 months or less	13 to 24 months	25 months or more	
Local Agency Investment Fund (LAIF)	\$ 1,393,304	\$ -	\$ -	\$ 1,393,304
California Asset Management Program (CAMP)	10,633,506	-	-	10,633,506
U.S. Government Agency Securities	5,940,690	7,046,288	-	12,986,978
Certificate of Deposit	3,134,156	-	-	3,134,156
Money Market Mutual Funds	96,963	-	-	96,963
	<u>\$21,198,619</u>	<u>\$7,046,288</u>	<u>\$ -</u>	<u>\$28,244,907</u>

- When the City believes that interest rates might start declining, it's advisable to fix them out longer.

CREDIT RISK

○ Credit Risk: The risk that an issuer of an investment will not fulfill its obligation towards the City.

Investment Type	Balance	Rating	Insured	Other
Pool - LAIF	\$1,393,304			GC 16429 State Treasurer Pool
Pool - CAMP	10,633,506	AAAm		GC 53601(p) Joint Power Agency Pool
Bond - Federal Home Loan Bank	10,059,167	AA+		U.S. Government Agency Bonds
Bond - Freddie MAC	1,948,775	AA+		U.S. Government Agency Bonds
Bond - Farmer MAC	979,037			U.S. Government Agency Bonds
CD - American Express National Bank	240,112		FDIC# 27471	
CD - Morgan Stanley Private Bank	239,688		FDIC# 34221	
CD - Resource One Credit Union	243,816		NCUA# 68439	
CD - Ally Bank	239,799		FDIC #57803	
CD - Synchrony Bank	239,899		FDIC #27314	
CD - First Technology Credit Union	243,816		NCUA #19976	
CD - Beal Bank	239,622		FDIC #57833	
CD - State Bank India, Chicago	240,061		FDIC# 33664	
CD - Discover Bank	239,924		FDIC #5649	
CD - Connexus Credit Union	244,020		NCUA# 66538	
CD - Capital One Bank USA	239,779		FDIC #33954	
CD - Capital One NA	239,779		FDIC #4297	
CD - Baxter Credit Union	243,841		NCUA #68187	
Money Market Mutual Fund	96,963			Considered low risk as it invests in short-term CD's, government securities, and commercial papers.
	<u>\$28,244,907</u>			

CONCENTRATION OF CREDIT RISK

- Credit Risk: Set by California Government Code Section 53600 where duration, maximum % of portfolio, and maximum investment in any one issuer is set.

Required per GC 53600 Investment Policy				City's Actual Investments			
Authorized Investment Type	Maximum Maturity	Maximum % of Portfolio	Maximum Investment in One Issuer	Remaining Maturity (in Months)			Maximum % of Portfolio
				12 months or less	13 to 24 months	Total	
Local Agency Investment Fund (LAIF)	None	None	\$75 million	\$ 1,393,304	\$ -	\$ 1,393,304	4.93%
Joint Power Authority Pool (CAMP)	None	None	10% of the beneficial interest in CAMP	10,633,506	-	10,633,506	37.65%
U.S. Government Agency Securities	5 Years	None	None	5,940,690	7,046,288	12,986,978	45.98%
Negotiable Certificate of Deposits	2 Years	30%	30%	3,134,156	-	3,134,156	11.10%
Money Market Mutual Funds	None	20%	None	96,963	-	96,963	0.34%
				<u>\$21,198,619</u>	<u>\$7,046,288</u>	<u>\$28,244,907</u>	<u>100.00%</u>

- For maximum investment in any one issuer, the City was significantly lower than what is allowed, taking a conservative approach.

CUSTODIAL CREDIT RISK

- Custodial Credit Risk: The risk that in the event of the failure of a depository financial institution, the City will not be able to recover its investments.
 - For Investments, the previous slide addressed the Credit Risk of each issuer.
- For the City's cash held at Citizens Business Bank, the California Government Code requires that the bank secure deposits by pledging securities in an undivided collateral pool held by a depository regulated under state law.
 - The market value of the pledged securities in the collateral pool must equal at least **110%** of the total account deposited by the City.
 - California law also allows the bank to secure the City's deposits by pledging first trust deed mortgage notes having a value of **150%** of the City's deposits.

QUESTIONS?



City Council Agenda Report

Agenda Item No. 7.a.

DATE: November 14, 2023

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Donna Schwartz, City Clerk

SUBJECT: CONSIDERATION AND APPROVAL OF THE REGULAR CITY COUNCIL MEETING MINUTES OF OCTOBER 24, 2023

SUMMARY: Staff is requesting approval of Minutes for the October 24, 2023 Regular City Council meeting.

RECOMMENDED ACTION: Staff is requesting approval of Minutes for the October 24, 2023, Regular City Council meeting.

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

A. DRAFT Reg CC Mtg Minutes10-24-23

CITY OF SOUTH EL MONTE
REGULAR CITY COUNCIL MEETING MINUTES
Tuesday, October 24, 2023 - 6:00 PM
1415 Santa Anita Avenue, South El Monte, California 91733

Mayor Olmos called the meeting to order at 6:01 PM.

1. ROLL CALL

PRESENT: Councilmember(s): Acosta, Bojorquez, Delgado, Mayor Pro Tem Angel,
and Mayor Olmos

ABSENT: Councilmember(s): None

STAFF PRESENT: Rene Salas, City Manager; Anthony R. Taylor, City Attorney;
Masami Higa, Director of Finance; Guillermo Arreola, Director of Community
Development; Iyob Tessema, Interim Director of Human Resources & Risk
Management; Donna G. Schwartz, City Clerk, and Robert Molina, Interim Deputy
City Clerk.

STAFF ABSENT: Paola Lara, Deputy City Clerk.

Zoom was provided for the Public to participate during public comment via
teleconference.

2. PLEDGE OF ALLEGIANCE – Mayor Gloria Olmos, led the Pledge of Allegiance.

3. INVOCATION – Mayor Gloria Olmos, offered the Invocation.

4. PRESENTATIONS

4.c. City Council received a report from the Sheriff's Department for the Month
September. *This item was heard after the approval of the agenda.*

4.d. City Council received a report from Code Enforcement and Public Safety
Department for the Month of September.

5. APPROVAL OF THE AGENDA AND WAIVER OF FULL READING OF ORDINANCES

City Attorney Anthony R. Taylor announced consent calendar item 7.e. is being
pulled, read item 7.c. Ordinance No. 1269 by title and read item 7.d. employment
terms and compensation of the director of public works employee agreement.

A motion was made by Councilmember Delgado, seconded by Mayor Pro Tem
Angel to approve the agenda as amended. Motion passed 5-0, by the following
vote: Vote next page.

AYES: Councilmember(s): Acosta, Bojorquez, Delgado, Mayor Pro Tem Angel,
and Mayor Olmos
NAYS: Councilmember(s): None

6. PUBLIC COMMENT

Mayor Olmos opened public comment.

1. Edwarda Saucedo, resident, commented on the following: PC Resolution 23-04, CM Measure, money recovered by the Sheriff's Department, cannabis business, thanked sheriff's for keeping riverbed clean, home or location for homeless to go bathe, resources for homeless, kits for women that are homeless, Measure H, homeless academic, and taking care of the people.
2. Jack Owens, commented on the CUP 23-03 from last planning commission meeting voicing his concern about alcohol on premises, parking, liability and exposure on the city, operating without an ABC license, drinking before and after the event, venue near school with minors nearby and asked city to reconsider.

Mayor Olmos, there being no more public comment, closed public comment.

At this time City Manager Rene Salas presented newly appointed Public Works Director John Poehler who introduced himself.

7. CONSENT CALENDAR

A motion was made by Mayor Pro Tem Angel, seconded by Councilmember Acosta to approve the Consent Calendar as amended. Motion passed 5-0, by the following vote:

AYES: Councilmember(s): Acosta, Bojorquez, Delgado, Mayor Pro Tem Angel,
and Mayor Olmos
NAYS: Councilmember(s): None

- 7.a. Approved Minutes of the October 10, 2023, Regular City Council meeting.
- 7.b. Adopted Resolution No. 23-97, authorizing payment of City expenditures for the period of October 11, 2023, through October 24, 2023, totaling \$512,079.82.
- 7.c. Adopted Ordinance No. 1269, to repeal Title 2, Chapter 2.52 "Traffic Commission."
- 7.d. Adopted Resolution No. 23-98, approving the employment agreement between the City and John Poehler for the position of Director of Public Works and authorized the City Manager to execute agreement.

CONSENT CALENDAR (CONTINUED)

This item was pulled.

7.e. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 23-100, AUTHORIZING THE CITY MANAGER TO SIGN EXTENSIONS TO ONGOING FACILITY USE AGREEMENTS AND TO ENTER INTO NEW AGREEMENTS FOR THE USE OF CITY FACILITIES

8. PUBLIC HEARINGS – None.

9. GENERAL BUSINESS

9.a. PUBLIC OUTREACH PRESENTATION AND APPROVAL OF CONCEPT PLANS FOR CIVIC CENTER AND INTERJURISTICTIONAL BICYCLE LANES PROJECT

Mayor Olmos announced the item and City Manager Rene Salas introduced Amy Wong with ActiveSGV who presented a PowerPoint on the Civic Center and Interjurisdictional Bicycle Lanes Project and design of the proposed improvements and announced the designer Aryo Rad with CR Associates was in attendance for any questions.

Motion by Councilmember Acosta, seconded by Councilmember Bojorquez to receive and file the presentation and directed staff to proceed with the final design of the proposed improvements. Motion passed 5-0, by the following vote:

AYES: Councilmember(s): Acosta, Bojorquez, Delgado, Mayor Pro Tem Angel, and Mayor Olmos

NAYS: Councilmember(s): None

9.b. DISCUSSION AND DIRECTION CONCERNING SIDEWALK VENDOR LAWS AND POTENTIAL NEW REGULATIONS

Mayor Olmos announced the item and City Attorney Anthony R. Taylor presented the staff report and reviewed the options noting if Council wanted to proceed with amending the municipal code chapter 5.09 it can be brought back with an ordinance for a first and second reading.

Discussion ensued between City Attorney and Council regarding sidewalk vendors; recent legislation SB 946 & SB 972 that limit a city's ability to enforce criminal penalties and other regulations against sidewalk vendors; proposed changes to municipal code; questions on what vendors can do; LA County's requirements; proposed increasing distance requirements; vendors to obtain permits/license; code enforcement; vendors behavior; public health & safety and differences between the County and State requirements.

Motion was to continue. Consensus by Council to continue item with City Attorney bringing back an amended ordinance.

GENERAL BUSINESS (CONTINUED)

9.c. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 23-101, IN SUPPORT OF LAWSUIT FILED BY TWELVE CALIFORNIA CITIES AGAINST ZERO-BAIL POLICY

Mayor Olmos announced the item and City Attorney Anthony R. Taylor presented the staff report.

At 7:05 p.m. Mayor Pro Tem Angel left the chambers.

At 7:06 p.m. Mayor Pro Tem Angel returned to the chambers.

Motion by Councilmember Delgado, seconded by Councilmember Acosta to adopt Resolution No. 23-101, in support of the lawsuit filed by twelve cities against the LA Superior Court zero-bail policy. Motion passed 5-0, by the following vote:

AYES: Councilmember(s): Acosta, Bojorquez, Delgado, Mayor Pro Tem Angel, and Mayor Olmos

NAYS: Councilmember(s): None

10. COMMITTEE REPORTS, INCLUDING AB 1234 REPORTS

Councilmember Acosta announced he attended the “Walk to End Domestic Violence” event.

Councilmember Bojorquez had nothing to report.

Councilmember Delgado had nothing to report.

Mayor Pro Tem announced he attended the “Walk to End Domestic Violence” event and the memorial services for the City of El Monte’s Police Chief Benjamin Lowry.

Mayor Olmos announced she attended the “Walk to End Domestic Violence” event and thanked Senator Susan Rubio and others who were in attendance who told their story, thanked all the vendors and Shively Middle School Saints and noted that SEACCA is still adopting pets.

11. CORRESPONDENCE – None.

12. COUNCILMEMBERS' AGENDA

12.a. COUNCILMEMBER HECTOR DELGADO

1. Discussion on Planning Commission's Decision from the Planning Commission Meeting on October 17, 2023, regarding Resolution No. 23-04, Conditional Use Permit (CUP) No. 23-03.

RECOMMENDATION: Direction and/or action.

Councilmember Delgado presented his discussion on the planning commission's decision approving CUP 23-03 (1703 Floradale), feels other issues should have been addressed such as violations and outstanding fines.

Discussion ensued between Councilmember Delgado, City Attorney, and staff. Mr. Delgado voiced concern with prior legal issues vendor had elsewhere. City Attorney Anthony R. Taylor stated this can be addressed when applicant is present to defend themselves. Mr. Delgado would like this item to be brought back for reconsideration through an appeal so additional information can be provided to the commission for a more informative decision. Mr. Delgado feels it all comes down to liability. City Attorney Anthony Taylor stated, with regard to liability, if it occurs on city property but for private property the city is protected per Government Code Section 1820.9 through 1820.4.

Mr. Delgado motioned to bring the item back through an appeal for Council consideration, feel numerous red flags have been raised and would allow applicant to come back and answer some of the issues.

City Attorney Anthony Taylor provided information regarding the appeal process.

Councilmember Bojorquez asked for clarification of the zoning code referenced on the citations.

Mayor Pro Tem Angel stated City has no priority or control over schools and responded to the comment made by Mr. Owens during public comment regarding "alcohol and schools don't mix" stating that the events are at night and feels other businesses should be closed due to violations, owes fines and are not so why close this business and give them a chance.

Councilmember Acosta noted a concerted effort to shutdown a small business that is not bothering anyone the events are family events, applicants have been doing everything they have been asked to do, why need an ABC license if they don't sell alcohol.

COUNCILMEMBERS' AGENDA (CONTINUED)

Mayor Olmos noted the Planning Commission was aware of the citations. The business is a family-oriented business, school district would have priority if there was a function, not sure why they are being shut down after complying over and over again and has been given a lot of restrictions, feels if given to one then give to all. City is not in the business of closing businesses but to welcome them. And agrees with Planning Commission's decision.

12.b. MAYOR GLORIA OLMOS

1. More User Friendly with Business License Process through HdL.

RECOMMENDATION: Direction and/or action.

Mayor Olmos discussed her item of a more friendly business license process and asked staff to adopt criteria that is easy to follow and to work with HdL to be more specific on the process so that applicants don't have to keep coming back as well as the building permit process.

13. CLOSED SESSION – None.

14. RECESS COUNCIL MEETING:

Mayor Olmos recessed the meeting at 7:48 p.m.

Mayor Olmos adjourned the Successor Agency meeting at 7:50 p.m.

15. ADJOURNMENT

At 7:51 p.m. Mayor Olmos adjourned the meeting in memory of City of El Monte's Police Chief Benjamin Lowry to a Regular City Council Meeting on Tuesday, November 14, 2023, at 6:00 p.m.

Donna G. Schwartz, CMC, City Clerk

Gloria Olmos, Mayor



City Council Agenda Report

Agenda Item No. 7.b.

DATE: November 14, 2023

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Masami Higa, Director of Finance

SUBJECT: CONSIDERATION AND APPROVAL OF RESOLUTION NO. 23-101, APPROVING WARRANTS FOR THE PERIOD OF OCTOBER 25, 2023, THROUGH NOVEMBER 14, 2023

SUMMARY: Authorizing payment of City expenditures for the period of October 25, 2023 through November 14, 2023 totaling \$1,603,041.78

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 23-101, authorizing payment of City expenditures.

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

- A. Resolution No. 23-101
- B. Council Meeting Warrant 111423

ATTACHMENT A

RESOLUTION NO. 23-101

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL
ALLOWING CERTAIN CLAIMS AND DEMANDS FOR THE
PERIOD OF OCTOBER 25, 2023, THROUGH NOVEMBER 14,
2023, TOTALING \$1,603,041.78.

THE CITY COUNCIL OF THE CITY OF SOUTH EL MONTE DOES HEREBY RESOLVE,
DETERMINE, AND ORDER AS FOLLOWS:

SECTION 1: That in accordance with Section 37202 of the Government Code, the
Finance Director hereby certifies to the accuracy of the following demands and the availability of
funds for payment thereof.

Finance Director

SECTION 2: That the following claims and demands have been audited as required by
law and that the same are hereby allowed in the amount hereafter set forth.

	<u>CLAIMANT</u>	<u>CLAIM PERIOD</u>	<u>WARRANT #'S</u>	<u>AMOUNT</u>
FY 23/24	Electronic Warrants	10/25/23-11/14/23	DFT0001107-1207	\$389,244.75
FY 23/24	Regular Warrants	10/25/23-11/14/23	13163-13278	\$1,062,934.03
Payroll	Check	PPE 10/28/23	1631-1641	\$9,870.67
Payroll	Direct Deposit	PPE 10/28/23	5150-5250	\$140,992.33

TOTAL EXPENDITURES RESOLUTION NO. 23-101 \$1,603,041.78

PASSED, APPROVED, AND ADOPTED this 14th day of November 2023.

Gloria Olmos, Mayor

ATTEST:

Donna G. Schwartz, City Clerk

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF SOUTH EL MONTE)

I, Donna G. Schwartz, City Clerk of the City of South El Monte, do hereby certify that the foregoing Resolution, being Resolution No. 23-101, was duly passed and approved by the City Council of the City of South El Monte at a regular meeting of said Council held on the 14th day of November 2023, and that said Resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donna G. Schwartz, City Clerk

ATTACHMENT B



South El Monte, CA

Warrant Register

Council Meeting 11/14/23

Account Number	Vendor Name	Payment Number	Payment Date	Description (Item)	Amount
01.0100.1050.5938	GEORGE LOPEZ	13163	10/19/2023	FALL 2023 EDUCATION REIMB	1,247.39
01.0100.1050.5938	GEORGE LOPEZ	13163	10/19/2023	FALL 2023 BOOK FEES	38.02
01.0160.1610.6025	XACTBUILT CONSTRUCTION INC	13164	10/19/2023	PATIO UPGRADES COMPLETION/ CCTR	4,650.00
01.0000.0000.2245	CALIFORNIA TEAMSTERS LOCAL 911	13165	10/26/2023	OCT'23 ADMIN	1,176.00
01.0000.0000.2245	CALIFORNIA TEAMSTERS LOCAL 911	13165	10/26/2023	OCT'23 MISC	500.00
01.0150.1540.5431	JASMINE ROBLES	13166	10/26/2023	AFTER SCHOOL PRGM SUPP- REIMB	19.96
01.0000.0000.2230	NATIONWIDE RETIREMENT SOLUTIONS	13167	10/26/2023	PPE 10/14/23	5,255.00
01.0000.0000.2270	STATE OF CA FRANCHISE TAX BOARD	13168	10/26/2023	A.R GARNISHMENT PPE 10/14/23	8.15
01.0000.0000.2240	VONS CREDIT UNION	13169	10/26/2023	PPE 09/30/23	41.25
01.0000.0000.2240	VONS CREDIT UNION	13169	10/26/2023	PPE 10/14/23	41.25
01.0151.1543.5952	EMILIANO M. MIRANDA	13170	10/31/2023	10/31/23 HARVEST FESTIVAL/ DJ SVCS	600.00
01.0151.1543.5952	ROYAL LUXURY RESTROOMS	13171	10/31/2023	EQUIPMENT RENTAL/ HARVEST FESTIVAL	1,000.00
01.0160.1650.5520	SMARDAN SUPPLY	13172	10/31/2023	OUTDOOR WATER FOUNTAIN & BOTTLE FILTER/ NTP	5,634.78
01.0160.1650.5520	SMARDAN SUPPLY	13172	10/31/2023	WATER INLET/ METERING- NTP	555.63
02.0170.1760.5535	ST. FRANCIS ELECTRIC, LLC	13173	10/31/2023	JUNE'23 TRAFFIC MAINT	902.25
02.0170.1760.5535	ST. FRANCIS ELECTRIC, LLC	13173	10/31/2023	JULY'23 TRAFFIC MAINT	771.00
02.0170.1760.5535	ST. FRANCIS ELECTRIC, LLC	13173	10/31/2023	JULY'23 TRAFFIC CALL OUT	3,266.25
02.0170.1760.5535	ST. FRANCIS ELECTRIC, LLC	13173	10/31/2023	JULY'23 DURFEE/ MH CAB REPAIR	1,213.00
02.0170.1760.5535	ST. FRANCIS ELECTRIC, LLC	13173	10/31/2023	AUG'23 TRAFFIC MAINT	902.25
02.0170.1760.5535	ST. FRANCIS ELECTRIC, LLC	13173	10/31/2023	AUG'23 DURFEE-PECK- RUSH NEW SIGNS	4,681.53
02.0170.1760.5535	ST. FRANCIS ELECTRIC, LLC	13173	10/31/2023	AUG'23 DURFEE & 60 FWY POLE HIT	295.50
02.0170.1760.5535	ST. FRANCIS ELECTRIC, LLC	13173	10/31/2023	SEPT'23 TRAFFIC MAINT	771.00
02.0170.1760.5535	ST. FRANCIS ELECTRIC, LLC	13173	10/31/2023	SEPT'23 CALL OUT	1,614.61
01.0000.0000.2225	STANDARD INSURANCE	13174	10/31/2023	NOV'23 LIFE & AD&D	3,190.60
01.0000.0000.2224	STANDARD INSURANCE	13175	10/31/2023	NOV'23 LIFE AD&D & SUPPLEMENTAL	379.01
01.0160.1650.5520	VALLEY FLOOD-LITE SERVICE, INC.	13176	10/31/2023	NEW LIGHT BULBS/ NTP	3,493.37
01.0160.1650.5520	VALLEY FLOOD-LITE SERVICE, INC.	13176	10/31/2023	NEW LIGHT BULBS/ NTP	3,932.83
01.0130.1330.5215	ADVANCED MICROCOMPUTING CONCEPTS,INC	13177	11/08/2023	3 MICROSOFT SURFACE LAPTOP & INSTALL	6,114.85
01.0130.1330.5215	ADVANCED MICROCOMPUTING CONCEPTS,INC	13177	11/08/2023	AZURE ANNUAL SUBSCRIPTION/ ACCELA LMS	1,592.04
01.0100.1050.5934	ALBERTO LOPEZ VARGAS	13178	11/08/2023	9/20/23 LIVESCAN REIMB	25.00
01.0000.0000.4554	ALEJANDRO FAJARDO	13179	11/08/2023	1/6/24 RESERVATION RFND/ MVD COMM ROOM	50.00
01.0150.1515.5204	ALEJANDRO MIRAMONTES DE ANDA	13180	11/08/2023	OCT'23 PC MEETING	100.00
01.0100.1030.5215	ALESHIRE & WYNDR, LLP	13181	11/08/2023	SEPT'23 GENERAL	14,315.30
01.0100.1030.5215	ALESHIRE & WYNDR, LLP	13181	11/08/2023	SEPT'23 SPECIAL PROJECTS	817.20
01.0100.1030.5215	ALESHIRE & WYNDR, LLP	13181	11/08/2023	SEPT'23 LITIGATION	1,429.35
01.0100.1030.5215	ALESHIRE & WYNDR, LLP	13181	11/08/2023	SEPT'23 PERSONNEL	4,233.60
01.0100.1030.5215	ALESHIRE & WYNDR, LLP	13181	11/08/2023	SEPT'23 PLANNING	2,996.40
01.0100.1030.5215	ALESHIRE & WYNDR, LLP	13181	11/08/2023	SEPT'23 PW ENGINEERING	2,156.50
01.0100.1030.5215	ALESHIRE & WYNDR, LLP	13181	11/08/2023	AUG-SEPT'23 FINANCE	3,881.70
01.0100.1030.5215	ALESHIRE & WYNDR, LLP	13181	11/08/2023	SEPT'23 ASSESSMENT DISTRICT	1,428.00
01.0100.1030.5215	ALESHIRE & WYNDR, LLP	13181	11/08/2023	AUG-SEPT'23 CODE ENFORCEMENT	7,477.66
01.0100.1030.5215	ALESHIRE & WYNDR, LLP	13181	11/08/2023	SEPT'23 ADDITIONAL SVCS	3,270.70

01.0100.1030.5215	ALESHIRE & WYNDER, LLP	13181	11/08/2023	SEPT'23 HOUSING	952.00
01.0100.1030.5215	ALESHIRE & WYNDER, LLP	13181	11/08/2023	SEPT'23 ADDITIONAL LEGAL SVCS	1,052.80
01.0160.1610.5520	AMAZON CAPITAL SERVICES, INC	13182	11/08/2023	NEW EYELETS/ CCTR BANNERS	94.80
01.0140.1430.5406	AMAZON CAPITAL SERVICES, INC	13182	11/08/2023	COMM DEVELOPMENT/ DEPT SUPPLIES	85.59
01.0160.1610.5520	AMAZON CAPITAL SERVICES, INC	13182	11/08/2023	EXIT LIGHT CAGE/ CCTR GYM	56.61
01.0150.1530.5406	AMAZON CAPITAL SERVICES, INC	13182	11/08/2023	ITEMS RETURN CREDIT	(60.19)
01.0170.1020.5406	AMAZON CAPITAL SERVICES, INC	13182	11/08/2023	P.W SUPPLIES	66.66
01.0100.1020.5405	AMAZON CAPITAL SERVICES, INC	13182	11/08/2023	CHALL SUPPLIES	21.91
01.0150.1530.5406	AMAZON CAPITAL SERVICES, INC	13182	11/08/2023	EQUIPMENT/ SENIOR ACTIVITY	101.72
01.0150.1530.5952	AMAZON CAPITAL SERVICES, INC	13182	11/08/2023	PHOTO BACK DROP/ LUNCHEON EVENT	20.94
01.0150.1530.5406	AMAZON CAPITAL SERVICES, INC	13182	11/08/2023	PINGPONG TABLE/ SENIOR ACTIVITY	442.90
01.0170.1720.5406	AMAZON CAPITAL SERVICES, INC	13182	11/08/2023	OFFICE SUPPLIES/ YARD	167.76
01.0130.1310.5406	AMAZON CAPITAL SERVICES, INC	13182	11/08/2023	FINANCE SUPPLIES	120.87
01.0170.1020.5406	AMAZON CAPITAL SERVICES, INC	13182	11/08/2023	OFFICE SUPPLIES/ YARD	160.86
01.0130.1310.5406	AMAZON CAPITAL SERVICES, INC	13182	11/08/2023	FINANCE SUPPLIES/ CREDIT	(76.61)
01.0150.1530.5406	AMAZON CAPITAL SERVICES, INC	13182	11/08/2023	VETERAN DAY GIVEAWAY & ACTIVITY SUPPLIES	199.03
01.0170.1020.5956	AMAZON CAPITAL SERVICES, INC	13182	11/08/2023	UNIFORM HOODIES	1,268.04
01.0150.1530.5952	AMAZON CAPITAL SERVICES, INC	13182	11/08/2023	FLYER STAND HOLDER/ SPECIAL EVENTS	38.58
01.0170.1520.5430	AMAZON CAPITAL SERVICES, INC	13182	11/08/2023	EMERGENCY EQUIP/ DEFIBRILLATOR BATTERIES	18.37
01.0100.1050.5940	AMAZON CAPITAL SERVICES, INC	13182	11/08/2023	EMPLOYEE RECOGNITION SUPP #629	81.51
01.0170.1020.5956	AMAZON CAPITAL SERVICES, INC	13182	11/08/2023	FLEECE HOODIE CREDIT	(25.74)
02.0170.1760.5540	AMAZON CAPITAL SERVICES, INC	13182	11/08/2023	CAMERAS- HIGH DEBRI AREAS/ ST & RD MTNC	634.90
01.0140.1440.5406	AMAZON CAPITAL SERVICES, INC	13182	11/08/2023	BLDG & SFTY DEPT SUPPLIES	22.66
01.0140.7020.5406	AMAZON CAPITAL SERVICES, INC	13182	11/08/2023	CODE ENFORCEMENT SUPPLIES	27.54
01.0151.1543.5952	AMAZON CAPITAL SERVICES, INC	13182	11/08/2023	NIGHT MARKET SUPPLIES	213.49
01.0000.0000.4554	ANA MARIA SALAZAR	13183	11/08/2023	9/9/23 DAMAGE DEPOSIT RFND/ MVD COMM ROOM	50.00
01.0000.0000.4554	ANGIE GODINA	13184	11/08/2023	9/16/23 DAMAGE DEPOSIT RFND/ MVD & GAZEBO	50.00
01.0150.1540.5431	AQUA PURE DRINKING WATER	13185	11/08/2023	OCT'23 DRINKING WATER/ CCTR	64.84
01.0170.1720.5406	AQUA PURE DRINKING WATER	13185	11/08/2023	OCT'23 WATER SVCS/ YARD	112.99
01.0151.1543.5952	ARIANA GUTIERREZ	13186	11/08/2023	BALLOON GARLAND/ END DOMESTIC VIOLENCE WALK	175.00
01.0170.1770.5525	AUTOZONE	13187	11/08/2023	#95 RETURN- STOP LIGHT SWITCH	(14.32)
01.0170.1770.5525	AUTOZONE	13187	11/08/2023	SHOP PARTS & SUPPLIES	73.35
01.0170.1770.5525	AUTOZONE	13187	11/08/2023	#11 BAD BATTERY REPLACEMENT	195.13
01.0170.1770.5525	AUTOZONE	13187	11/08/2023	#11 CORE RETURN	(22.00)
01.0150.1540.5951	BASE HILL, INC.	13188	11/08/2023	4/1/23 CLEANING RESERVATION	250.00
01.0170.1020.5515	BASE HILL, INC.	13188	11/08/2023	Aug'23 Janitorial SVCS	7,339.00
01.0150.1540.5951	BASE HILL, INC.	13188	11/08/2023	AUG'23 CLEANING RESERVATION	500.00
06.0300.3010.5430	BASE HILL, INC.	13188	11/08/2023	JULY-AUG'23 SPECIAL CLEAN UP/ SUMMER NUTR PRGM	1,575.00
01.0140.1100.5215	BASE HILL, INC.	13188	11/08/2023	8/5 PSO OFFICE CHAIRS DEEP CLEAN	200.00
01.0150.1540.5951	BASE HILL, INC.	13188	11/08/2023	8/28/23 CLEANING-SNACK BAR/ NTP	1,375.00
01.0170.1020.5515	BASE HILL, INC.	13188	11/08/2023	OCT'23 JANITORIAL SVCS	7,339.00
01.0150.1515.5204	BLANCA M. FIGUEROA	13189	11/08/2023	OCT'23 PC MEETING	100.00
01.0170.1020.5505	BORREGO ENERGY, LLC	13190	11/08/2023	SOLAR REPAIR/ CCTR	3,272.50
01.0100.1050.5938	BRIANNA BADAR	13191	11/08/2023	FALL 2023 BOOK FEES	56.25
01.0100.1050.5938	BRIANNA BADAR	13191	11/08/2023	FALL 2023 EDUCATION REIMB	841.50
01.0140.1440.5215	BUREAU VERITAS NORTH AMERICAN INC.	13192	11/08/2023	SEPT'23 BLDG OFFICIAL SVCS	3,293.75
01.0140.1440.5215	BUREAU VERITAS NORTH AMERICAN INC.	13192	11/08/2023	SEPT'23 BUSINESS LICENSE INSPECTIONS	770.00
01.0140.1440.5215	BUREAU VERITAS NORTH AMERICAN INC.	13192	11/08/2023	SEPT'23 BLDG INSPECTION SVCS	7,793.22
01.0160.1620.5520	BUTLER CHEMICALS, INC.	13193	11/08/2023	DISHWASHER CHEMICAL/ SCTR KITCHEN EQUIP	402.49
01.0130.1330.5215	CALIFORNIA COMMUNICATION	13194	11/08/2023	10/1-11/1/23 WIRELESS BRIDGE MVD/YARD/PSO/NTP	680.00
01.0000.0000.4554	CARLA VALLEJO	13195	11/08/2023	11/18/23 RESERVATION RFND/ MVD GAZEBO	50.00
01.0100.1050.5936	CONCENTRA	13196	11/08/2023	8/24 NEW HIRE PHYSICAL	235.00

01.0100.1050.5936	CONCENTRA	13196	11/08/2023	SEPT'23 NEW HIRE PHYSICALS	705.00
01.0100.1050.5936	CONCENTRA	13196	11/08/2023	SEPT-OCT'23 NEW HIRE PHYSICALS	940.00
68.0900.9000.5974	COUNCIL FOR WATERSHED HEALTH	13197	11/08/2023	10% RETENTION	(2,756.50)
68.0900.9000.5974	COUNCIL FOR WATERSHED HEALTH	13197	11/08/2023	7/1-9/30/23 PJT MGMT- MERCED GREENWAY (CNRA)#407	72,565.01
01.0000.0000.4554	CRISTAL GRANADOS	13198	11/08/2023	10/22/23 DAMAGE DEP RFND/ MVD GAZEBO & COMM RM	50.00
01.0130.1330.6020	DATA CENTER WAREHOUSE, LLC	13199	11/08/2023	MULTIPLE CAMERAS & CAMERA EQUIPMENT	71,426.20
01.0160.1650.5520	DDC PLUMBING SUPPLY, INC.	13200	11/08/2023	PVC CUTTER/ NTP	33.08
01.0151.1542.5952	DELILAH PONCE	13201	11/08/2023	THANKSGIVING BOXING OFFICIAL FEE	450.00
01.0100.1050.5934	DEPT. OF JUSTICE-ACCOUNTING OFFICE	13202	11/08/2023	SEPT'23 FINGERPRINTS	224.00
01.0000.0000.4554	DONNA SIMPSON	13203	11/08/2023	10/9/23 DAMAGE DEPOSIT RFND/ CCTR GYM	500.00
06.0300.3010.5430	DRIFTWOOD DAIRY, INC	13204	11/08/2023	MILK/ CI & CII NUTR PRGM	209.60
06.0300.3020.5430	DRIFTWOOD DAIRY, INC	13204	11/08/2023	MILK/ CI & CII NUTR PRGM	23.28
06.0300.3010.5430	DRIFTWOOD DAIRY, INC	13204	11/08/2023	MILK/ CI & CII NUTR PRGM	182.25
06.0300.3020.5430	DRIFTWOOD DAIRY, INC	13204	11/08/2023	MILK/ CI & CII NUTR PRGM	20.25
06.0300.3010.5430	DRIFTWOOD DAIRY, INC	13204	11/08/2023	MILK/ CI & CII NUTR PRGM	150.36
06.0300.3020.5430	DRIFTWOOD DAIRY, INC	13204	11/08/2023	MILK/ CI & CII NUTR PRGM	16.70
01.0170.1480.5215	E. TSENG & ASSOCIATES, INC.	13205	11/08/2023	DEC'22-SEPT'23 ANNUAL RPT- AB939 COMPLIANCE	7,500.00
01.0150.1530.5406	EL MONTE PRINTING	13206	11/08/2023	BUSINESS CARDS/ SR SVCS	88.20
01.0140.1430.5406	EL MONTE PRINTING	13206	11/08/2023	BUSINESS CARDS/ PLANNING MANAGER	55.13
01.0170.1020.5406	EL MONTE PRINTING	13206	11/08/2023	BUSINESS CARDS/ P.W DIRECTOR	49.61
01.0170.1020.5406	EL MONTE PRINTING	13206	11/08/2023	BUSINESS CARDS/ P.W SR ANALYST	49.61
01.0100.1010.5914	EM/SEM CHAMBER OF COMMERCE	13207	11/08/2023	2023 FINAL PAYMENT	10,000.00
01.0160.1650.5520	EWING IRRIGATION	13208	11/08/2023	Lids- reclamation water/ NTP	336.39
02.0170.1760.5540	EWING IRRIGATION	13208	11/08/2023	Irrigation repair/ median S.A ST&RD MTNC	71.32
01.0160.1650.5520	EWING IRRIGATION	13208	11/08/2023	VALVE REPAIR/ NTP	248.75
02.0170.1760.5540	EWING IRRIGATION	13208	11/08/2023	Durfee Bike Lane/ Irrigation supp	35.26
02.0170.1760.5540	EWING IRRIGATION	13208	11/08/2023	DURFEE BIKE LANE/ IRRIGATION REPAIRS	40.96
02.0170.1760.5540	EWING IRRIGATION	13208	11/08/2023	Durfee Bike Lane irrigation repairs	94.69
01.0160.1620.5520	EWING IRRIGATION	13208	11/08/2023	REPAIRS/ SCTR	74.37
01.0151.1542.5952	EXPLORER-1 AMBULANCE & MEDICAL SERVICES	13209	11/08/2023	NOV'23 BOXING SHOW/ AMBULANCE SVCS	1,800.00
01.0151.1543.5952	EXPLORER-1 AMBULANCE & MEDICAL SERVICES	13209	11/08/2023	NOV'23 5K TURKEY DASH/ AMBULANCE SVCS	825.00
01.0170.1750.5505	GARVEY EQUIPMENT COMPANY	13210	11/08/2023	BAR & CHAIN OIL- BLADES & CYCLE OIL	708.85
01.0170.1770.5525	GOT PROPANE INC	13211	11/08/2023	10/4 Forklift Propane	429.18
01.0100.1050.5215	GOVERNMENT STAFFING SERVICES, INC.	13212	11/08/2023	9/25-10/5/23 MUNI TEMP SVCS/ HR ANALYST	6,000.00
01.0100.1050.5215	GOVERNMENT STAFFING SERVICES, INC.	13212	11/08/2023	9/25-10/5/23 MUNI TEMP SVCS/ HR DIRECTOR	10,000.00
01.0100.1050.5215	GOVERNMENT STAFFING SERVICES, INC.	13212	11/08/2023	10/9-10/19 MUNI TEMP SVCS/ HR ANALYST	6,000.00
01.0100.1050.5215	GOVERNMENT STAFFING SERVICES, INC.	13212	11/08/2023	10/9-10/19/23 MUNI TEMP SVCS/ HR DIRECTOR	10,000.00
01.0150.1505.5204	GRACIE H. RETAMOZA	13213	11/08/2023	OCT'23 WOMEN & GIRLS COMM MTG	100.00
44.0800.8040.5555	GRANT'S TRUE VALUE HARDWARE	13214	11/08/2023	WASHERS/SCREWS BUSHELTER MANT	34.08
01.0160.1610.5520	GRANT'S TRUE VALUE HARDWARE	13214	11/08/2023	IRRIGATION REPAIRS/ CCTR	8.34
01.0000.0000.4512	GUOWEI HU	13215	11/08/2023	YOUTH BASKETBALL REFUND	60.00
01.0130.1310.5903	HDL COREN & CONE	13216	11/08/2023	OCT-DEC'23 PROPERTY TAX	2,175.00
01.0170.1760.5540	HONEYCOTT, INC	13217	11/08/2023	BEEHIVE REMOVAL/ KLINGERMAN	175.00
06.0300.3010.5215	HUNTINGTON CULINARY	13218	11/08/2023	WEEKLY MEALS/ CI & CII NUTR PRGM	4,122.75
06.0300.3020.5215	HUNTINGTON CULINARY	13218	11/08/2023	WEEKLY MEALS/ CI & CII NUTR PRGM	387.20
06.0300.3010.5215	HUNTINGTON CULINARY	13218	11/08/2023	WEEKLY MEALS/ CI & CII NUTR PRGM	302.50
06.0300.3020.5215	HUNTINGTON CULINARY	13218	11/08/2023	WEEKLY MEALS/ CI & CII NUTR PRGM	3,363.75
06.0300.3010.5215	HUNTINGTON CULINARY	13218	11/08/2023	MEAL ORDER/ CI & CII NUTR PRGM	387.20
06.0300.3020.5215	HUNTINGTON CULINARY	13218	11/08/2023	MEAL ORDER/ CI & CII NUTR PRGM	4,111.25
01.0160.1670.5520	INDUSTRIAL PIPE & STEEL	13219	11/08/2023	TRASH LID & WHOOOL/ MVD	8.42
01.0160.1640.5520	INDUSTRIAL PIPE & STEEL	13219	11/08/2023	LIFEGUARD STATION REPAIR/ AQUA	43.47
01.0160.1640.5520	INDUSTRIAL PIPE & STEEL	13219	11/08/2023	Lifeguard seat repair/ AQUA	16.37

01.0160.1640.5520	INDUSTRIAL PIPE & STEEL	13219	11/08/2023	Lifeguard seat repairs/ AQUA	14.44
01.0170.1710.5520	INNER-COOL CORP	13220	11/08/2023	AC REPAIR/ CHALL	453.00
01.0120.1210.5914	INT'L INSTITUTE OF MUNICIPAL CLERKS	13221	11/08/2023	MUNICIPL CLERK ANNUAL MEMBERSHIPS	225.00
01.0150.1505.5204	JACQUELINE RUBIO	13222	11/08/2023	OCT'23 WOMEN & GIRLS COMM MTG	100.00
02.0170.1760.5540	JCL TRAFFIC SERVICES	13223	11/08/2023	STENCILS CITYWIDE	286.41
01.0151.1543.5952	JCL TRAFFIC SERVICES	13223	11/08/2023	CONES AND BARRICADES/ NIGHT MARKET	1,262.80
01.0151.1543.5952	JCL TRAFFIC SERVICES	13223	11/08/2023	STREET CLOSURE RENTALS/ NIGHT MARKET	900.00
01.0151.1543.5952	JCL TRAFFIC SERVICES	13223	11/08/2023	EQUIP RENTALS/ NIGHT MARKET	1,846.15
01.0140.1410.5204	JEFFREY MICHAEL ORTIZ	13224	11/08/2023	OCT'23 PC MEETING	150.00
01.0100.1050.5934	JOHN POEHLER	13225	11/08/2023	9/11/23 LIVSCAN REIMB	25.00
01.0000.0000.4554	JUAN MUNIZ	13226	11/08/2023	10/21/23 DAMAGE DEPOSIT RFND/ MVD COMM ROOM	50.00
01.0000.0000.4554	JUDITH HERNANDEZ	13227	11/08/2023	10/29/23 DAMAGE DEPOSIT RFND/ MVD COMM ROOM	50.00
01.0140.1410.5204	KENNETH EUEKHEANG TANG	13228	11/08/2023	OCT'23 PC MEETING	150.00
02.0170.1760.5537	L.A. COUNTY DEPT OF PUBLIC WORKS	13229	11/08/2023	FY23-24 2ND QUARTER/ COUNTY LIGHT MTNC	30,163.00
01.0110.1110.5220	L.A. COUNTY SHERIFF'S DEPT.	13230	11/08/2023	SEPT'23 B/W PATROL FORD EXPLR	17,640.16
01.0110.1110.5220	L.A. COUNTY SHERIFF'S DEPT.	13230	11/08/2023	SEPT'23 LAW ENFORCEMENT SVCS	332,863.76
01.0110.1110.5220	L.A. COUNTY SHERIFF'S DEPT.	13230	11/08/2023	SEPT'23 SPL ASSIGN DEPUTY	108,072.64
01.0110.1110.5220	L.A. COUNTY SHERIFF'S DEPT.	13230	11/08/2023	SEPT'23 GRANT SPL ASSIGN DEPUTY	18,883.78
01.0110.1110.5610	L.A. COUNTY SHERIFF'S DEPT.	13230	11/08/2023	SEPT'23 LIABILITY INSURANCE	55,178.42
01.0110.1110.5633	L.A. COUNTY SHERIFF'S DEPT.	13230	11/08/2023	9/7/23 NIGHT MARKET SVCS	2,279.38
01.0110.1110.5635	L.A. COUNTY SHERIFF'S DEPT.	13230	11/08/2023	SEPT'23 TRAFFIC ENFORCEMENT	3,175.20
01.0100.1040.5922	LAB1419	13231	11/08/2023	APRONS/ COMM PROMOTION	291.06
01.0100.1050.5406	LAB1419	13231	11/08/2023	SOFT SHELL JACKET/ HR	114.49
01.0140.1410.5204	LARRY RODRIGUEZ	13232	11/08/2023	OCT'23 PC MEETING	150.00
01.0140.1410.5204	LEONEL A. BARRERA JR	13233	11/08/2023	OCT'23 PC MEETING	150.00
01.0000.0000.4554	LORENA DE LA TORRE	13234	11/08/2023	9/30/23 DAMAGE DEPOSIT RFND/ MVD COMM ROOM	50.00
01.0000.0000.4250	LUO LIE	13235	11/08/2023	DUPLICATE PLAN CHECK FEE RFND/ RES-ACC-23-023	258.00
01.0000.0000.4554	MARIA MANZO	13236	11/08/2023	9/10/23 DAMAGE DEPOSIT RFND/ MVD COMM ROOM	50.00
01.0000.0000.4554	MARINA RAYGOZA	13237	11/08/2023	10/14/23 DAMAGE DEPOSIT RFND/ MVD COMM ROOM	50.00
01.0000.0000.4554	MARISOL CHAVEZ	13238	11/08/2023	9/17/23 RESERVATION RFND/ MVD COMM ROOM	50.00
01.0150.1505.5204	MIRNA IVETTE SANCHEZ	13239	11/08/2023	OCT'23 WOMEN & GIRLS COMM MTG	100.00
01.0100.1020.5405	MRC SMART TECHNOLOGY SOLUTIONS	13240	11/08/2023	CHALL COPY ROOM STAPLES	165.36
01.0130.1330.5950	MRC SMART TECHNOLOGY SOLUTIONS	13240	11/08/2023	4/3-7/29/23 COPY OVERAGE	3,213.31
01.0130.1330.5950	MRC SMART TECHNOLOGY SOLUTIONS	13240	11/08/2023	7/30-10/29/23 COPY OVERAGE	3,735.12
01.0150.1515.5204	NAOMI LOPEZ	13241	11/08/2023	OCT'23 PC MEETING	100.00
01.0100.1020.5406	OFFICE DEPOT	13242	11/08/2023	CHALL COPY ROOM SUPP	635.15
01.0151.1543.5952	PACIFIC COAST RACING TIMING	13243	11/08/2023	TURKEY DASH TIMING SYSTEM DEPOSIT	1,600.00
01.0151.1543.5952	PARTY PRONTO	13244	11/08/2023	10/5 EQUIP RENTAL/ NIGHT MARKET	1,028.00
01.0170.1020.5956	PHAT NGUYEN	13245	11/08/2023	CY23 Boot allowance	200.00
01.0140.7020.5215	PHOENIX GROUP INFORMATION SYSTEMS	13246	11/08/2023	SEPT'23 ADMIN CITE PROCESSING SVCS	360.88
01.0140.1100.5215	PHOENIX GROUP INFORMATION SYSTEMS	13246	11/08/2023	SEPT'23 PARKING CITE SVCS	7,560.43
01.0100.1040.5922	PRINT XPRESSIONS	13247	11/08/2023	MUGS/ SENIOR SVCS	434.10
01.0160.1610.5520	QUENCH USA, INC.	13248	11/08/2023	OCT'23 WATER FILTER/ CCTR	38.59
01.0140.1410.5204	ROBERTO SANCHEZ	13249	11/08/2023	OCT'23 PC MEETING	150.00
01.0150.1515.5204	RUDY LOPEZ	13250	11/08/2023	OCT'23 PC MEETING	100.00
01.0170.1750.5520	SAKAIDA NURSERY	13251	11/08/2023	4 HOLLY OAK TREES/ FAWCETT	599.76
01.0000.0000.4250	SEAN HARTFIELD	13252	11/08/2023	REFUND DUPLICATE PERMIT/ COM-ALT-23-028	105.00
01.0000.0000.4250	SEAN HARTFIELD	13252	11/08/2023	REFUND DUPLICATE BLDG PERMIT/ COM-ALT-23-028	250.00
01.0000.0000.4522	SENDY ALVAREZ OJEDA	13253	11/08/2023	TURKEY DASH PARTICIPANT RFND	5.00
01.0100.1020.5912	SGV CITY MANAGERS' ASSOCIATION	13254	11/08/2023	10/18 LUNCH MTG/ CM	35.00
01.0000.0000.4554	SIYI LI	13255	11/08/2023	8/12/23 DAMAGE DEPOSIT RFND/ MVD COMM	50.00
01.0160.1620.5520	SMARDAN SUPPLY	13256	11/08/2023	CLOSET BRACKET/ SCTR	30.66

01.0151.1543.5952	SMITTY'S SIGNWORKS, INC	13257	11/08/2023	BANNERS/ NIGHT MARKET	770.00
01.0160.1660.5520	SOUTHEAST CONSTRUCTION PRODUCTS,INC	13258	11/08/2023	IRRIGATION SUPPLIES/ SHIVLEY	57.94
01.0170.1750.5520	SOUTHEAST CONSTRUCTION PRODUCTS,INC	13258	11/08/2023	SAND/ FIRE DEPT	159.99
02.0170.1760.5540	SOUTHEAST CONSTRUCTION PRODUCTS,INC	13258	11/08/2023	11120 RUSH ST DRAIN REPAIR	9.48
01.0170.1770.5525	SRS AUTOMOTIVE	13259	11/08/2023	#11 NEW LOCK SOLENOID	375.77
01.0151.1543.5952	SUNBELT RENTALS, INC.	13260	11/08/2023	GENERATOR RENTAL/ NIGHT MARKET	195.36
02.0170.1760.5540	SUNBELT RENTALS, INC.	13260	11/08/2023	CONCRETE MIXER & CONCRETE	286.38
01.0150.1530.5406	SUPERIOR WAREHOUSE GROCERS	13261	11/08/2023	CLOROX WIPES	35.16
06.0300.3010.5430	SUPERIOR WAREHOUSE GROCERS	13261	11/08/2023	BREAD/ CI & CII NUTR PRGM	53.46
06.0300.3020.5430	SUPERIOR WAREHOUSE GROCERS	13261	11/08/2023	BREAD/ CI & CII NUTR PRGM	5.94
01.0150.1540.5431	SUPERIOR WAREHOUSE GROCERS	13261	11/08/2023	AFTER SCHOOL PRGM SUPP	58.65
06.0300.3010.5430	SUPERIOR WAREHOUSE GROCERS	13261	11/08/2023	CLOROX/ KITCHEN MACHINE WASHER	23.56
01.0150.1540.5431	SUPERIOR WAREHOUSE GROCERS	13261	11/08/2023	AFTER SCHOOL PRGM SUPPLIES	14.94
06.0300.3010.5430	SUPERIOR WAREHOUSE GROCERS	13261	11/08/2023	FIBER BREAD/ CI & CII NUTR PRGM	95.94
06.0300.3020.5430	SUPERIOR WAREHOUSE GROCERS	13261	11/08/2023	FIBER BREAD/ CI & CII NUTR PRGM	10.65
06.0300.3010.5430	SUPERIOR WAREHOUSE GROCERS	13261	11/08/2023	TOSTADAS/ CI & CII NUTR PGRM	41.22
06.0300.3020.5430	SUPERIOR WAREHOUSE GROCERS	13261	11/08/2023	TOSTADAS/ CI & CII NUTR PGRM	4.58
06.0300.3010.5430	SUPERIOR WAREHOUSE GROCERS	13261	11/08/2023	BREAD/ CI & CII NUTR PRGM	84.81
06.0300.3020.5430	SUPERIOR WAREHOUSE GROCERS	13261	11/08/2023	BREAD/ CI & CII NUTR PRGM	9.42
06.0300.3020.5430	SUPERIOR WAREHOUSE GROCERS	13261	11/08/2023	HOME DELIVERED FROZEN MEAL/ CI NUTR PRGM	77.87
01.0100.1050.5936	TAG/AMS, INC.	13262	11/08/2023	AUG'23 Random Drug test	180.00
01.0100.1050.5936	TAG/AMS, INC.	13262	11/08/2023	ANNUAL RENEWAL FEE	300.00
06.0300.3010.5430	THE SAUCE CREATIVE SERVICES CORP.	13263	11/08/2023	TABLECLOTHES/ NUTR PRGM TABLE	793.55
01.0151.1543.6020	THE STAGE DEPOT	13264	11/08/2023	RESERVATION STAGE/ SPECIAL EVENTS	31,017.67
01.0140.1440.5210	TRANSTECH ENGINEERING, INC.	13265	11/08/2023	APR'23 PLAN CHECK SVCS	41,154.25
01.0140.1440.5210	TRANSTECH ENGINEERING, INC.	13265	11/08/2023	JULY'23 PLAN CHECK SVCS	8,104.18
01.0170.1105.5215	TRANSTECH ENGINEERING, INC.	13265	11/08/2023	JULY'23 ENG SVCS/ TRF GRANT SIGNAL	337.50
01.0170.1105.5215	TRANSTECH ENGINEERING, INC.	13265	11/08/2023	JULY'23 ATP-ADMIN #110	363.00
01.0000.0000.4554	TRINIDAD MARQUEZ	13266	11/08/2023	8/13/23 DAMAGE DEPOSIT RFND/ MVD COMM ROOM	50.00
01.0130.1310.5215	TRUSAIC	13267	11/08/2023	NOV'23 ACA MONTHLY	1,040.40
01.0130.1330.5931	TYLER TECHNOLOGIES, INC	13268	11/08/2023	9/1/23-4/30/24 PERMITTING ACCESS & PERMITTING	3,572.00
01.0150.1540.6015	TYLER TECHNOLOGIES, INC	13268	11/08/2023	PARK & REC ONLINE SYSTEM TNG SESSION	520.00
92.0000.0000.6125	U.S. BANK	13269	11/08/2023	OCT'23-SEPT'23 BOND ADMIN FEE	2,100.00
01.0170.1720.5420	UNISHIELD	13270	11/08/2023	FIRST AID SUPPLIES	103.90
01.0160.1620.5420	UNISHIELD	13270	11/08/2023	FIRST AID SUPPLIES	70.34
01.0150.1515.5204	VALERIE BECHTOLD	13271	11/08/2023	OCT'23 PC MEETING	100.00
01.0000.0000.4250	VAUGHN ELECTRIC INC	13272	11/08/2023	PLAN CHECK FEE WITHDRAW REFUND/ AMD-SCOPE-050	257.50
01.0000.0000.4554	VIANETH TELLEZ	13273	11/08/2023	10/14/23 RESERVATION SECURITY RFND/ CCTR	456.00
01.0170.1710.5520	WATER CHEMISTS,DIV. OF CCI CHEMICAL	13274	11/08/2023	OCT '23 H2O TREATMENT	200.00
68.0900.9000.5968	WEST & ASSOCIATES ENGINEERING, INC.	13275	11/08/2023	9/29-10/31/23 SAFE ROUTES TO SCHOOL #110	18,000.00
01.0150.1530.5952	WINNER INTERNATIONAL INC.	13276	11/08/2023	BALLOONS/ SPECIAL EVENTS	46.26
01.0150.1530.5952	WINNER INTERNATIONAL INC.	13276	11/08/2023	BALLOONS/ SPECIAL EVENT	29.16
01.0150.1530.5952	WINNER INTERNATIONAL INC.	13276	11/08/2023	BALLOONS/ SPECIAL EVENT	41.33
01.0150.1530.5952	WINNER INTERNATIONAL INC.	13276	11/08/2023	DIA DE LOS MUERTOS DECORATION	9.65
02.0170.1760.5545	WINZER	13277	11/08/2023	GRAFFITI REMOVER	1,308.25
02.0170.1760.5545	WINZER	13277	11/08/2023	Graffiti Remover	475.42
01.0130.1330.5950	XEROX CORPORATION	13278	11/08/2023	9/30-10/29/23 COPIER LEASE	1,547.99
01.0100.1010.5910	ELAN FINANCIAL SERVICES	DFT0001107	09/08/2023	ICSC MEMBERSHIP- YEARLY FEE	125.00
01.0100.1020.5932	ELAN FINANCIAL SERVICES	DFT0001107	09/08/2023	8/14-9/13/23 ZOOM MNTHLY SUBSCRIPTION	15.99
01.0130.1330.5715	ELAN FINANCIAL SERVICES	DFT0001107	09/08/2023	RE-OCCURRING PHONE CHARGES	6.99
01.0130.1330.5715	ELAN FINANCIAL SERVICES	DFT0001107	09/08/2023	CITY COUNCIL HOT SPOTS	220.00
01.0130.1330.5715	ELAN FINANCIAL SERVICES	DFT0001107	09/08/2023	RE-OCCURRING HOT SPOT CHARGE	55.00

01.0151.1542.5499	ELAN FINANCIAL SERVICES	DFT0001107	09/08/2023	WHITTIER FLIGHT CLUB/ BOXING GYMS SUPP	413.59
01.0151.1543.5952	ELAN FINANCIAL SERVICES	DFT0001107	09/08/2023	NOTEBOOKS/ BACK TO SCHOOL GIVEAWAY	35.83
01.0150.1530.5952	ELAN FINANCIAL SERVICES	DFT0001107	09/08/2023	POSTERWALL MONTHLY SUBSCRIPTION	9.95
01.0100.1040.5922	U.S. BANK NATIONAL ASSOCIATION	DFT0001108	09/01/2023	POWELL CAMERA REFUND CREDIT	(4,166.22)
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0001108	09/01/2023	SUMMER SEMINAR/ MEALS	2.00
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0001108	09/01/2023	SUMMER SEMINAR/ MEALS	2.00
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0001108	09/01/2023	SUMMER SEMINAR/ HOTEL CHARGES	855.30
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0001108	09/01/2023	07/27-07/30/23 ICA SUMMER SEMINAR- MEALS	86.21
01.0100.1010.5914	U.S. BANK NATIONAL ASSOCIATION	DFT0001108	09/01/2023	SUMMER SEMINAR/ TRANSPORTATION CHARGES	74.38
01.0100.1020.5405	U.S. BANK NATIONAL ASSOCIATION	DFT0001108	09/01/2023	CHALL SUPPLIES	376.90
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0001108	09/01/2023	AFTER SCHOOL PRGM SUPPLIES	279.36
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0001108	09/01/2023	AFTER SCHOOL PRGM SUPPLIES	63.89
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0001108	09/01/2023	AFTER SCHOOL PRGM SUPPLIES	132.28
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0001108	09/01/2023	SPECIAL EVENT SUPPLIES	117.31
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0001108	09/01/2023	SPECIAL EVENT SUPPLIES	212.29
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0001108	09/01/2023	SPECIAL EVENT SUPPLIES	363.00
01.0100.1010.5912	U.S. BANK NATIONAL ASSOCIATION	DFT0001108	09/01/2023	7/25 CITY COUNCIL MEETING- FOOD	169.69
01.0100.1020.5405	U.S. BANK NATIONAL ASSOCIATION	DFT0001108	09/01/2023	CITY COUNCIL/ CHALL SNACKS	206.45
01.0150.1505.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0001108	09/01/2023	WOMENS EMPOWERMENT CONF REGISTRATION FEE	55.20
01.0150.1540.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0001108	09/01/2023	BUSINESS CARDS/ COMM SVCS DIRECTOR	75.00
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0001108	09/01/2023	SUMMER PARTNERSHIP PRGM SUPP	78.37
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0001108	09/01/2023	AQUATIC PRGM SUPPLIES	85.84
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0001108	09/01/2023	SUMMER CAMP EXCURSION DEPOSIT	150.00
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0001108	09/01/2023	SUMMER PARTNERSHIP PRGM SITE HIGHLIGHT SUPP	168.43
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0001108	09/01/2023	SUMMER PARTNERSHIP PRGM SITE HIGHLIGHT SUPP	175.43
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0001108	09/01/2023	AFTER SCHOOL PRGM SUPP	180.28
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0001108	09/01/2023	SUMMER PARTNERSHIP PRGM SUPP	191.95
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0001108	09/01/2023	SUMMER PARTNERSHIP PRGM SUPP	67.54
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0001108	09/01/2023	SUMMER CAMP PRGM SUPPLIES	46.51
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0001108	09/01/2023	SUMMER CAMP PRGM SUPPLIES	15.11
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0001108	09/01/2023	SUMMER CAMP PRGM SUPPLIES	271.34
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0001108	09/01/2023	SUMMER PARTNERSHIP PRGM SUPP	214.73
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0001108	09/01/2023	SUMMER CAMP PRGM SUPPLIES	327.00
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0001108	09/01/2023	SUMMER CAMP EXCURSION SUPP	1,043.97
01.0150.1540.6015	U.S. BANK NATIONAL ASSOCIATION	DFT0001108	09/01/2023	TYLER ONLINE REGISTRATION HARDWARE	569.50
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0001108	09/01/2023	NEIGHBORHOOD WATCH FOOD SUPPLIES	175.82
01.0130.1330.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0001108	09/01/2023	APPLE ICLOUD SUBSCRIPTION	9.99
01.0170.1710.5420	U.S. BANK NATIONAL ASSOCIATION	DFT0001108	09/01/2023	HEARTSTART AED BATTERY	676.00
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0001108	09/01/2023	LEAGUE OF CA CITIES- REGISTRATION CREDIT RFND	(575.00)
01.0150.1530.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0001108	09/01/2023	SNACKS/ SENIOR SVCS PRGM	181.61
01.0150.1530.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0001108	09/01/2023	SPECIAL SENIOR ACTIVITIES/ SUPPLIES	68.20
06.0300.3020.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0001108	09/01/2023	SILVERWARE/ SENIOR NUTR PRGM	69.50
06.0300.3020.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0001108	09/01/2023	CONGREGATE SUPPLIES/ SENIOR NURT PRGM	253.02
01.0150.1540.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0001108	09/01/2023	OFFICE SUPPLIES	35.40
01.0150.1540.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0001108	09/01/2023	OFFICE SUPPLIES	27.53
01.0150.1540.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0001108	09/01/2023	OFFICE SUPPLIES	12.45
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0001108	09/01/2023	WRISTBANDS/ AQUATICS	69.19
01.0150.1540.5956	U.S. BANK NATIONAL ASSOCIATION	DFT0001108	09/01/2023	AQUATIC STAFF UNIFORMS	626.84
01.0151.1542.5499	U.S. BANK NATIONAL ASSOCIATION	DFT0001108	09/01/2023	BOXING GYM SUPPLIES	755.82
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0001108	09/01/2023	EVENT TABLES	440.89
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0001108	09/01/2023	NATIONAL NIGHT OUT SUPPLIES	442.09
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0001108	09/01/2023	JULY 23'- JULY 24' MOTION PICTURE LICENSING CORP	1,081.03

01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0001108	09/01/2023	CHARACTER COSTUMES/ COMMUNITY SVCS	170.83
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0001108	09/01/2023	CITY BDAY CELEBRATION/ CUPCAKE GIVEAWAYS	175.78
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0001108	09/01/2023	BIKE RIDE SUPPLIES	183.96
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0001108	09/01/2023	NATIONAL NIGHT OUT FOOD SUPPLIES	431.99
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0001108	09/01/2023	NATIONAL NIGHT OUT FOOD SUPPLIES	621.84
01.0151.1545.5210	U.S. BANK NATIONAL ASSOCIATION	DFT0001108	09/01/2023	GENERATOR RENTAL REFUEL/ SUMMER CONCERT	15.60
01.0151.1545.5210	U.S. BANK NATIONAL ASSOCIATION	DFT0001108	09/01/2023	GENERATOR RENTAL/ SUMMER CONCERT	155.68
01.0151.1545.5210	U.S. BANK NATIONAL ASSOCIATION	DFT0001108	09/01/2023	GENERATOR RENTAL REFUEL/ SUMMER CONCERT	28.80
01.0151.1545.5210	U.S. BANK NATIONAL ASSOCIATION	DFT0001108	09/01/2023	GENERATOR RENTAL/ SUMMER CONCERT	155.68
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0001108	09/01/2023	FLIGHT CHARGES/ LEAGUE OF CA CITIES- COUNCIL	605.96
01.0100.1020.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0001108	09/01/2023	FLIGHT CHARGES/ LEAGUE OF CA CITIES	605.96
01.0100.1020.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0001108	09/01/2023	9/20-9/22/23 LEAGUE OF CA CITIES CONF FEES	700.00
01.0100.1020.5912	U.S. BANK NATIONAL ASSOCIATION	DFT0001108	09/01/2023	AUG'23 CCCA- BOARD OF DIRECTOR MTG	25.00
01.0100.1020.5912	U.S. BANK NATIONAL ASSOCIATION	DFT0001108	09/01/2023	MEETING W/MAYOR/ REVIEW OF CITY COUNCIL AGENDA	57.30
01.0100.1020.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0001108	09/01/2023	SGV TRIBUNE SUBSCRIPTION	26.00
01.0100.1020.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0001108	09/01/2023	LA TIMES SUBSCRIPTION	15.96
01.0100.1020.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0001108	09/01/2023	7/23-8/22/23 MONTHLY ZOOM SUBSCRIPTION	319.90
01.0100.1040.5922	U.S. BANK NATIONAL ASSOCIATION	DFT0001108	09/01/2023	FB AD/ CITY EVENTS	13.11
01.0100.1040.5922	U.S. BANK NATIONAL ASSOCIATION	DFT0001108	09/01/2023	ADOBE MONTHLY SUBSCRIPTION	9.99
01.0100.1040.5922	U.S. BANK NATIONAL ASSOCIATION	DFT0001108	09/01/2023	FB AD/ CITY EVENTS	110.44
01.0100.1040.5922	U.S. BANK NATIONAL ASSOCIATION	DFT0001108	09/01/2023	FB AD/ CITY EVENTS	175.00
01.0100.1010.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0001108	09/01/2023	CITY COUNCIL OFFICE SUPPLIES	56.81
01.0100.1010.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0001108	09/01/2023	BACK TO SCHOOL BANNER	182.89
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0001108	09/01/2023	9/8-9/10/23 FALL EDU SUMMIT REGISTRATION/ COUCIL	725.00
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0001108	09/01/2023	CA CONTRACT CITIES ASSOCIATION MTG	25.00
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0001108	09/01/2023	LEAGUE OF CA CITIES REGISTRATION	775.00
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0001108	09/01/2023	CITY COUNCIL/ WORKPLACE HARRASSMENT TRAINING	160.65
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0001108	09/01/2023	LEAGUE OF CA CITIES CONF/ FLIGHT CHARGES	835.96
01.0100.1010.5912	U.S. BANK NATIONAL ASSOCIATION	DFT0001108	09/01/2023	CITY COUNCIL MTG DINNER	382.00
01.0100.1010.5912	U.S. BANK NATIONAL ASSOCIATION	DFT0001108	09/01/2023	INTERN LUNCHEON	422.46
01.0100.1010.5912	U.S. BANK NATIONAL ASSOCIATION	DFT0001108	09/01/2023	SHERIFF MEETING SUPP	64.00
01.0100.1020.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0001108	09/01/2023	CHALL OFFICE SUPPLIES	260.00
01.0100.1020.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0001108	09/01/2023	IPHONE APP/ YEARLY RENEWAL	29.99
01.0100.1020.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0001108	09/01/2023	CHALL SUPPLIES	321.64
01.0100.1020.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0001108	09/01/2023	CHALL CLEANING SUPPLIES	6.99
01.0100.1020.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0001108	09/01/2023	CHALL SUPPLIES	92.64
01.0100.1020.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0001108	09/01/2023	CHALL OFFICE SUPP	17.75
01.0100.1020.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0001108	09/01/2023	CHALL SUPPLIES	7.58
01.0100.1020.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0001108	09/01/2023	CHALL SUPPLIES	16.57
01.0100.1050.5940	U.S. BANK NATIONAL ASSOCIATION	DFT0001108	09/01/2023	EMPLOYEE RECOGNITION LUNCHEON	402.64
01.0100.1050.5940	U.S. BANK NATIONAL ASSOCIATION	DFT0001108	09/01/2023	AMAZON SUPPLIES	40.96
01.0100.1050.5940	U.S. BANK NATIONAL ASSOCIATION	DFT0001108	09/01/2023	AMAZON SUPPLIES	36.94
01.0100.1050.5940	U.S. BANK NATIONAL ASSOCIATION	DFT0001108	09/01/2023	CHALL SUPP/ EMPLOYEE RECOGNITION #629	30.61
01.0130.1330.5715	U.S. BANK NATIONAL ASSOCIATION	DFT0001108	09/01/2023	AI SPEECH & REPORT APP	6.99
01.0130.1330.5715	U.S. BANK NATIONAL ASSOCIATION	DFT0001108	09/01/2023	ICLOUD PICTURE STOAGE	2.99
01.0150.1530.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0001108	09/01/2023	AUGUST & SEPT CRAFTS	82.70
01.0150.1530.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0001108	09/01/2023	ADDITIONAL CRAFT SUPPLIES	9.52
01.0150.1530.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0001108	09/01/2023	GETWELL CARDS/ SENIORS	20.68
01.0150.1530.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0001108	09/01/2023	8/4-9/3/23 DIRECT TV SVCS	98.23
01.0150.1530.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0001108	09/01/2023	ADDITIONAL CRAFT SUPPLIES	43.20
01.0150.1530.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0001108	09/01/2023	AUGUST CRAFT SUPPLIES	60.50
01.0150.1530.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0001108	09/01/2023	ADDITIONAL CRAFT SUPPLIES	13.47

01.0150.1530.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0001108	09/01/2023	CALIFORNIA SNACK FOODS/ COMMUNITY EVENT	36.00
01.0150.1530.5908	U.S. BANK NATIONAL ASSOCIATION	DFT0001108	09/01/2023	SERVSAFE TRAINING	149.00
01.0150.1530.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0001108	09/01/2023	CAKE/ CITY LUNCHEON	40.98
06.0300.3010.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0001108	09/01/2023	PROPAIN TANK/ NUTR PRGM	132.26
06.0300.3010.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0001108	09/01/2023	CI NUTR PRGM SUPPLIES	411.19
44.0800.8010.5956	U.S. BANK NATIONAL ASSOCIATION	DFT0001108	09/01/2023	TRANS UNIFORMS/ STAFF	72.73
44.0800.8010.5956	U.S. BANK NATIONAL ASSOCIATION	DFT0001108	09/01/2023	TRANS UNIFORMS/ STAFF	156.51
01.0130.1330.5215	U.S. BANK NATIONAL ASSOCIATION	DFT0001108	09/01/2023	JULY'23 STAMPLI MONTHLY CHARGE	1,548.00
01.0130.1330.5215	U.S. BANK NATIONAL ASSOCIATION	DFT0001108	09/01/2023	AUG'23 INTERNET SVCS	336.85
01.0130.1330.5715	U.S. BANK NATIONAL ASSOCIATION	DFT0001108	09/01/2023	6/3-7/2/23 CITY CELL SVCS	5,097.02
01.0130.1330.5715	U.S. BANK NATIONAL ASSOCIATION	DFT0001108	09/01/2023	7/16-8/15/23 CABLE & INTERNET SVCS	325.09
01.0130.1330.5715	U.S. BANK NATIONAL ASSOCIATION	DFT0001108	09/01/2023	7/7-8/6/23 CABLE & INTERNET SVCS/ YARD	152.97
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0001108	09/01/2023	AUG'23 BOARD OF DIRECTOR MEETING	25.00
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0001108	09/01/2023	9/20-9/22/23 LEAGUE OF CA CITIES CONF FEES	700.00
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0001108	09/01/2023	NAELO 40TH ANNUAL CONF/ TRANSPORTATION CHARGES	10.39
01.0100.1040.5922	U.S. BANK NATIONAL ASSOCIATION	DFT0001108	09/01/2023	CANON CAMERA/ CITY PRGM-EVENTS	4,188.33
01.0130.1310.5914	U.S. BANK NATIONAL ASSOCIATION	DFT0001108	09/01/2023	TVALUE ONLINE ANNUAL SUBSCRIPTION	60.00
02.0170.1760.5550	ATHENS SERVICES	DFT0001109	10/16/2023	OCT'23 SWEEPER SVCS	6,140.00
01.0000.0000.2020	CALPERS RETIREMENT	DFT0001110	10/06/2023	PPE 09/30/23 RATE PLAN 27216	12,287.13
01.0000.0000.2020	CALPERS RETIREMENT	DFT0001110	10/06/2023	PPE 09/30/23 RATE PLAN 23047	1,990.62
01.0000.0000.2020	CALPERS RETIREMENT	DFT0001110	10/06/2023	PPE 09/30/23 RATE PLAN 685	10,000.57
01.0000.0000.2205	DEPARTMENT OF THE TREASURY	DFT0001111	10/16/2023	PPE 10/14/23 FEDERAL	132.52
01.0000.0000.2215	DEPARTMENT OF THE TREASURY	DFT0001111	10/16/2023	PPE 10/14/23 FICA	345.74
01.0000.0000.2215	DEPARTMENT OF THE TREASURY	DFT0001111	10/16/2023	PPE 10/14/23 MEDICARE	80.84
01.0130.1310.5180	DEPARTMENT OF THE TREASURY	DFT0001112	10/16/2023	3RD QTR 2023/ FEDERAL	43.26
01.0000.0000.2205	DEPARTMENT OF THE TREASURY	DFT0001113	10/06/2023	PPE 09/30/23 FEDERAL	17,108.59
01.0000.0000.2215	DEPARTMENT OF THE TREASURY	DFT0001113	10/06/2023	PPE 09/30/23 FICA	24,486.64
01.0000.0000.2215	DEPARTMENT OF THE TREASURY	DFT0001113	10/06/2023	PPE 09/30/23 MEDICARE	5,726.58
01.0000.0000.2210	EMPLOYMENT DEVELOPMENT DEPT.	DFT0001114	10/17/2023	PPE 10/14/23 STATE WTHD'G	24.75
01.0130.1310.5180	EMPLOYMENT DEVELOPMENT DEPT.	DFT0001115	10/17/2023	3RD QTR 2023	4.56
01.0000.0000.2210	EMPLOYMENT DEVELOPMENT DEPT.	DFT0001116	10/10/2023	PPE 09/30/23 STATE WTHD'G	5,473.18
01.0000.0000.2230	EMPLOYMENT DEVELOPMENT DEPT.	DFT0001116	10/10/2023	PPE 09/30/23 UI TAX WTHD'G	223.91
01.0000.0000.2230	EMPLOYMENT DEVELOPMENT DEPT.	DFT0001116	10/10/2023	PPE 09/30/23 TNG WTHD'G	11.20
01.0000.0000.2270	EXPERT PAY - STATE DISBURSEMENT UNIT	DFT0001117	10/06/2023	CASE 200000002163990	359.00
01.0000.0000.2270	EXPERT PAY - STATE DISBURSEMENT UNIT	DFT0001117	10/06/2023	CASE 0980438	150.00
01.0000.0000.2270	EXPERT PAY - STATE DISBURSEMENT UNIT	DFT0001117	10/06/2023	CASE 200000002135289	780.50
01.0000.0000.2270	EXPERT PAY - STATE DISBURSEMENT UNIT	DFT0001117	10/06/2023	CASE 1457313	402.50
01.0170.1770.5950	JCB FINANCE, PROG. BANK OF THE WEST	DFT0001118	10/17/2023	OCT'23 TRACTOR LEASE	1,694.67
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001119	09/27/2023	8/10-9/12/23 1707 N MERCED	72.93
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001120	09/27/2023	8/10-9/12/23 10452 E RUSH	113.97
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001121	09/27/2023	8/10-9/12/23 N LERMA/ MILLET	232.57
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001122	10/09/2023	8/22-9/21/23 1556 IRRG CENTRAL	386.85
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001123	10/09/2023	8/22-9/21/23 1530 IRRG CENTRAL	402.47
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001124	09/27/2023	8/10-9/12/23 1819 N CENTRAL	264.47
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001125	10/16/2023	10/1-11/1/23 1415 N SANTA ANITA	72.29
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001126	09/27/2023	8/10-9/12/23 1415 N SANTA ANITA	355.60
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001127	09/27/2023	8/10-9/12/23 1819 N MERCED	168.65
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001128	09/27/2023	8/10-9/12/23 MERCED N/W SANTA ANITA	59.26
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001129	10/09/2023	8/10-9/12/23 1450 LIDCOMBE	337.37
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001130	10/16/2023	10/1-11/1/23 1900 N CENTRAL	108.44
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001131	09/27/2023	8/10-09/12/23 2000 IRRIG SANTA ANITA	72.96
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001132	09/27/2023	8/10-9/12/23 2022 N CENTRAL	95.74

01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001133	09/27/2023	8/10-9/12/23 1900 N CENTRAL	164.09
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001134	09/27/2023	8/10-9/12/23 1824 N CENTRAL	546.98
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001135	09/27/2023	8/10-9/12/23 1556 N CENTRAL	401.17
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001136	09/27/2023	8/10-9/12/23 1530 N CENTRAL	278.13
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001137	09/27/2023	8/10-9/12/23 1500 N CENTRAL	1,166.70
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001138	09/27/2023	8/10-9/12/23 N/E MERCED SANTA ANITA	278.04
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001139	09/27/2023	8/10-9/12/23 1652 IRRIG TYLER	364.61
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001140	10/09/2023	8/22-9/21/23 1 1819 CENTRAL	855.56
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001141	10/09/2023	8/22-9/21/23 1450 LIDCOMBE	4,363.91
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001142	10/09/2023	8/22-9/21/23 1415 IRRG SANTA ANITA	687.61
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001143	10/09/2023	8/22-9/21/23 1500 CENTRAL	683.70
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001144	10/09/2023	8/22-9/21/23 1402 IRR LERMA	3,288.93
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001145	10/09/2023	8/22-9/21/23 1341 ISLAND/ SANTA ANITA	50.79
01.0170.1730.5705	SO CAL GAS	DFT0001146	10/11/2023	8/29-9/29/23 1415 SANTA ANITA	628.34
02.0170.1760.5725	SOUTHERN CALIFORNIA EDISON	DFT0001147	09/20/2023	8/1-8/31/23 STREET LIGHTS	1,971.34
01.0170.1730.5710	SOUTHERN CALIFORNIA EDISON	DFT0001148	08/02/2023	6/20-7/20/23 6465 GARVEY AVE	30.74
01.0170.1730.5710	SOUTHERN CALIFORNIA EDISON	DFT0001149	09/05/2023	7/21-8/20/23 9465 GARVEY AVE	31.54
01.0170.1730.5710	SOUTHERN CALIFORNIA EDISON	DFT0001150	10/02/2023	8/21-9/19/23 9465 GARVEY AVE	42.55
02.0170.1760.5725	SOUTHERN CALIFORNIA EDISON	DFT0001151	10/16/2023	9/1-9/30/23 STREET LIGHTS	2,619.59
02.0170.1760.5725	SOUTHERN CALIFORNIA EDISON	DFT0001152	10/16/2023	9/1-9/30/23 STREET LIGHTS	4,982.76
01.0170.1730.5710	SOUTHERN CALIFORNIA EDISON	DFT0001153	10/16/2023	9/1-9/30/23 2028 CENTRAL	292.07
02.0170.1760.5725	SOUTHERN CALIFORNIA EDISON	DFT0001154	10/16/2023	9/1-9/30/23 STREET LIGHTS	4,176.09
02.0170.1760.5966	US BANK VOYAGER FLEET SYS	DFT0001155	10/17/2023	8/24-9/22/23 FUEL-CITY TRANSPORTATION	7,335.87
01.0130.1310.5906	VASQUEZ & COMPANY LLP	DFT0001156	10/04/2023	AUDIT WORKPAPERS	5,000.00
01.0000.0000.2255	VISION SERVICE PLAN	DFT0001157	10/11/2023	SEPTEMBER & OCT'23 VISION INSURANCE	1,508.29
01.0000.0000.2224	WASHINGTON NATIONAL INSURANCE CO	DFT0001158	10/03/2023	OCT'23 SUPPLEMENTAL LIFE INSURANCE	996.01
01.0000.0000.2250	CALPERS	DFT0001159	10/20/2023	NOV'23 ACTIVE EMPLOYEE PREMIUM	70,714.43
01.0100.1050.5941	CALPERS	DFT0001159	10/20/2023	NOV'23 ADMIN FEE/ RETIRED	21.18
01.0100.1050.5941	CALPERS	DFT0001159	10/20/2023	NOV'23 ADMIN FEE/ ACTIVE	226.29
01.0100.1050.5945	CALPERS	DFT0001159	10/20/2023	NOV'23 EMPLOYER SHARE OF RETIRED PREMIUM	1,057.00
01.0000.0000.2020	CALPERS RETIREMENT	DFT0001160	10/20/2023	PPE 10/14/23 RATE PLAN 685	9,961.20
01.0000.0000.2020	CALPERS RETIREMENT	DFT0001160	10/20/2023	PPE 10/14/23 RATE PLAN 27216	12,973.28
01.0000.0000.2020	CALPERS RETIREMENT	DFT0001160	10/20/2023	PPE 10/14/23 RATE PLAN 23047	1,990.63
01.0000.0000.2020	CALPERS RETIREMENT	DFT0001161	10/20/2023	OCT'23 RATE PLAN 27216	349.64
01.0000.0000.2205	DEPARTMENT OF THE TREASURY	DFT0001162	10/20/2023	PPE 10/14/23 FEDERAL	17,468.08
01.0000.0000.2215	DEPARTMENT OF THE TREASURY	DFT0001162	10/20/2023	PPE 10/14/23 FICA	23,319.82
01.0000.0000.2215	DEPARTMENT OF THE TREASURY	DFT0001162	10/20/2023	PPE 10/14/23 MEDICARE	5,676.84
01.0000.0000.2030	EMPLOYMENT DEVELOPMENT DEPT.	DFT0001163	10/23/2023	PPE 10/14/23 UI TAX WTHD'G	12.49
01.0000.0000.2030	EMPLOYMENT DEVELOPMENT DEPT.	DFT0001163	10/23/2023	PPE 10/14/23 TNG WTHD'G	250.18
01.0000.0000.2210	EMPLOYMENT DEVELOPMENT DEPT.	DFT0001163	10/23/2023	PPE 10/14/23 STATE WTHD'G	5,841.87
01.0000.0000.2270	EXPERT PAY - STATE DISBURSEMENT UNIT	DFT0001164	10/20/2023	CASE 200000002163990	359.00
01.0000.0000.2270	EXPERT PAY - STATE DISBURSEMENT UNIT	DFT0001164	10/20/2023	CASE 1457313	402.50
01.0000.0000.2270	EXPERT PAY - STATE DISBURSEMENT UNIT	DFT0001164	10/20/2023	CASE 200000002135289	780.50
01.0000.0000.2270	EXPERT PAY - STATE DISBURSEMENT UNIT	DFT0001164	10/20/2023	CASE 0980438	150.00
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001165	10/24/2023	9/6-10/9/23 1502 IRRIG PECK	218.90
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001166	10/26/2023	9/11-10/11/23 1675 IRRIG DURFEE	164.12
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001167	10/24/2023	9/6-10/9/23 1109 IRRIG PECK	218.90
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001168	10/24/2023	9/6-10/9/23 1628 IRRIG DURFEE	273.58
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001169	10/24/2023	9/6-10/9/23 1660 IRRIG DURFEE	136.78
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001170	10/24/2023	9/6-10/9/23 THIENES/ PARKWAY	27.36
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001171	10/24/2023	9/6-10/9/23 1710 IRRIG DURFEE	241.68
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001172	10/24/2023	9/6-10/9/23 1508 IRRG PECK	273.58

01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001173	10/24/2023	9/6-10/9/23 FARNDON-PECK	82.07
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001174	10/24/2023	9/6-10/9/23 1222 IRRIG PECK	314.59
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001175	10/25/2023	9/7-10/10/23 11016 GOMEZ PALACIO	27.36
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001176	10/30/2023	9/13-10/13/23 2004 IRRIG ROSEMEAD	27.36
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001177	10/25/2023	9/7-10/10/23 1903 IRRIG DURFEE	136.78
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001178	10/30/2023	9/13-10/13/23 2218 ROSEMEAD	136.78
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001179	10/31/2023	9/14-10/16/23 2620 ROSEMEAD	164.12
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001180	10/31/2023	9/14-10/16/23 2464 ROSEMEAD	168.67
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001181	10/26/2023	9/11-10/11/23 1450 LIDCOMBE AVE	223.45
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001182	10/25/2023	9/7-10/10/23 1926 IRR DURFEE	278.13
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001183	10/25/2023	9/7-10/10/23 2018 DURFEE	228.01
01.0170.1730.5705	SO CAL GAS	DFT0001184	10/24/2023	9/14-10/16/23 1500 CENTRAL AVE	3,553.92
01.0170.1730.5705	SO CAL GAS	DFT0001185	10/24/2023	9/14-10/16/23 1900 CENTRAL AVE	43.74
01.0170.1730.5705	SO CAL GAS	DFT0001186	10/24/2023	9/14-10/16/23 1824 CENTRAL AVE	89.80
01.0170.1730.5705	SO CAL GAS	DFT0001187	10/24/2023	9/14-10/16/23 1530 CENTRAL AVE	137.50
01.0170.1730.5705	SO CAL GAS	DFT0001188	10/24/2023	9/14-10/16/23 1450 LIDCOMBE AVE	98.03
01.0170.1730.5705	SO CAL GAS	DFT0001189	10/24/2023	9/14-10/16/23 1556 CENTRAL AVE	538.62
01.0170.1730.5710	SOUTHERN CALIFORNIA EDISON	DFT0001190	10/25/2023	9/14-10/12/23 1824 CENTRAL AVE	1,282.61
01.0170.1730.5710	SOUTHERN CALIFORNIA EDISON	DFT0001191	10/25/2023	9/14-10/12/23 1556 CENTRAL AVE	2,924.62
01.0170.1730.5710	SOUTHERN CALIFORNIA EDISON	DFT0001192	10/25/2023	9/14-10/12/23 1530 CENTRAL AVE	3,047.56
01.0170.1730.5710	SOUTHERN CALIFORNIA EDISON	DFT0001193	10/25/2023	9/14-10/12/23 1415 SANTA ANITA AVE	2,185.83
01.0140.1100.5406	SPARKLETTS	DFT0001194	10/24/2023	SEPT'23 WATER SVCS	4.50
01.0140.7020.5406	SPARKLETTS	DFT0001194	10/24/2023	SEPT'23 WATER SVCS	4.49
01.0000.0000.2255	VISION SERVICE PLAN	DFT0001195	10/20/2023	NOV'23 VISION INSURANCE	786.27
01.0150.1530.5952	WALMART COMMUNITY/GEGRB	DFT0001196	10/24/2023	HOLIDAY DECORATIONS	231.86
01.0150.1540.5431	WALMART COMMUNITY/GEGRB	DFT0001196	10/24/2023	AFTER SCHOOL PRGM SUPP	129.41
01.0150.1540.5431	WALMART COMMUNITY/GEGRB	DFT0001196	10/24/2023	AFTER SCHOOL PRGM SUPP	46.06
01.0000.0000.2260	DELTA DENTAL OF CALIFORNIA	DFT0001197	10/24/2023	NOV'23 DENTAL	5,622.05
01.0170.1730.5710	SOUTHERN CALIFORNIA EDISON	DFT0001198	10/23/2023	9/8-10/8/23 1459 SANTA ANITA AVE	504.17
01.0170.1730.5705	SO CAL GAS	DFT0001204	09/07/2023	7/30-8/29/23 1415 SANTA ANITA AVE	608.11
01.0130.1310.5908	ELAN FINANCIAL SERVICES	DFT0001206	10/11/2023	MY CPE TRAINING ACCESS	199.00
01.0100.1020.5932	ELAN FINANCIAL SERVICES	DFT0001206	10/11/2023	9/14-10/13/23 ZOOM MNTHLY SUBSCRIPTION	15.99
01.0130.1330.5715	ELAN FINANCIAL SERVICES	DFT0001206	10/11/2023	RE-OCCURING PHONE CHARGES	6.99
01.0130.1330.5715	ELAN FINANCIAL SERVICES	DFT0001206	10/11/2023	CITY COUNCIL HOT SPOTS	220.00
01.0130.1330.5715	ELAN FINANCIAL SERVICES	DFT0001206	10/11/2023	RE-OCCURING HOT SPOT CHARGE	55.00
01.0151.1543.5952	ELAN FINANCIAL SERVICES	DFT0001206	10/11/2023	SKATE CONTEST/ SKATEBOARDS GIVEAWAYS	2,000.00
01.0100.1050.5940	U.S. BANK NATIONAL ASSOCIATION	DFT0001207	10/05/2023	EMPLOYEE RECOGNITION SUPP #629	12.12
01.0100.1050.5940	U.S. BANK NATIONAL ASSOCIATION	DFT0001207	10/05/2023	EMPLOYEE RECOGNITION SUPP #629	8.19
01.0130.1310.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0001207	10/05/2023	FINANCE PRINTER CARTRIDGES	137.80
01.0130.1310.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0001207	10/05/2023	FINANCE OFFICE SUPPLIES	31.96
01.0130.1310.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0001207	10/05/2023	FINANCE OFFICE SUPPLIES	16.16
01.0130.1310.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0001207	10/05/2023	FINANCE OFFICE SUPPLIES	12.12
01.0130.1310.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0001207	10/05/2023	FINANCE OFFICE SUPPLIES	34.79
01.0151.1543.6020	U.S. BANK NATIONAL ASSOCIATION	DFT0001207	10/05/2023	STAGE TRUSS/ CITY EVENTS	5,258.92
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0001207	10/05/2023	AFTER SCHOOL PRGM SUPPLIES	28.65
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0001207	10/05/2023	AFTER SCHOOL PRGM SUPPLIES	105.63
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0001207	10/05/2023	AFTER SCHOOL PRGM SUPPLIES	306.07
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0001207	10/05/2023	AFTER SCHOOL PRGM SUPPLIES	24.22
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0001207	10/05/2023	AFTER SCHOOL PRGM SUPP	281.31
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0001207	10/05/2023	AFTER SCHOOL PRGM SUPPLIES	40.30
01.0150.1540.5912	U.S. BANK NATIONAL ASSOCIATION	DFT0001207	10/05/2023	REC STAFF MEETING MEAL	57.14
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0001207	10/05/2023	SPECIAL EVENT SUPPLIES	135.00

01.0151.1543.6020	U.S. BANK NATIONAL ASSOCIATION	DFT0001207	10/05/2023	SPECIAL EVENT SUPP/ STAGE TRUSS	5,516.91
01.0100.1040.5908	U.S. BANK NATIONAL ASSOCIATION	DFT0001207	10/05/2023	SOCIAL MEDIA TRAINING	349.00
01.0100.1050.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0001207	10/05/2023	PORTFOLIO/ HR DIRECTOR	38.53
01.0150.1530.5908	U.S. BANK NATIONAL ASSOCIATION	DFT0001207	10/05/2023	TRAINING/ SENIOR SVCS	43.08
01.0150.1540.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0001207	10/05/2023	REPAIR SVCS/ PLOTTER	235.32
01.0150.1540.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0001207	10/05/2023	REPAIR SVCS/ PLOTTER	656.26
01.0150.1540.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0001207	10/05/2023	PRINTTHEADS/ PLOTTER	762.56
01.0150.1540.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0001207	10/05/2023	BUSINESS CARDS/ COMM SVCS	125.00
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0001207	10/05/2023	BABY LAB PRGM SUPPLIES	108.66
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0001207	10/05/2023	AFTER SCHOOL PRGM SUPPLIES	106.62
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0001207	10/05/2023	AFTER SCHOOL PRGM SUPPLIES	25.31
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0001207	10/05/2023	AFTER SCHOOL PRGM SUPPLIES	77.05
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0001207	10/05/2023	AFTER SCHOOL PRGM SUPPLIES	65.23
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0001207	10/05/2023	AFTER SCHOOL PRGM SUPPLIES	40.13
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0001207	10/05/2023	AFTER SCHOOL PRGM SUPPLIES	10.61
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0001207	10/05/2023	AFTER SCHOOL PRGM SUPPLIES	38.64
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0001207	10/05/2023	AFTER SCHOOL PRGM SUPPLIES	28.91
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0001207	10/05/2023	AFTER SCHOOL PRGM SUPPLIES	27.55
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0001207	10/05/2023	AFTER SCHOOL PRGM SUPPLIES	25.05
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0001207	10/05/2023	BABY LAB PRGM SUPPLIES	114.48
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0001207	10/05/2023	AFTER SCHOOL PRGM SUPPLIES	178.61
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0001207	10/05/2023	AFTER SCHOOL PRGM SUPPLIES	232.99
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0001207	10/05/2023	AFTER SCHOOL PRGM SUPPLIES	185.50
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0001207	10/05/2023	AFTER SCHOOL PRGM SUPPLIES	140.04
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0001207	10/05/2023	AFTER SCHOOL PRGM SUPPLIES	156.98
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0001207	10/05/2023	AFTER SCHOOL PRGM SUPPLIES	345.43
01.0150.1540.6015	U.S. BANK NATIONAL ASSOCIATION	DFT0001207	10/05/2023	TYLER ONLINE REGISTRATION HARDWARE CREDIT	(569.50)
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0001207	10/05/2023	NIGHT MARKET SUPPLIES & DECOR	1,027.97
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0001207	10/05/2023	SOCIAL MEDIA ADS/ NIGHT MARKET	15.00
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0001207	10/05/2023	SOCIAL MEDIA ADS/ NIGHT MARKET	15.00
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0001207	10/05/2023	SEPT BIKE RIDE/ RAFFLE	162.06
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0001207	10/05/2023	SPECIAL EVENT SUPPLIES	85.81
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0001207	10/05/2023	SPECIAL EVENT FANS	71.60
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0001207	10/05/2023	NIGHT MARKET SUPPLIES & DECOR	101.31
01.0100.1010.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0001207	10/05/2023	COUNCIL SUPPLIES	495.97
01.0130.1330.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0001207	10/05/2023	ICLOUD STORAGE MONTHLY CHARGE	2.99
01.0130.1330.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0001207	10/05/2023	ICLOUD STORAGE MONTHLY CHARGE	2.99
01.0130.1330.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0001207	10/05/2023	ICLOUD STORAGE MONTHLY CHARGE	2.99
01.0130.1330.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0001207	10/05/2023	ICLOUD STORAGE MONTHLY CHARGE	9.99
01.0130.1330.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0001207	10/05/2023	ICLOUD STORAGE MONTHLY CHARGE	9.99
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0001207	10/05/2023	NIGHT MARKET SUPPLIES	624.86
01.0160.1640.5520	U.S. BANK NATIONAL ASSOCIATION	DFT0001207	10/05/2023	POOL CHEMICAL TEST KIT	97.02
01.0170.1020.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0001207	10/05/2023	PHONE SCREEN PROTECTOR	8.67
01.0170.1020.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0001207	10/05/2023	FILING LABELS	21.51
01.0170.1020.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0001207	10/05/2023	YARD OFFICE SUPPLIES	22.38
01.0170.1020.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0001207	10/05/2023	OFFICE PRINTER/ YARD	481.78
01.0170.1020.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0001207	10/05/2023	PHONE SCREEN PROTECTOR	66.12
01.0170.1020.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0001207	10/05/2023	YARD OFFICE SUPPLIES	70.02
01.0170.1020.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0001207	10/05/2023	OFFICE SUPPLIES/ YARD	96.40
01.0170.1020.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0001207	10/05/2023	LARGE CALENDAR	9.58
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0001207	10/05/2023	TRANSPORTATION CHARGES	23.95
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0001207	10/05/2023	TRANSPORTATION CHARGES	35.02

01.0100.1040.5922	U.S. BANK NATIONAL ASSOCIATION	DFT0001207	10/05/2023	FB ADVERTISEMENT/ PROMOTE CITY EVENTS	250.00
01.0100.1040.5922	U.S. BANK NATIONAL ASSOCIATION	DFT0001207	10/05/2023	FB ADVERTISEMENT/ PROMOTE CITY EVENTS	175.00
01.0100.1040.5922	U.S. BANK NATIONAL ASSOCIATION	DFT0001207	10/05/2023	FB ADVERTISEMENT/ PROMOTE CITY EVENTS	20.00
01.0150.1530.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0001207	10/05/2023	AMAZON/ SENIOR SVCS	101.33
01.0150.1530.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0001207	10/05/2023	HYTON CLEANERS/ SENIOR SVCS	9.00
06.0300.3010.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0001207	10/05/2023	AMAZON/ SENIOR SVCS	44.09
06.0300.3010.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0001207	10/05/2023	FOOD SAFETY TRAINING & CERTIFICATE	7.95
06.0300.3010.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0001207	10/05/2023	FOOD SAFETY TRAINING & CERTIFICATE	7.95
01.0140.1430.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0001207	10/05/2023	ICSC REGISTRATION FEE/ 10/25-10/27/23 SAN DIEGO	550.00
01.0140.1430.5914	U.S. BANK NATIONAL ASSOCIATION	DFT0001207	10/05/2023	ICSC- YEARLY MEMBERSHIP	125.00
01.0150.1515.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0001207	10/05/2023	B & H MILITARY BANNER PRGM	203.50
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0001207	10/05/2023	SPECIAL EVENT SUPPLIES	252.55
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0001207	10/05/2023	SPECIAL EVENT SUPPLIES	19.76
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0001207	10/05/2023	SPECIAL EVENT SUPPLIES	26.43
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0001207	10/05/2023	SPECIAL EVENT SUPPLIES	51.96
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0001207	10/05/2023	FIRE STATINO 90 PLAQUE	59.49
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0001207	10/05/2023	SPECIAL EVENT SUPPLIES FS	564.27
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0001207	10/05/2023	SPECIAL EVENT SUPPLIES	758.32
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0001207	10/05/2023	SPECIAL EVENT SUPPLIES	574.59
01.0151.1545.5210	U.S. BANK NATIONAL ASSOCIATION	DFT0001207	10/05/2023	GENERATOR EQUIPMENT RENTAL FUEL	40.80
01.0151.1545.5210	U.S. BANK NATIONAL ASSOCIATION	DFT0001207	10/05/2023	GENERATOR EQUIPMENT RENTAL	155.68
01.0100.1020.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0001207	10/05/2023	FALL SUMMIT CONF/ PARKING CHARGES	50.00
01.0100.1020.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0001207	10/05/2023	LEAGUE CA CITIES/ ANNUAL CONF LUNCH	75.00
01.0100.1020.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0001207	10/05/2023	FALL SUMMIT CONF/ HOTEL CHARGES	295.26
01.0100.1020.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0001207	10/05/2023	ICSC SAN DIEGO 10/25-10/27 CONF FEE	550.00
01.0100.1020.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0001207	10/05/2023	2023 FALL EDUCATION SUMMIT REGISTRATION FEE	725.00
01.0100.1020.5912	U.S. BANK NATIONAL ASSOCIATION	DFT0001207	10/05/2023	REVIEW OF COUNCIL MEETING AGENDA	46.88
01.0100.1020.5912	U.S. BANK NATIONAL ASSOCIATION	DFT0001207	10/05/2023	LEADERSHIP LUNCHEON	65.00
01.0100.1020.5912	U.S. BANK NATIONAL ASSOCIATION	DFT0001207	10/05/2023	CCCA CITY MANAGERS SUMMIT	85.00
01.0100.1020.5914	U.S. BANK NATIONAL ASSOCIATION	DFT0001207	10/05/2023	ICSC YEARLY MEMBERSHIP	125.00
01.0100.1020.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0001207	10/05/2023	LA TIMES SUBSCRIPTION	15.96
01.0100.1020.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0001207	10/05/2023	SGV VALLEY NEWS TRIBUNE SUBSCRIPTION	26.00
01.0100.1020.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0001207	10/05/2023	ZOOM MONTHLY SUBSCRIPTION	319.90
01.0100.1040.5922	U.S. BANK NATIONAL ASSOCIATION	DFT0001207	10/05/2023	RISK MGMT CONF 8/30-9/1/23 HOTEL CHARGES	763.86
01.0100.1040.5922	U.S. BANK NATIONAL ASSOCIATION	DFT0001207	10/05/2023	ADOBE PHOTOSHOP MTHLY SUBSCRIPTION	9.99
01.0100.1050.5908	U.S. BANK NATIONAL ASSOCIATION	DFT0001207	10/05/2023	SUBSTANCE ABUSE MGMT CONF/ FLIGHT CHARGES	626.96
01.0100.1050.5908	U.S. BANK NATIONAL ASSOCIATION	DFT0001207	10/05/2023	TRANSIT COURSE ENROLLMENT/ HR	90.00
01.0100.1050.5912	U.S. BANK NATIONAL ASSOCIATION	DFT0001207	10/05/2023	GIFT CARD/ INTERVIEW PANELIST	50.00
01.0100.1050.5912	U.S. BANK NATIONAL ASSOCIATION	DFT0001207	10/05/2023	GIFT CARD/ INTERVIEW PANELIST	25.00
01.0100.1050.5912	U.S. BANK NATIONAL ASSOCIATION	DFT0001207	10/05/2023	GIFT CARD/ INTERVIEW PANELIST	25.00
01.0100.1050.5912	U.S. BANK NATIONAL ASSOCIATION	DFT0001207	10/05/2023	GIFT CARD/ INTERVIEW PANELIST	25.00
01.0100.1050.5940	U.S. BANK NATIONAL ASSOCIATION	DFT0001207	10/05/2023	FOOD SUPPLIES	32.99
01.0100.1050.5940	U.S. BANK NATIONAL ASSOCIATION	DFT0001207	10/05/2023	FOOD SUPPLIES	6.99
01.0100.1010.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0001207	10/05/2023	CITY COUNCIL OFFICE SUPP	85.98
01.0100.1010.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0001207	10/05/2023	CITY COUNCIL OFFICE CHAIR	297.42
01.0100.1010.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0001207	10/05/2023	CITY COUNCIL OFFICE CHAIR	275.37
01.0100.1010.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0001207	10/05/2023	CITY COUNCIL OFFICE SUPP	131.09
01.0100.1010.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0001207	10/05/2023	EMBROIDERY SHIRT	28.49
01.0100.1010.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0001207	10/05/2023	CITY COUNCIL OFFICE SUPP	100.21
01.0100.1010.5912	U.S. BANK NATIONAL ASSOCIATION	DFT0001207	10/05/2023	MAYOR LEADERSHIP LUNCHEON	65.00
01.0100.1010.5912	U.S. BANK NATIONAL ASSOCIATION	DFT0001207	10/05/2023	LEAGUE OF CA ANNUAL CONF LUNCH/ MAYOR	75.00
01.0100.1010.5912	U.S. BANK NATIONAL ASSOCIATION	DFT0001207	10/05/2023	LEAGUE OF CA ANNUAL CONF LUNCH/ CM	75.00

01.0100.1010.5912	U.S. BANK NATIONAL ASSOCIATION	DFT0001207	10/05/2023	CITY COUNCIL MEETING DINNER	259.09
01.0100.1020.5405	U.S. BANK NATIONAL ASSOCIATION	DFT0001207	10/05/2023	CHALL SUPPLIES	259.21
01.0100.1020.5405	U.S. BANK NATIONAL ASSOCIATION	DFT0001207	10/05/2023	NAME BADGES- NEW STAFF/ LOST BADGES	311.92
01.0100.1020.5405	U.S. BANK NATIONAL ASSOCIATION	DFT0001207	10/05/2023	CHALL MICROWAVE	264.59
01.0100.1020.5912	U.S. BANK NATIONAL ASSOCIATION	DFT0001207	10/05/2023	STAFF MEETING MEALS	31.50
01.0100.1040.5922	U.S. BANK NATIONAL ASSOCIATION	DFT0001207	10/05/2023	SYMPATHY FLOWERS	125.24
01.0100.1040.5922	U.S. BANK NATIONAL ASSOCIATION	DFT0001207	10/05/2023	SYMPATHY GIFT BASKET	82.79
01.0100.1050.5912	U.S. BANK NATIONAL ASSOCIATION	DFT0001207	10/05/2023	GIFT CARD/ INTERVIEW PANEL	25.00
01.0130.1330.5715	U.S. BANK NATIONAL ASSOCIATION	DFT0001207	10/05/2023	RE-OCCURING ICLOUD CHARGES	6.99
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0001207	10/05/2023	COFERENCE MEAL CHARGES	18.54
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0001207	10/05/2023	COFERENCE MEAL CHARGES	43.93
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0001207	10/05/2023	COFERENCE MEAL CHARGES	49.91
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0001207	10/05/2023	COFERENCE MEAL CHARGES	59.75
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0001207	10/05/2023	COFERENCE HOTEL CHARGES/ 9/8-9/10/23	218.71
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0001207	10/05/2023	COFERENCE HOTEL CHARGES/ 9/8-9/10/23	484.20
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0001207	10/05/2023	2023 FALL EDU SUMMIT REGISTRATION FEE	725.00
01.0150.1530.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0001207	10/05/2023	OFFICE SUPPLIES	94.24
01.0150.1530.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0001207	10/05/2023	REPLACE POOL TABLE POCKETS	53.70
01.0150.1530.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0001207	10/05/2023	REPLACE POOL TABLE POCKETS	96.90
01.0150.1530.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0001207	10/05/2023	SEPT'23 DIRECT TV MTHLY CHARGE/ SENIOR SVCS	45.99
01.0150.1530.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0001207	10/05/2023	DODGER STADIUM SEPTEMBER EXCURSION	1,320.00
01.0150.1530.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0001207	10/05/2023	OCTOBER CRAFT SUPPLIES	26.13
01.0150.1530.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0001207	10/05/2023	LUNCHEON/ GIVEAWAYS	212.50
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0001207	10/05/2023	SPECIAL EVENT LIGHTS	606.36
06.0300.3010.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0001207	10/05/2023	NUTRITION PRGM SUPPLIES	219.57
06.0300.3010.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0001207	10/05/2023	COFFEE CUPS/ LUNCHEON	35.10
06.0300.3010.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0001207	10/05/2023	NUTR PRGM SUPP	94.36
06.0300.3010.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0001207	10/05/2023	NAPKIN & SILVERWEAR/ NUTR PRGM	87.96
06.0300.3010.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0001207	10/05/2023	HAIR NETS/ NUTR PRGM	83.79
01.0100.1050.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0001207	10/05/2023	HP LASER JET PRO/ HR	605.27
01.0100.1050.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0001207	10/05/2023	OFFICE SUPPLIES/ HR	294.38
01.0130.1310.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0001207	10/05/2023	FINANCE OFFICE SUPPLIES	7.30
01.0130.1330.5215	U.S. BANK NATIONAL ASSOCIATION	DFT0001207	10/05/2023	8/16-9/15/23 CABLE & INTERNET SVCS	325.09
01.0130.1330.5215	U.S. BANK NATIONAL ASSOCIATION	DFT0001207	10/05/2023	SEPT'23 INTERNET SVCS	336.85
01.0130.1330.5215	U.S. BANK NATIONAL ASSOCIATION	DFT0001207	10/05/2023	AUG'23 STAMPLI MTHLY CHARGE	1,548.00
01.0130.1330.5715	U.S. BANK NATIONAL ASSOCIATION	DFT0001207	10/05/2023	7/3-8/2/23 CITY CELL SVCS	7,103.21
01.0130.1330.5715	U.S. BANK NATIONAL ASSOCIATION	DFT0001207	10/05/2023	8/7-9/6/23 CABLE & INTERNET SVCS	152.97
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0001207	10/05/2023	SAN DIEGO FALL SUMMIT REGISTRATION RFND	(725.00)
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0001207	10/05/2023	FALL SUMMIT MEAL CHARGES	32.27
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0001207	10/05/2023	ANNUAL CA JPIA 8/30-9/1/ HOTEL CHARGES	667.86
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0001207	10/05/2023	SAN DIEGO 9/8-9/10/23/ FALL SUMMIT REGISTRATION	725.00
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0001207	10/05/2023	FALL SUMMIT HOTEL CHARGES	689.00
01.0100.1010.5912	U.S. BANK NATIONAL ASSOCIATION	DFT0001207	10/05/2023	2023 LEADERSHIP LUNCHEON	65.00
Grand Total					<u><u>1,452,178.78</u></u>

Authorization Signatures

A handwritten signature in black ink, appearing to be 'R Salas', written above a horizontal line.

Rene Salas, City Manager



City Council Agenda Report

Agenda Item No. 7.c.

DATE: November 14, 2023

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: John Poehler, Director of Public Works

SUBJECT: CONSIDERATION FOR AUTHORIZATION TO SEEK REQUEST FOR PROPOSALS (RFP) FOR TRAFFIC SIGNAL MAINTENANCE

SUMMARY: Staff seeks City Council approval to issue Request for Proposals (RFP) for Citywide Traffic Signal Maintenance Services.

RECOMMENDED ACTION: Staff recommends City Council approve the RFP to solicit proposals from qualified firms to provide Citywide Traffic Signal Maintenance Services.

FISCAL/FINANCIAL IMPACT: There is no immediate fiscal impact associated with this action. Upon final contract award, staff will prepare a report with findings and recommendations for consideration and approval by City Council. The proposed services are funded through Gas Tax Funds in the amount of \$52,500.

DISCUSSION: The requested services as part of the Request for Proposals (RFP) for traffic signal maintenance services contract includes providing routine preventive maintenance, scheduling repairs, and emergency repairs to traffic signals, traffic signal equipment, safety street lights, flashing beacons, speed feedback signs, and other related equipment by duly trained and qualified personnel.

The City currently operates and maintains twenty-five (25) intersections with a variety of traffic signal controllers. The contractor will be responsible for verification of the models and number of devices. The City is seeking a contractor whose combination of experience and personnel will provide timely, cost-effective, and quality professional services for the City.

The selected Contractor will be required to have qualified traffic technicians that have demonstrated experience with traffic signals, street lights, and other electrical work. The Contractor shall also have the ability to troubleshoot and diagnose problems with all of the City's traffic signal related electrical operation systems.

The Contractor will also provide and maintain emergency service response to the City's

traffic signals, safety street lights, speed feedback signs, in-pavement flashing crosswalk lights, and flashing beacons on a twenty-four (24) hour a day, seven (7) days per week basis, including all holidays.

Staff seeks City Council approval to issue Request for Proposals (RFP) for Citywide Traffic Signal Maintenance Services. The RFP for Citywide Traffic Signal Maintenance Services will be released on November 14, 2023 and responses to the RFP will be due by no later than December 13, 2023 at 2:00 p.m.

Staff report was prepared by Andrés González, Senior Public Works Analyst.

ATTACHMENT(S):

A. RFP FOR TRAFFIC SIGNAL MAINTENANCE SERVICES

ATTACHMENT A

FOR PROPOSALS (RFP) TO PROVIDE TRAFFIC SIGNAL MAINTENANCE SERVICES IN THE CITY OF SOUTH EL MONTE, CALIFORNIA

November 15, 2023



DELIVERY ADDRESS

City of South El Monte
City Clerk's Office
1415 Santa Anita Ave.
South El Monte, CA 91733
Attn: John Poehler, Public Works Director

REQUIRED NUMBER OF PROPOSALS

One (1) hard copy and one (1) electronic
copy (pdf)

CONTACT INFORMATION FOR INQUIRIES

contact via e-mail only, no telephone calls

Andres Gonzalez
Senior Public Works Analyst
agonzalez@soelmonte.org

PRE-PROPOSAL MEETING

None

PROPOSAL DUE DATE

December 13, 2023; 2:00 PM

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Attachments:

Attachment A – Affidavit of Non-Collusion

Attachment B – Claims History

Attachment C – Sample Professional Services Agreement

**REQUEST FOR PROPOSALS (RFP)
TO PROVIDE TRAFFIC SIGNAL MAINTENANCE SERVICES
IN THE CITY OF SOUTH EL MONTE, CALIFORNIA**



The City of South El Monte is soliciting Proposals from qualified firms **TO PROVIDE TRAFFIC SIGNAL MAINTENANCE SERVICES** to provide routine preventive maintenance, schedule repairs, and emergency repairs to traffic signals, traffic signal equipment, safety street lights, flashing beacons, speed feedback signs, in-pavement flashing crosswalk lights, and other related equipment by duly trained and qualified personnel.

Requirements for this RFP are enclosed.

In order to be considered in the selection process, interested parties shall submit one (1) hard copy and one (1) electronic copy (pdf) of their Proposals no later than 2:00 PM, December 13, 2023, to:

City of South El Monte
City Clerk's Office
1415 Santa Anita Ave.
South El Monte, CA 91733
Attn: John Poehler, Public Works Director

If you have any questions, please contact via email (no telephone calls):

Andres Gonzalez
Senior Public Works Analyst
agonzalez@soelmonte.org

Late proposals will not be accepted.

Sincerely,

John Poehler
Public Works Director
City of South El Monte

**REQUEST FOR PROPOSALS (RFP)
TO PROVIDE TRAFFIC SIGNAL MAINTENANCE SERVICES
IN THE CITY OF SOUTH EL MONTE, CALIFORNIA**

November 15, 2023

1. GENERAL INFORMATION

A. Community Profile

Incorporated in 1958, the City of South El Monte is an industrial community of approximately 21,000 residents and encompasses 2.3 square miles. This “Industrial Community” is located approximately 13 miles east of downtown Los Angeles and is adjacent to two major freeways and a major State Route in the San Gabriel Valley.

South El Monte offers a good blend of older and younger residents working in the same dedication and community spirit that the city was founded upon. Both the residents and business community are working together to make the community a better place to live and work.

In just six decades the City of South El Monte has matured into a viable commercial and industrial base, with over 2,400 businesses within 2.3 square miles. The City is currently focusing on improving the infrastructure of the community making it a better place to live and work.

B. Overview

The City is requesting the services of a company **TO PROVIDE TRAFFIC SIGNAL MAINTENANCE SERVICES** to provide routine preventive maintenance, schedule repairs, and emergency repairs to traffic signals, traffic signal equipment, safety street lights, flashing beacons, speed feedback signs, in-pavement flashing crosswalk lights, and other related equipment by duly trained and qualified personnel.

2. WORK DESCRIPTION

The City of South El Monte is soliciting Proposals from qualified firms **TO PROVIDE TRAFFIC SIGNAL MAINTENANCE SERVICES** to provide routine preventive maintenance, schedule repairs, and emergency repairs to traffic signals, traffic signal equipment, safety street lights, flashing beacons, speed feedback signs, in-pavement flashing crosswalk lights, and other related equipment by duly trained and qualified personnel.

The City currently operates and maintains twenty-five (25) intersections with a variety of traffic signal controllers. The contractor is responsible for verification of the models and number of devices. The City is seeking a contractor whose combination of experience and personnel will provide timely, cost-effective, and quality professional services to the City.

The selected Contractor will be required to have qualified traffic technicians that have demonstrated experience with traffic signal, street light, and other electrical work. The Contractor shall also have the ability to troubleshoot and diagnose problems with all of the City's traffic signal related electrical operation systems.

The total amount of work available will be a function of routine traffic signal maintenance plus the amount of work that is required due to normal "wear and tear", collision damage, vandalism, and other factors that may result in the need for emergency response maintenance services. The City expects traffic signal technicians to be regularly assigned to the City as necessary to provide preventive maintenance and to respond to unscheduled/emergency work.

3. RFP SCHEDULE

Below is the RFP schedule. Below tentative schedule is subject to change by the City:

Request for Proposals Posted and Issued	Wednesday, November 15, 2023
Deadline for Receipt of Questions	Thursday, November 30, 2023, 4:00 PM
Addendum (if necessary) to Respond to Questions	Wednesday, December 6, 2023
Deadline for Receipt of Proposals (RFP Due Date)	Wednesday, December 13, 2023, 2:00 PM
Contract Awarded by City Council (tentative)	January 2024

4. SCOPE OF SERVICES

I. General Description

The Contractor shall provide routine preventive maintenance, schedule repairs, and emergency repairs to traffic signals, traffic signal equipment, safety street lights, flashing beacons, speed feedback signs, in-pavement flashing crosswalk lights, and other related equipment by duly trained and qualified personnel.

The Contractor shall also perform Underground Service Alerts (USA) at the direction of the City. All preventive maintenance, scheduled repair, and USA will be billed at an established flat rate, with additional emergency work/unscheduled repair paid at hourly labor rates and vehicle and equipment rates, in accordance with the cost proposal per this RFP.

An inability to provide routine preventive maintenance to each traffic signal, safety street light, speed feedback signs, in-pavement flashing crosswalk lights, and flashing beacon may cause the Contractor to be subject to liquidated damages.

The Contractor shall provide and maintain emergency service response of the City's traffic signals, safety street lights, speed feedback signs, in-pavement flashing crosswalk lights, and flashing beacons on a twenty-four (24) hour a day, seven (7) days per week basis, including all holidays.

The Contractor must provide vehicle(s) to be used by the Contractor's Technicians which shall be equipped with a permanently mounted arrow board; warning beacon/strobe lights; traffic cones; construction warning sign; a hydraulic bucket capable of reaching a height of at least twenty-eight (28) feet from the roadway surface; necessary computer laptop for programming, maintenance and testing of traffic signal controllers and various equipment; and communications equipment for dispatch. All of the Contractor's employees working within the boundaries of the City shall be equipped with a communications device capable of appropriate communications for extended periods of time with the Contractor's shop or with City staff.

The Contractor must possess, and have readily available in functioning order, all required tools, equipment, apparatus, facilities, and materials needed to perform all work necessary to maintain and repair the traffic signals, safety street lights, flashing beacons, and speed feedback signs in the City in compliance with current Caltrans and County of Los Angeles standards and specifications. All excess materials and equipment in the Contractor's inventory shall be the property and responsibility of the Contractor until such materials or equipment is used or installed in the City.

The Contractor shall furnish temporary flashing beacons and other (portable) replacement equipment for non-operational traffic signals. Contractor furnished temporary spare equipment shall be equivalent to the component being replaced in manufacture, make, and model. The Contractor shall provide traffic control/lane closures that conform to Federal Highway Administration (FHWA) – California Manual on Uniform Traffic Control Devices (CAMUTCD).

The Contractor shall cooperate with the City in recalibrating traffic signal coordination timing and progression. The Contractor shall change the timing of traffic signal only upon the direction or advance written approval of the City. During emergency conditions, the Contractor shall assure full cooperation with the City and those employees of the City and other agencies as indicated.

The Contractor shall not represent the City in matters of policy or procedures under this contract, shall not make any reference to City policy or procedures, and shall refer all questions or inquiries from the public regarding policy and procedures, or terms and conditions of this contract to the City.

The Contractor will be required to maintain any additional traffic signals, lighted crosswalks, and appurtenant devices as they are installed, or become a part of the maintenance requirements to the City.

II. Maintenance Requirements

a. Preventive Maintenance

The Contractor shall provide a routine, comprehensive preventive maintenance program designed to minimize the incidence of outages and malfunction; reduce complaints; and extend the useful life of the traffic signal equipment. The Contractor will be required to furnish and use a preventive maintenance checklist form approved by the City. The contractor shall provide one electronic copy of the maintenance checklist to the City following each inspection, to maintain a copy of the checklist in the traffic signal controller cabinet, and to maintain a copy of the maintenance checklist at the Contractor's office of records. The program shall include monthly inspections of each signalized intersection.

At a minimum, the following shall be performed:

- Walk the intersection and visually inspect all signal heads for proper operation, alignment, broken lenses, and missing parts. Depress all pedestrian push buttons and observe the proper timing and display.
- Examine the functioning of the controller in relation to the traffic.
- Observe and check for proper operation of the detector loops and amplifiers. Adjust or re-tune detector amplifiers and correct substandard splices as necessary. For intersections with video detection, verify camera operation by monitoring the vehicle call on the video controller unit. Also, verify the calls going to the detector call page in the controller.
- Inspect all relays, switches, and terminals, etc. and replace or make adjustments as necessary.
- Check and adjust fan operation. Check the filter for tight fit and tape if required. Clean and vacuum the cabinet as necessary. Examine cabinet interior for water, excessive dampness and plant or animal intrusion.

- Inspect battery backup system (if the signal is equipped with such unit) to ensure unit is fully charged. Check all battery connections to ensure they are clean and secure.
- Perform a night time check of safety lights and illuminated street name signs at all signalized intersections.

b. Scheduled Repair

The Contractor shall investigate and determine the corrective requirements for each reported malfunction, failure, or outage of the traffic signal system. The equipment and components shall include, but are not limited to the following elements: Incandescent Lamps, Light Emitting Diode (LED) signal faces, Conflict Monitors, Internally Illuminated Street Name Sign Tubes, LED Illuminated Street Name Signs, Signal Safety Lights, Load Switches, Detector Amplifiers, Transfer Switches, Flasher Switches, Breaker Switches, Ballasts, Starters, Sockets, Fuses, Fuse Holders, Photoelectric Cells, Signal and Safety Light Wiring in Poles, etc.

This work shall be performed in accordance with the unit cost provided in the Cost Proposal in this Solicitation. For any work not covered by the Cost Proposal in this Solicitation, the Contractor shall submit a cost proposal to the City prior to performing any corrective work. The City reserves the right to furnish supplies, materials, and installed equipment required for performance of the work.

c. Emergency Response Work

The City may request that the Contractor perform emergency response work on the traffic control system. The Contractor shall provide and maintain emergency service response on a twenty-four (24) hour a day, seven (7) days per week basis (24/7), including all holidays. This work shall be performed on a time and materials basis in accordance with the unit cost provided in the Cost Proposal in this Solicitation. The Contractor shall provide the City with a contact name and phone number of personnel responsible for 24/7 services.

1. Emergency Response Work may include, but is not limited to the following:

- Downed signal heads, poles, signal on flash, signal blackout, burned-out lamps, damaged controller and cabinet, damaged illuminated street name signs, damaged inductive loops, sensing elements, pedestrian push buttons, electroliers, pedestrian signal heads, wiring, and other operational equipment related issues.
- Assisting the City for special events or for City construction projects, as necessary to implement revised traffic signal timing and phasing for changed traffic conditions.

2. Equipment for Emergency Work

- Repair, replace or otherwise render in good working order any and all defective parts of the traffic signal equipment with like make and model parts. Whenever equipment is removed, the City representative shall be notified by phone and email within twenty-four (24) hours.
- The Contractor shall cover the cost of replacing any parts to the traffic signal system. The City shall reimburse the Contractor for materials used for repairs, in an amount equal to the cost of the materials including an agreed mark-up price.
- Notify the City representative in advance of any traffic signal deactivations (by phone and email) that may be required to provide the required services. Traffic signal de-activations shall not be scheduled without the approval of an authorized representative of the City. All traffic signal controller equipment shall be maintained as recommended by the manufacturer.
- The Contractor, at own cost, shall place barricades, clean up debris, properly dispose of all damaged components.

d. Maintenance Records

Contractor shall create and maintain an inventory list of the equipment in the controller cabinet at each location. The inventory shall include the model, manufacturer, serial number, and quantity of each piece of equipment and installation date. The inventory list shall be continuously updated and a copy shall be furnished to the City every four (4) months in a Microsoft Excel spreadsheet.

Contractor shall maintain a copy of the Preventive Maintenance Inspection Form approved by the City at each intersection. The checklist shall be completely filled out during each routine maintenance inspection and during any time repairs are made to the controller or any related equipment in the controller cabinet or the signal equipment at the intersection (detector loops, pedestrian heads, signal heads, lenses, lamps and signal poles, etc.).

A printout of the signal control database shall be kept in each controller cabinet. Timing changes shall be indicated on the printout. Only the City's representative shall authorize timing changes except that the Contractor may make changes required on a temporary basis due to maintenance operations or to maintain a satisfactory signal operation when there is a detection failure.

e. Monthly Activity Report

The Contractor shall provide a computerized monthly activity report to the City by the fifteenth working day of each month for the previous month's activities. The

report shall be provided both as a printout and as a Microsoft Excel Spreadsheet compatible computer file transmitted by e-mail and attached to the monthly invoice. No payment will be made without submittal of the report. The report shall include:

1. Preventive Maintenance: Time and date the preventive maintenance was performed.
2. Scheduled Repairs: A complete record of all work that was performed on the traffic signal equipment during the previous month including the date and time, make, model, and serial number of any major components or other equipment that was newly installed at each intersection.
3. Emergency Response Work: Time the service calls were received, time arrived at the intersection, the response time, nature of the problem, the number of hours spent for each repair, materials used, whether the activity is related to accident or vandalism, and a special listing of intersections with three or more calls in one month.

f. Response and Service

The Contractor shall provide response and service on a twenty-four (24) hour, seven (7) day per week basis. Immediate action shall be taken to safeguard the public any time a signal installation becomes partly or totally inoperative from any cause whatsoever. The Contractor shall provide the City with a contact name and phone number of personnel responsible for 24/7 services. The maximum response times shall be as follows:

1. Emergency and accident maintenance – one (1) hour
2. Replacement of burned out signal faces – two (2) hours
3. All other signal maintenance – twenty-four (24) hours
4. Safety Lighting – twenty-four (24) hours
5. Illuminated Street Name Signs – forty-eight (48) hours

Signal on flash, signal blackout not caused by a power outage, and any malfunction of pedestrian signals shall constitute an emergency. The City may extend the maximum response time for maintenance on a case-by-case basis if the signal remains operational in a satisfactory manner and the condition poses no immediate hazard to the public.

Failure to meet the response time requirements by the Contractor shall be sufficient cause for the City to authorize maintenance to be completed by others and deduct the costs of said maintenance from payments due to the Contractor.

Repetitive failure shall be deemed sufficient cause for the City to terminate the contract.

g. Signal Shut Down and Signal on Flash

The contractor shall immediately notify the City's Public Works Department, LA County Sheriff Department, and LA County Fire Department of any signal turn-offs or signal on flash necessitated by their operation. Signal shut down of any duration and signal on flash operation in excess of fifteen (15) minutes must be first authorized by the Public Works Department.

h. Spare Equipment

The Contractor shall maintain adequate storage and shop facilities and sufficient stock of spare parts and signal equipment to affect maintenance to the signals. The Contractor shall maintain at least one fully tested standby controller that is compatible with the City's system. The Contractor will own and maintain all spare parts until installation in the City.

i. Salvaged Equipment

The Contractor shall deliver any salvaged or salvageable equipment or material to the location in the City as directed by the Public Works Department. Any material or equipment declared non-salvageable by the Public Works Department shall be taken from the City and disposed of properly by the Contractor and Contractor's cost. Components such as mast arms and luminaries that are undamaged may be reused at the direction of the City.

j. New Traffic Signals

The contractor shall maintain new traffic signals, safety lights, speed feedback signs, in-pavement flashing crosswalk lights, flashing beacons, and appurtenant devices as they are being installed, or become a part of the maintenance requirements of the City. As requested by the City, the contractor shall provide support and review of new traffic signal turn-ons.

k. Other Devices

The Contractor will be required to maintain any additional beacons, speed feedback signs, in-pavement flashing crosswalk lights, and appurtenant devices as they are installed in the City.

The maintenance of flashing beacons, flashing crosswalks, and speed feedback signs will be conducted on an as needed basis and at the request of the City.

The maintenance and inspection of flashing beacons, flashing crosswalks, and electronic speed feedback signs shall include, but not limited to:

- Clean cabinet inside and outside, and remove any foreign material.
- Check power supply voltage, solar equipment, and replace any batteries as needed.
- Check settings for on/off timing, flashing rate, flashing duration, and time of day.
- Maintain all digital time clocks to National Bureau of standards time.
- Observe each pole, head, traffic control sign, etc., and remove foreign material.
- Special attention shall be given to update Holidays, Daylight Savings Time, and shut-down periods.
- Replace damaged or malfunctioning lamps, LED indications, in-road warning lights (IRWL), detection bollards, and pressure pads meeting manufacturer's specifications with prior approval by the Director of Public Works or their designee.

III. Underground Service Alert (Dig Alert) Monitoring

The Contractor will be required to adequately mark all traffic signal conduits, traffic signal interconnect/communication lines, and equipment as well as street lights on behalf of the City in accordance with the California Government Code Section 4216 et seq. The City's designated representative will monitor notifications submitted by Underground Service Alert (USA) to the City, and will furnish applicable notifications to a representative of the Contractor to coordinate the markings of any signalized intersections that may be scheduled for construction work or excavations as evidenced by notification from USA. The Contractor shall establish a process for monitoring and tracking the marking of any affected intersections; an Intersection Record Log shall be created, with the USA notification and corresponding action noted in the controller, with a copy provided to the City. The Contractor shall assume all liability for satisfying the City's obligations to adequately identify underground structures in accordance with this law.

Compensation for providing USA –Dig Alert services identified above will be paid at a flat rate per occurrence in accordance with the Cost Proposal in this Solicitation.

IV. Warranty Service

New equipment installed by the Contractor shall be covered with a material and workmanship warranty for one (1) year after acceptance. Where parts or material become defective during this warranty period, the Contractor shall notify the City so that the

warranty may be exercised. The Contractor shall be responsible for exercising maintenance and replacement covered by the warranty. No additional or separate compensation shall be paid for warranty service work. At expiration of the warranty, servicing of traffic signals shall be performed in accordance with these specifications.

V. Payment

Payments will be made within thirty (30) days after an invoice has been approved by the City's designated representative. Copies of all invoices for supplies, materials, and installed equipment shall be included with the invoice.

VI. Working Day

The Contractor's working day activities for preventive maintenance and scheduled repairs shall be limited to the hours of 7:00 AM and 5:00 PM, Monday through Friday, excluding designated City holidays. Deviations from normal working hours will not be allowed without prior written consent of the City.

VII. Wages Paid to Contractor's Workers

Pursuant to California Labor Code Article 2, Wages, Section 1770 et seq., the work described herein is a "public work" as defined by this Article of the Labor Code and requires payment of prevailing wages pursuant to Labor Code Section 1771. Contractors are advised to familiarize themselves with this provision and with Departmental of Industrial Relations opinions and interpretations relative to traffic signal maintenance. Failure to comply with the Labor Code may result in imposition of statutory penalties enumerated in Labor Code Section 1775.

VIII. Contract Period

The Traffic Signal Maintenance contract will have a three (3) year term, with two optional one (1) year terms. The total term of the proposed contract may extend for five (5) years from award by the City.

IX. Minimum Qualifications and Reference Contact Information

a. Contractor's License

The Contractor shall possess a valid, current and in good standing California Class A or Class C-10 License and a C-31 Contractors License issued by the California State Contractor Licensing Board. A copy of the contractor's license number and date of expiration shall be included in the submitted Proposal. Failure to produce and possess the specified license will render the Proposal as non-responsive.

b. Qualified Personnel

All equipment shall be CAL-OSHA Certified and the Contractor shall have on-staff, certified personnel with the following qualifications:

1. Level Three technician with certification by the International Municipal Signal Association (IMSA) with at least three (3) years' experience in traffic signal repairs;
2. Level Two technician with certification by the International Municipal Signal Association (IMSA) with at least three (3) years of experience in traffic signal repairs. The submitted Proposal shall identify by name the certified personnel who will be available and would be assigned to provide traffic signal maintenance services to the City.

c. Company Background

The Contractor shall be skilled and regularly engaged in traffic signal maintenance as well as performing Underground Service Alerts (USA's). Provide a minimum of three (3) references from other municipal, city, or county governmental agencies for which the Contractor is currently providing the services described in this Solicitation must be provided. Provide an additional two (2) references for which the Contractor previously provided the services described in this Solicitation within the last five (5) years. All listed references shall be a municipal, city, or county governmental agency.

d. Negative History

The Contractor shall include in its Proposal a complete disclosure of any alleged significant prior or on-going contract failures, any civil or criminal litigation or investigation pending which involves the Contractor or in which the Contractor has been judged guilty or liable within the last five (5) years. If there is no negative history to disclose, the firm shall affirmatively state in its Proposal there is no negative history to report.

Failure to comply with the terms of this provision may disqualify any proposal. The City reserves the right to reject any proposal based upon the firm's prior documented history with the City or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failures to meet contract milestones or other contractual failures.

5. KEY PERSONNEL

It is imperative that the key personnel providing the services have the background, experience, and qualifications to complete the project. The City reserves the right to approve all key personnel individually for work on this contract. All key staff shall be

named in the contract. After the contract is signed, the proposer may not replace key staff unless their employment is terminated or agreed upon by the City. The City must approve replacement staff before a substitute person is assigned to the Project. The City reserves the right to request that the proposer replace a staff person assigned to the contract should the City consider such a replacement to be for the good of the project.

6. CITY'S STANDARD PROFESSIONAL SERVICES AGREEMENT

The RFP includes a sample of City's Professional Services Agreement as Attachment C. Proposers shall review the Agreement and provide a statement that they will comply with all aspects of the Agreement, or provide any comments that they would like the City to consider. The City Attorney will review any comment received and make a final decision if all or part or any of such comments may be considered.

7. INSURANCE COVERAGE LIMITS AND REQUIREMENTS

Contractor shall provide Insurance Coverage Limits and Requirements as indicated in this RFP as provided in Attachment C.

8. CONTRACTOR SELECTION METHODOLOGY

Each proposal will be reviewed by an evaluation committee to determine if it meets the proposal requirements. Failure to meet the requirements of the Request for Proposals may be cause for rejection of the proposal. The evaluation committee may ask for interviews. Attendance at any such interview will be at the Proposer's expense. The evaluation committee will make a recommendation of the Contractor for a contract to be awarded by the City Council. The City reserves the right to reject any or all proposals and to determine which proposal is, in the City's judgment, the most responsive. The City also reserves the right to waive any informality in any proposal and to delete certain items listed in the proposal as set forth therein. Costs for developing, submitting, and presenting proposals are the sole responsibility of the Proposer and claims for reimbursement will not be accepted by the City.

9. CONTRACT AWARD

Any contract resulting from this RFP will be awarded to a firm whose Proposal meet the technical requirements of the RFP and is evaluated as the highest ranked proposal. Proposals will be ranked in accordance with the evaluation criteria stated in this RFP.

Negotiations regarding a fair and reasonable price will occur subsequent to contractor selection. Should the City be unable to obtain a fair and reasonable price through negotiations with the highest qualified proposer, the City shall enter into negotiations with the next highest qualified proposer and may award that contract if the parties are able to arrive at a fair and reasonable price. If that is unattainable, the City shall enter into negotiations with the next highest qualified proposer in sequence until an agreement is reached.

10. REQUIRED FORMAT FOR PROPOSAL SUBMITTAL

Please submit your Proposal in the format specified below:

1. Information/background on the Contractor:

Provide a brief introduction, address the size of the firm, the number of years in business, the availability of the firm to perform the tasks and services requested, and the history of the firm. Include key contact information (address, phone, fax, and email). Refer to the "Company Background" and "Negative History" requirements listed above.

2. Key Personnel/Qualifications:

Provide a brief resume for each of the key persons proposed to work on this project. Credentials of corporate executives or firm principals are not necessary or desired unless these individuals will play an active role in the proposed project. Any key sub-contractors proposed should be identified, and information on their respective role in the project shall be included.

3. Past Experience/References:

Provide a list of similar contracts where your firm and proposed project staff have provided similar services. Also provide minimum 3 Public Agency references that City can contact for similar services.

4. City Standard Contract:

The RFP includes City's Standard Contract as Attachment. Proposers shall review the Agreement and provide any comments that they would like the City to consider.

5. Required Attachments:

Below attachments shall be signed and submitted with the proposal:

- Attachment A - Affidavit of Non-Collusion
- Attachment B - Claims History

The Fee Proposal shall be submitted in a separate envelope as indicated in the following section.

11. FEE ESTIMATE PROPOSAL SUBMITTAL

The Contractor shall provide a Cost Proposal for the following items:

- Preventive Maintenance – Total Annual Amount
- Emergency Response Work – Hourly labor rate and overtime labor rate; vehicle and equipment fee schedule; material mark-up rate
- Underground Service Alert – Rate per occurrence

The Contractor shall submit its fees by completing the below forms, to be considered responsive.

COST PROPOSAL SCHEDULE "A" FLAT RATE MAINTENANCE SCHEDULE

Item	Description	Quantity	Unit	Unit Price	Total Annual Amount
I.	Preventive Maintenance (Traffic Signal System: includes safety lights & illuminated street name signs)	25	Per Intersection	\$_____	\$_____
II.	Preventive Maintenance (Speed Feedback Signs)	4	Per Location	\$_____	\$_____
III.	Underground Service Alert – USA (Dig Alert Service)		Per USA	\$_____	\$_____

Special Note: The flat rate fee represents total compensation for all labor, material, equipment, and vehicles necessary to provide the corresponding tasks.

TOTAL PROPOSAL ITEMS (I, II, III) \$_____

COST PROPOSAL SCHEDULE "B"
SCHEDULED REPAIR SERVICES

Item No.	Description	Unit Price	
1.	Replace Type A Detector Loop (1 to 4 loops)	\$ _____	Per Loop
2.	Replace Type A Detector Loop (5 or more 4 loops)	\$ _____	Per Loop
3.	Replace Type D Detector Loop (1 to 4 loops)	\$ _____	Per Loop
4.	Replace Type D Detector Loop (5 or more loops)	\$ _____	Per Loop
5.	Replace Video Detection Unit	\$ _____	Per Unit
6.	Vehicular LED Face Replacement	\$ _____	Per Face
7.	Pedestrian LED Face Replacement	\$ _____	Per Face
8.	Replace Pedestrian Push Button	\$ _____	Per Button

Special Note: The unit price represents total compensation for all labor, material, equipment, and vehicles necessary to complete the corresponding task. For any work not listed on Schedule B, the Contractor shall submit a cost proposal to the City prior to performing the work.

COST PROPOSAL SCHEDULE "C"
EMERGENCY RESPONSE SERVICES

List the position titles and responsibilities of personnel that will be providing emergency response services to the City per this RFP.

PERSONNEL

Position	Hourly Straight Time	Hourly Overtime
Title: _____ Description: _____ _____	\$ _____	\$ _____
Title: _____ Description: _____ _____	\$ _____	\$ _____
Title: _____ Description: _____ _____	\$ _____	\$ _____
Title: _____ Description: _____ _____	\$ _____	\$ _____
Title: _____ Description: _____ _____	\$ _____	\$ _____

Title: _____	\$ _____	\$ _____
Description: _____		

 Title: _____	 \$ _____	 \$ _____
Description: _____		

 Title: _____	 \$ _____	 \$ _____
Description: _____		

 Title: _____	 \$ _____	 \$ _____
Description: _____		

COST PROPOSAL SCHEDULE "C"
EMERGENCY RESPONSE SERVICES
CONTINUED

VEHICLES AND EQUIPMENT

The vehicles and equipment listed hereon may not accurately reflect the rolling stock used by your firm. For those vehicles and equipment that are not used by your firm, cross out and mark as "N/A" to indicate that the vehicle or equipment is not available or necessary for the emergency response services requested in this RFP.

Personnel Vehicle	\$ _____	Per Hour
Pickup Truck	\$ _____	Per Hour
Service Truck	\$ _____	Per Hour
Service/Ladder Truck	\$ _____	Per Hour
Boom/Ladder Truck	\$ _____	Per Hour
Crane Truck	\$ _____	Per Hour
Altec/Tesla Truck	\$ _____	Per Hour
Concrete Saw	\$ _____	Per Hour
Paint Rig Truck	\$ _____	Per Hour
Air Compressor	\$ _____	Per Hour
Water Truck	\$ _____	Per Hour
_____	\$ _____	Per Hour
_____	\$ _____	Per Hour
_____	\$ _____	Per Hour
_____	\$ _____	Per Hour
_____	\$ _____	Per Hour
_____	\$ _____	Per Hour
_____	\$ _____	Per Hour
_____	\$ _____	Per Hour
_____	\$ _____	Per Hour
_____	\$ _____	Per Hour
_____	\$ _____	Per Hour

Any equipment not listed will be paid per current Caltrans equipment rates. The City will pay a

maximum travel time of one hour in each direction.

MATERIAL MARK-UP

Material mark-up will not exceed _____% of supplier's invoice price (cost) that will be furnished to the City in any cost proposal for emergency response work.

Traffic Signal Intersection Locations

Traffic Signal Intersection Locations			
ID	Location	ID	Location
1.	Garvey Avenue & Chico Avenue	24.	Central Avenue (Front of Mary Van Dyke Park)
2.	Garvey Avenue & Potrero Avenue	25.	Merced Avenue & Alesia Street (Flashing Beacon)
3.	Garvey Avenue & Lee Avenue		
4.	Garvey Avenue & Lashbrook Ave (Pedestrian Signal)		
5.	Rush Street & Chico Avenue		
6.	Rush Street & Potrero		
7.	Rush Street & Merced Avenue		
8.	Rush Street & Central Avenue		
9.	Rush Street & Santa Anita Avenue		
10.	Rush Street & Tyler Avenue		
11.	Rush Street & Peck Road		
12.	Durfee Avenue & Peck Road (AKA Rush/Durfee & Peck/Durfee)		
13.	Durfee Avenue & Thienes Avenue (AKA Peck/Thienes)		
14.	Durfee Avenue & Michael Hunt Drive (AKA Peck/Hunt)		
15.	Tyler Avenue & Klingerman Street		
16.	Tyler Avenue & Santa Anita Avenue		
17.	Tyler Avenue & Thienes Avenue		
18.	Santa Anita Avenue & Central Avenue		
19.	Santa Anita Avenue & Michael Hunt Drive (AKA Santa Anita/Vacco)		
20.	Santa Anita Avenue & Klingerman Street		
21.	Santa Anita Ave & Fern Street/Elliot Avenue		
22.	Michael Hunt Drive & Lidcombe Avenue (Pedestrian Signal)		
23.	Central Avenue & Lerma Avenue (Pedestrian Signal)		

Speed Feedback Sign Locations

<u>Speed Feedback Locations</u>				
ID	Located on	Quantity	Between	
1.	Potrero Ave	2 each	Alesia St	Max Shapiro Way
2.	Vacco St	2 each	Central Ave	Santa Anita Ave

12. QUESTIONS REGARDING THIS RFP

All questions regarding this RFP must be submitted via email:

Andres Gonzalez
Senior Public Works Analyst
agonzalez@soelmonte.org

Questions regarding this proposal shall be submitted via email by the deadline identified on RFP Schedule. In response to all questions received by this date, City will issue an Addendum by the deadline identified on RFP Schedule. The addendum will be published on the City website. Contractors are responsible to download and acknowledge any addenda from the City website from the following address:

<https://www.cityofsouthelmonte.org/Bids.aspx>

13. PROPOSAL SUBMITTAL PROTOCOL

In order to be considered in the selection process, interested parties shall submit one (1) copy and one (1) electronic copy (pdf) of their Proposals no later than 2:00 PM, December 13, 2023 to:

City of South El Monte
City Clerk's Office
1415 Santa Anita Ave.
South El Monte, CA 91733
Attn: John Poehler, Public Works Director

Late proposals will not be accepted.

Note: Use of the City seal is prohibited on any documents without City authorization. Consultants shall not include City seal in their proposals without authorization.

14. PRE-CONTRACTUAL EXPENSES IN RESPONDING TO THE RFP PREPARATION

The City shall not be liable for any pre-contractual expenses incurred by any proposer or by any selected contractor. Each proposer shall protect, defend, indemnify, and hold harmless the City from any and all liability, claims, or expenses whosoever incurred by, or on behalf of, the entity participating in the preparation of its response to this RFP. Pre-contractual expenses are defined as expenses incurred by proposers and the selected

contractor, if any, in:

- Preparing and submitting information in response to this RFP
- Negotiations with the City on any matter related to this procurement
- Costs associated with interviews, meetings, travel or presentations
- All other expenses incurred by a proposer/ contractor prior to the date of award and a formal notice to proceed.

The City reserves the right to amend, withdraw and cancel this RFP. The City reserves the right to reject all responses to this request at any time prior to contract execution, or only award a partial contract for a limited scope of work. The City reserves the right to request or obtain additional information about any and all proposals.

END OF RFP

ATTACHMENTS TO FOLLOW

Attachment A Affidavit of Non-Collusion
Attachment B Claims History
Attachment C Sample Professional Services Agreement

ATTACHMENT A

AFFIDAVIT OF NON-COLLUSION

I state that I am _____ (title) of _____ (name of firm) and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this Offer.

I state that:

- (1) The price(s) and amount of this Offer have been arrived at independently and without consultation, communication or agreement with any other Proposer or potential Proposer.
- (2) That neither the price(s) nor the amount of this Offer, and neither the approximate price(s) nor approximate amount of this Offer, have been disclosed to any other firm or person who is a Proposer or potential Proposer, and they will not be disclosed before Solicitation opening.
- (3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit an Offer higher than this Offer, or to submit any intentionally high or noncompetitive Offer or other form of complementary Offer.
- (4) The Offer of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Offer.
- (5) _____ (name of firm), its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted of or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as described in the attached appendix.

I state that _____ (name of firm) understands and acknowledges that the above representations are material and important, and will be relied on by the City of South El Monte in awarding the contract(s) for which this Offer is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the City of South El Monte of the true facts relating to the submission of Offers for this contract.

(Authorized Signature)

(Name of Company/Position)

Sworn to and subscribed before me this _____ day of _____, 20____.

Notary Public for California

My Commission Expires: _____

ATTACHMENT B

CLAIMS HISTORY

Each Consultant shall submit a summary of whether or not any of the following events have occurred within the past (10) years and, if so, a brief description of the circumstances involved (including, without limitation, the names of parties involved, current status and final disposition of the matter of dispute):

Failure to disclose any circumstances requested in the following paragraphs is grounds for disqualification.

- Failure by Consultant or any sub-consultant to enter into a contract to which it has received an award by a public entity.
- Forfeiture of a bid or proposal bond by proposer or any sub-consultant.
- Termination for default under a contract awarded by a public entity to Consultant or any sub-consultant.
- Debarment of Consultant or any sub-consultant by any municipal, county, state, federal, or local agency (note: debarment is grounds for automatic disqualification).
- The filing of a lawsuit or arbitration in which the Consultant or a sub-consultant was a defendant or cross-defendant at any time within the past ten (10) years that involved the performance of project, program, or engineering services and that involved an amount in controversy sought to be recovered from Consultant or the sub-consultant of more than \$100,000.00.
- Conviction of Consultant, a sub-consultant, or any of their principals or officers for violation of a state or federal antitrust law involving bid rigging, collusion, or restriction on competition between bidders, or conviction of violating any other federal or state law relating to bidding or contract performance (note: such conviction is grounds for automatic disqualification).
- Any publications involving firm or principals alleging or claiming corruption (such claims are grounds for automatic disqualification).
- Any suspension, revocation, or other disciplinary proceeding relating to a contracting or professional license issued to proposer or a sub-consultant.

ATTACHMENT C

SAMPLE PROFESSIONAL SERVICES AGREEMENT

CONTRACT SERVICES AGREEMENT

By and Between

CITY OF SOUTH EL MONTE

and

**AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF SOUTH EL MONTE AND**

THIS AGREEMENT FOR CONTRACT SERVICES (herein “Agreement”) is made and entered into this ____ day of _____, 2023 by and between the CITY OF SOUTH EL MONTE, a California, a municipal corporation (“City”) and _____, _____ (“Consultant”). City and Consultant may be referred to, individually or collectively, as “Party” or “Parties.”

RECITALS

City has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the services defined and described particularly in Article 1 of this Agreement.

Consultant, following submission of a proposal or bid for the performance of the services defined and described particularly in Article 1 of this Agreement, was selected by the City to perform those services.

Pursuant to the City of South El Monte Municipal Code, City has authority to enter into and execute this Agreement.

The Parties desire to formalize the selection of Consultant for performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the “Scope of Services” attached hereto as Exhibit “A” and incorporated herein by this reference, which may be referred to herein as the “services” or “work” hereunder. As a material inducement to the City entering into this Agreement, Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be both of good quality as well as fit for the purpose intended. For purposes of this Agreement, the phrase “highest

professional standards” shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Consultant’s Proposal.

The Scope of Services shall include the Consultant’s scope of work or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

Consultant shall keep itself informed concerning, and shall render all services hereunder in accordance with, all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered.

1.4 Licenses, Permits, Fees and Assessments.

Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant’s performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.5 Familiarity with Work.

By executing this Agreement, Consultant warrants that Consultant (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Consultant discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Consultant shall immediately inform the City of such fact and shall not proceed except at Consultant’s risk until written instructions are received from the Contract Officer.

1.6 Care of Work.

The Consultant shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City’s own negligence.

1.7 Further Responsibilities of Parties.

Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

1.8 Additional Services.

City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual costs of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum or \$25,000, whichever is less; or, in the time to perform of up to one hundred eighty (180) days, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other Consultants. No claims for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.9 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed _____ Dollars (\$_____) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8.

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion; (ii) payment in accordance with specified tasks or the percentage of completion of the services, less contract retention; (iii) payment for time and materials based upon the Consultant's rates as specified in the Schedule of Compensation, provided that (a) time estimates are provided for the performance of sub tasks, (b) contract retention is maintained, and (c) the Contract Sum is not exceeded; or (iv) such other methods as may be specified in the Schedule of Compensation.

2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual subcontractor expenses of an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending said meetings.

2.4 Invoices.

Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall contain all information specified in Exhibit "C", and shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Consultant shall not invoice City for any duplicate services performed by more than one person.

City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, or as provided in Section 7.3, City will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by City for any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.5 Waiver.

Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance.

Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding _____ years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D"). [The City may, in its sole discretion, extend the Term for ____ additional one-year terms.]

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Consultant.

The following principals of Consultant ("Principals") are hereby designated as being the principals and representatives of Consultant authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

(Name)

(Title)

(Name)

(Title)

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. All personnel of Consultant, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the foregoing Principals may not be replaced nor may their responsibilities be substantially reduced by Consultant without the express written approval of City. Additionally, Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Consultant shall notify City of any changes in Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

4.2 Status of Consultant.

Consultant shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Consultant, nor any of Consultant's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim Consultant may have to any such rights.

4.3 Contract Officer.

The Contract Officer shall be [_____] or such person as may be designated by the City Manager. It shall be the Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Consultant shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Consultant.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except

as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Consultant's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Consultant shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant. Consultant represents and warrants that the personnel used to provide services to the City pursuant to this Agreement are classified by Consultant as employees and that Consultant issues or will issue a W-2 to such personnel.

In the event that Consultant or any employee, agent, subcontractor, or independent contractor of Consultant providing services under this Agreement claims or is determined by a federal or state agency, a court of competent jurisdiction, or the California Public Employees' Retirement System ("CalPERS") to be classified as other than an independent contractor for the City, then Consultant shall indemnify, defend, and hold harmless the City for the payment of any and all assessed fines, penalties, judgments, employee and/or employer contributions, and any other damages and costs assessed to the City as a consequence of, or in any way attributable to, the assertion that Consultant or any of Consultant's personnel used to provide the Services under this Agreement are other than independent contractors of the City.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of City.

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

Without limiting Consultant's indemnification of City, and prior to commencement of any services under this Agreement, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City.

(a) General liability insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$2,000,000 per occurrence, \$4,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO “insured contract” language will not be accepted.

(b) Automobile liability insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

(c) Professional liability (errors & omissions) insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

(d) Workers’ compensation insurance. Consultant shall maintain Workers’ Compensation Insurance (Statutory Limits) and Employer’s Liability Insurance (with limits of at least \$1,000,000).

(e) Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.

(f) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit “B”.

5.2 General Insurance Requirements.

(a) Proof of insurance. Consultant shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers’ compensation. Insurance certificates and endorsements must be approved by City’s Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

(b) Duration of coverage. Consultant shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Consultant, its agents, representatives, employees or subconsultants.

(c) Primary/noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute

with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

(d) City's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(e) Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or that is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

(f) Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(g) Enforcement of contract provisions (non-estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

(h) Requirements not limiting. Requirements of specific coverage features or limits contained in this section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

(i) Notice of cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

(j) Additional insured status. General liability policies shall provide or be endorsed to provide that City and its officers, officials, employees, and agents, and volunteers shall be

additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

(k) Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

(l) Separation of insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

(m) Pass through clause. Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to City for review.

(n) Agency's right to revise specifications. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City and Consultant may renegotiate Consultant's compensation.

(o) Self-insured retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by City.

(p) Timely notice of claims. Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(q) Additional insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

5.3 Indemnification.

To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of

Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable (“indemnitors”), or arising from Consultant’s or indemnitors’ reckless or willful misconduct, or arising from Consultant’s or indemnitors’ negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

Consultant will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys’ fees incurred in connection therewith;

Consultant will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Consultant hereunder; and Consultant agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Consultant for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Consultant hereunder, Consultant agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys’ fees.

Consultant shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Consultant shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Consultant in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City’s sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City’s negligence, except that design professionals’ indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination or expiration of this Agreement.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the “books and records”), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times

during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Consultant's business, custody of the books and records may be given to City, and access shall be provided by Consultant's successor in interest. Notwithstanding the above, the Consultant shall fully cooperate with the City in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

6.2 Reports.

Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Consultant hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City's sole risk and without liability to Consultant, and Consultant's guarantee and warranties shall not extend to such use, reuse or assignment. Consultant may retain copies of such documents for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Moreover, Consultant with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

6.4 Confidentiality and Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Contract Officer.

(b) Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered “voluntary” provided Consultant gives City notice of such court order or subpoena.

(c) If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorney’s fees, caused by or incurred as a result of Consultant’s conduct.

(d) Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

7.2 Disputes; Default.

In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if

circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Consultant's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

7.3 Retention of Funds.

Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Consultant to insure, indemnify, and protect City as elsewhere provided herein.

7.4 Waiver.

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.6 Legal Action.

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary

provision herein, Consultant shall file a statutory claim pursuant to Government Code Sections 905 et seq. and 910 et seq., in order to pursue a legal action under this Agreement.

7.7 Liquidated Damages.

Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the City the sum of \$ _____ (_____ Dollars) as liquidated damages for each working day of delay in the performance of any service required hereunder, as specified in the Schedule of Performance (Exhibit "D"). The City may withhold from any monies payable on account of services performed by the Contractor any accrued liquidated damages. Pursuant to Government Code Section 4215, Contractor shall not be assessed liquidated damages for delay in completion of the project when such delay was caused by the failure of the public agency or owner of the utility to provide for removal or relocation of utility facilities.

7.8 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.9 Termination for Default of Consultant.

If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

7.10 Attorneys' Fees.

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Contract Officer. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects her/his financial interest or the financial interest of any corporation, partnership or association in which (s)he is, directly or indirectly, interested, in violation of any State statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination.

Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class in the performance of this Agreement. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class.

8.4 Unauthorized Aliens.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C. § 1101 *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer (with her/his name and City title), City of South El Monte, 1415 Santa Anita Avenue, South El Monte, California 91733 and in the case of the Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.3 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

9.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.6 Warranty & Representation of Non-Collusion.

No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of “financial interest” shall be consistent with State law and shall not include interests found to be “remote” or “noninterests” pursuant to Government Code Sections 1091 or 1091.5. Consultant warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Consultant further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant’s Authorized Initials _____

9.7 Corporate Authority.

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) that entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF SOUTH EL MONTE, a municipal corporation

Gloria Olmos, Mayor

ATTEST:

Donna G. Schwartz, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Anthony R. Taylor, City Attorney

CONSULTANT:

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

Address: _____

If applicable, two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2023 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
☐ INDIVIDUAL	_____
☐ CORPORATE OFFICER	TITLE OR TYPE OF DOCUMENT

TITLE(S)	
☐ PARTNER(S) ☐ LIMITED	_____
☐ GENERAL	NUMBER OF PAGES
☐ ATTORNEY-IN-FACT	
☐ TRUSTEE(S)	_____
☐ GUARDIAN/CONSERVATOR	DATE OF DOCUMENT
☐ OTHER _____	

SIGNER IS REPRESENTING:	
(NAME OF PERSON(S) OR ENTITY(IES))	SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2023 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
☐ INDIVIDUAL	_____
☐ CORPORATE OFFICER	TITLE OR TYPE OF DOCUMENT

TITLE(S)	
☐ PARTNER(S) ☐ LIMITED	_____
☐ GENERAL	NUMBER OF PAGES
☐ ATTORNEY-IN-FACT	
☐ TRUSTEE(S)	_____
☐ GUARDIAN/CONSERVATOR	DATE OF DOCUMENT
☐ OTHER _____	

SIGNER IS REPRESENTING:	
(NAME OF PERSON(S) OR ENTITY(IES))	SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"

SCOPE OF SERVICES

III. Consultant will perform the following Services:

A.

B.

C.

IV. As part of the Services, Consultant will prepare and deliver the following tangible work products to the City:

A.

B.

C.

V. In addition to the requirements of Section 6.2, during performance of the Services, Consultant will keep the City appraised of the status of performance by delivering the following status reports:

A.

B.

C.

VI. All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.

VII. Consultant will utilize the following personnel to accomplish the Services:

A.

B.

C.

EXHIBIT “B”

SPECIAL REQUIREMENTS

(Superseding Contract Boilerplate)

The Agreement is amended as provided herein. Deleted text is indicated in ~~strikethrough~~ and added text in ***bold italics***.

EXHIBIT "C"

SCHEDULE OF COMPENSATION

I. Consultant shall perform the following tasks at the following rates:

		RATE	TIME	SUB-BUDGET
A.	_____	_____	_____	_____
B.	_____	_____	_____	_____
C.	_____	_____	_____	_____
D.	_____	_____	_____	_____

II. A retention of ten percent (10%) shall be held from each payment as a contract retention to be paid as part of the final payment upon satisfactory completion of services.

III. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task subbudget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.8.

IV. The City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:

- A. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.
- B. Line items for all materials and equipment properly charged to the Services.
- C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.
- D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

V. The total compensation for the Services shall not exceed the Contract Sum as provided in Section 2.1 of this Agreement.

VI. The Consultant's billing rates for all personnel are attached as Exhibit C-1.

EXHIBIT “D”

SCHEDULE OF PERFORMANCE

- I. Consultant shall perform all services timely in accordance with the following schedule:**

		<u>Days to Perform</u>	<u>Deadline Date</u>
A.	Task A	_____	_____
B.	Task B	_____	_____
C.	Task C	_____	_____

- II. Consultant shall deliver the following tangible work products to the City by the following dates.**

- A.
- B.
- C.

- III. The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.**



City Council Agenda Report

Agenda Item No. 7.d.

DATE: November 14, 2023

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: John Poehler, Director of Public Works

SUBJECT: CONSIDERATION FOR AUTHORIZATION TO ADVERTISE
FOR CONSTRUCTION BIDS – AQUATICS CENTER
SWIMMING POOL REPLASTERING PROJECT

SUMMARY: Staff seeks City Council approval to advertise for construction bids for the Aquatics Center Swimming Pool Replastering project.

RECOMMENDED ACTION: Staff recommends City Council approve the construction bid package to solicit bids for the Aquatics Center Swimming Pool Replastering project.

FISCAL/FINANCIAL IMPACT: There is no immediate fiscal impact associated with this action. Upon final contract award, staff will prepare a report with findings and recommendations for consideration and approval by City Council. The estimated total project cost is \$600,000, with \$378,844 in funding provided by the California Natural Resources Agency Grant, and the remaining \$221,156 will be drawn from the Community Development Block Grant.

DISCUSSION: The proposed work includes removal of existing plaster and installation of new plaster (quartz), new pool tiles, drain covers, pool LED light fixtures to small and large pools at the Aquatic Center facility located at 1500 Central Avenue, South El Monte. Contractor will also be responsible for obtaining permits from LA County Health Department as part of its performance of this work. The anticipated construction is scheduled to start early 2024 and be completed before the summer schedule at the facility.

Staff recommends City Council approve the construction bid package to solicit bids for the Aquatics Center Swimming Pool Replastering project. The bid package will be released on November 15, 2023 and responses will be due by no later than December 13, 2023 at 2:00 p.m.

Staff report was prepared by Andrés González, Senior Public Works Analyst.

ATTACHMENT(S):

A. BID PACKAGE SEM SWIMMING POOL REPLASTERING 10-31-23

ATTACHMENT A

CITY OF SOUTH EL MONTE, CALIFORNIA



**BIDDING AND CONTRACT DOCUMENTS, PLANS AND
SPECIFICATIONS
for
AQUATICS CENTER SWIMMING POOL REPLASTERING
PROJECT**

City Project No.: 252

Date Issued: November 14, 2023

Mandatory Pre-Bid Meeting Date/Location:

**December 6, 2023, at 10 am
1500 Central Avenue, South El Monte, CA**

Bid Due Date:

December 13, 2023, at 2 pm

Submit bids to:

**City Clerk's Office
City of South El Monte
1415 N. Santa Anita Avenue, South El Monte, California 91733**

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**NOTICE INVITING BIDS
FOR**

AQUATICS CENTER SWIMMING POOL REPLASTERING PROJECT

City Project No.: 252

NOTICE IS HEREBY GIVEN that the City of South El Monte, California ("City") invites sealed Bids for the Project. The City will receive such Bids at the City Clerk's office, City Hall, 1415 N. Santa Anita Avenue, South El Monte, California 91733 up to 2 pm on December 13, 2023, at which time they will be publicly opened and read aloud.

SCOPE OF WORK. The Project includes, without limitation, furnishing all necessary labor, materials, equipment and other incidental and appurtenant work necessary to satisfactorily complete the Project, as more specifically described in the Contract Documents. This Work will be performed in strict conformance with the Contract Documents, permits from regulatory agencies with jurisdiction, and applicable regulations. The quantity of Work to be performed and materials to be furnished are approximations only, being given as a basis for the comparison of Bids. Actual quantities of Work to be performed may vary at the discretion of the City Engineer.

OBTAINING BID DOCUMENTS. Copies of the Bidding and Contract Documents, Plans and Specifications can be obtained as follows:

1. Please e-mail your request with your contact information to: okan.demirci@transtech.org. Upon receipt of your e-mail, you will be registered as a plan holder, and a pdf file of the Bidding and Contract Documents, Plans and Specifications will be e-mailed to you at no cost.
2. Hard copies will not be provided.

MODIFICATIONS AND ALTERNATIVE PROPOSALS: Unauthorized conditions, limitations or provisions attached to a proposal will render it informal and may cause its rejection. The complete proposal forms shall be without interlineations, alterations or erasures. All blank spaces in the proposal shall be properly filled. No oral, telegraphic or telephonic proposals or modifications will be considered.

DISCREPANCIES IN PROPOSALS: In case of discrepancy between words and figures, the words shall prevail. If the amounts bid on individual items (if called for) do not in fact add up to the total amount shown by the bidder, the correctly added total of the individual items shall prevail over the total figure shown by the bidder if there is a discrepancy between these figures. The estimated quantities and amounts are for the purpose of comparison of bids only.

DISQUALIFICATION OF BIDDERS: No person, firm or corporation shall be allowed to make, file or be interested in more than one bid for the same work, unless alternate bids are specifically called for. A person, firm or corporation that has submitted a sub-proposal to a bidder, or that has quoted prices of materials to a bidder, is not thereby disqualified from submitting a sub-proposal or quoting prices to other bidders or making a prime proposal. If there is a reason to believe that collusion exists among the bidders, all bids will be rejected.

TIME OF COMPLETION. The Contractor shall complete all work within 40 working days of the issuance of the Notice to Proceed.

ESTIMATED COST OF WORK. Estimated cost is in the range of \$500,000.

MANDATORY PRE-BID MEETING AND SITE VISIT. A mandatory pre-bid meeting will be held on December 6, 2023 at 10 am, at the project site (Address: 1500 Central Avenue, South El Monte, CA). No allowances for cost adjustments will be made if a Bidder fails to adequately examine the Project site before submitting a Bid.

REGISTRATION WITH THE DEPARTMENT OF INDUSTRIAL RELATIONS. In accordance with Labor Code Sections 1725.5 and 1771.1, no contractor or subcontractor shall be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Section 1725.5 [with limited exceptions for bid purposes only under Labor Code Section 1771.1(a)].

PREVAILING WAGES. In accordance with Labor Code Section 1770 *et seq.*, the Project is a "public work." The selected Bidder (Contractor) and any Subcontractors shall pay wages in accordance with the determination of the Director of the Department of Industrial Relations ("DIR") regarding the prevailing rate of per diem wages. Copies of those rates are on file with the Director of Public Works, and are available to any interested party upon request. The Contractor shall post a copy of the DIR's determination of the prevailing rate of per diem wages at each job site. This Project is subject to compliance monitoring and enforcement by the DIR.

DBE: There is no mandatory DBE Participation requirement. All bidders are required to comply with all applicable competitive bidding and labor compliance laws including, but not limited to, active solicitation of subcontract bids from minority-owned businesses, women-owned businesses, and businesses owned by disabled veterans. The City hereby notifies all qualified bidders that it will affirmatively insure that qualified minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the basis of race, color, national origin, ancestry, sex, religion, or handicap in consideration for an award. Attention is directed to the provisions of Section 1777.5 (Chapter 1411, Statutes of 1968) and 1777.5 of the Labor Code concerning the employment of apprentices by the Contractor's or any such subcontractors under hire. The bidders and the selected Contractor shall not allow discrimination in employment practices on the basis of race, color, national origin, ancestry, sex, religion, or handicap.

BONDS. Each Bid must be accompanied by a cash deposit, cashier's check, certified check or Bidder's Bond issued by a Surety insurer, made payable to the City and in an amount not less than ten percent (10%) of the total Bid submitted. Personal or company checks are not acceptable. Upon Contract award, the Contractor shall provide faithful performance and payment Bonds, each in a sum equal to the Contract Price. All Bonds must be issued by a California admitted Surety insurer using the forms set forth in the Contract Documents, or in any other form approved by the City Attorney. Failure to enter into the Contract with the City, including the submission of all required Bonds and insurance coverages, within fifteen (15) Days after the date of the mailing of written notice of contract award to the Bidder, shall subject the Bid security to forfeiture to the extent provided by law.

LICENSES. Each Bidder shall possess a valid Class C-53 Contractor's license issued by the California State Contractors License Board at the time of the Bid submission, unless this Project has any federal funding, in which case the successful Bidder must possess such a license at the time of Contract award. The successful Contractor must also possess a current City business license.

RETENTION SUBSTITUTION. Five percent (5%) of any progress payment will be withheld as retention. In accordance with Public Contract Code Section 22300, and at the request and expense of the Contractor, securities equivalent to the amount withheld may be deposited with the City or with a State or federally chartered bank as escrow agent, which shall then pay such moneys to the Contractor. Upon satisfactory completion of the Project, the securities shall be returned to the Contractor. Alternatively, the Contractor may request that the City make payments of earned retentions directly to an escrow agent at the Contractor's expense. No such substitutions shall be accepted until all related documents are approved by the City Attorney.

RETENTION OF RECORDS. Contract shall retain all records for 5 years.

LIQUIDATED DAMAGES. Liquidated damages is \$500 per calendar day.

AWARD OF CONTRACT. The City reserves the right to reject any Bid or all Bids, and to waive any irregularities or informalities in any Bid or in the bidding. The award of the contract, if made by the City, will be to the lowest responsive and responsible bidder.

If there are any questions regarding this project, please contact in writing via e-mail:

Okan Demirci, PE

okan.demirci@transtech.org

All inquiries must be submitted in writing.

INSTRUCTION TO BIDDERS

FORM OF BID. Bids shall be made on the Bid forms found herein. Bidders shall include all forms and fill in all blank spaces, including inserting "N/A" (for not applicable) where necessary. Each Bid must be submitted in a sealed envelope bearing the Bidder's name and addressed to the City Clerk with the Project name and identification number (as described in the Notice Inviting Bids) typed or clearly printed on the lower left corner of the envelope.

DELIVERY OF BIDS. The Bid shall be delivered by the time and date, and to the place specified in the Notice Inviting Bids. No oral, faxed, emailed, or telephonic Bids or alternatives will be considered. The time of delivery shall be conclusively determined by the time-stamping clock located at the City Clerk's office. Bidders are solely responsible for ensuring that their Bids are received in proper time, and Bidders assume all risks arising out of their chosen means of delivery. Any Bid received after the Bid submission deadline shall be returned unopened. Bidders are invited to be present for Bid opening. Accepted Bids shall become the property of the City.

PRE-BID INQUIRIES. All questions regarding this bid shall be directed via email, no later than **7 calendar days** prior to bid due date and time and to the person specified in Section NIB – Notice Inviting Bids. It is the responsibility of the bidder to confirm transmission of correspondence.

AMENDED BIDS. Unauthorized conditions, limitations or provisos attached to a Bid may cause the Bid to be deemed incomplete and non-responsive.

WITHDRAWAL OF BID. A Bid may be withdrawn without prejudice upon written request by the Bidder filed with the City Clerk before the Bid submission deadline. Bids must remain valid and shall not be subject to withdrawal for **ninety (90)** Days after the Bid opening date.

BIDDER'S SECURITY. Each Bid shall be accompanied by cash, a certified or cashier's check payable to the City, or a satisfactory Bid Bond in favor of the City executed by the Bidder as principal and an admitted surety insurer as Surety, in an amount not less than ten percent (10%) of the amount set forth in the Bid. The cash, check or Bid Bond shall be given as a guarantee that, if selected, the Bidder will execute the Contract in conformity with the Contract Documents, and will provide the evidence of insurance and furnish the specified Bonds, within fifteen (15) Days after the date of delivery of the Contract Documents to the Bidder. In case of the Bidder's refusal or failure to do so, the City may award the Contract to the next lowest responsible bidder, and the cash, check, or Bond (as applicable) of the lowest Bidder shall be forfeited to the City to the extent permitted by law. No Bid Bond will be accepted unless it conforms substantially to the form provided in these Contract Documents.

QUANTITIES APPROXIMATE. Any quantities shown in the Bid form or elsewhere herein shall be considered as approximations listed to serve as a general indication of the amount of Work or materials to be performed or furnished, and as basis for the Bid comparison. The City does not guarantee that the actual amounts required will correspond with those shown. As deemed necessary or convenient, the City may increase or decrease the amount of any item or portion of Work or material to be performed or furnished or omit any such item or portion, in accordance with the Contract Documents.

ADDENDA. The City Engineer may, from time to time, issue Addenda to the Contract Documents. Bidders are responsible for ensuring that they have received any and all Addenda. Each Bidder is responsible for verifying that it has received all Addenda issued, if any. Bidders

must acknowledge receipt of all Addenda, if any, in their bids. Failure to acknowledge receipt of all Addenda may cause a Bid to be deemed incomplete and non-responsive.

FACSIMILE NUMBER AND EMAIL ADDRESS. Bidders shall supply the City Engineer with a facsimile number and email address to facilitate transmission of Addenda and other information related to these Contract Documents. If the Addenda and other information are emailed, the City shall also send all documents by facsimile or U.S. Mail. Failure to provide such a facsimile number and email address may result in late notification. The City does not guarantee that it will provide any information by facsimile, email, or both. A Bidder shall be responsible for all Addenda regardless of whether Bidder received any such fax or email, and a Bidder shall have no recourse due to not receiving such facsimile, email or both.

DISCREPANCIES IN BIDS. Each bidder shall set forth as to each item of Work, in clearly legible words and figures, a unit or line item Bid amount for the item in the respective spaces provided for this purpose.

In case of discrepancy between the unit price and the extended amount set forth for the item, the unit price shall prevail. However, if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or if the unit price is the same amount as the entry in the "extended amount" column, then the amount set forth in the "extended amount" column for the item shall prevail in accordance with the following:

- (1) As to lump sum items, the amount set forth in the "extended amount" column shall be the unit price.
- (2) As to unit price items, the amount set forth in the "extended amount" column shall be divided by the estimated quantity for the item set forth in the Bid documents, and the price thus obtained shall be the unit price.

In case of discrepancy between words and figures, the words shall prevail.

COMPETENCY OF BIDDERS. In evaluating Bidder responsibility, consideration will be given not only to the financial standing, but also to the general competency of the Bidder for the performance of the Project. Each Bidder shall set forth in the designated area of the Bid form a statement of its experience. No Contract will be executed with a Bidder that is not licensed and registered with the DIR in accordance with State law, and with any applicable specific licensing requirements specified in these Contract Documents. These licensing and registration requirements for Contractors shall also apply to all Subcontractors.

BIDDER'S EXAMINATION OF SITE AND CONTRACT DOCUMENTS. Each Bidder must carefully examine the Project site and the entirety of the Contract Documents. Upon submission of a Bid, it will be conclusively presumed that the Bidder has thoroughly investigated the Work and is satisfied as to the conditions to be encountered and the character, quality, and quantities of Work to be performed and materials to be furnished. Upon Bid submission, it also shall be conclusively presumed that the Bidder is familiar with and agrees to the requirements of the Contract Documents, including all Addenda. No information derived from an inspection of records or investigation will in any way relieve the Contractor from its obligations under the Contract Documents nor entitle the Contractor to any additional compensation. The Contractor shall not make any claim against the City based upon ignorance or misunderstanding of any condition of the Project site or of the requirements set forth in the Contract Documents. No claim for additional compensation will be allowed which is based on a lack of knowledge of the above items. Bidders assume all risks in connection with performance of the Work in accordance with the Contract

Documents, regardless of actual conditions encountered, and waive and release the City with respect to any and all claims and liabilities in connection therewith, to the extent permitted by law.

TRADE NAMES OR EQUALS. Requests to substitute an equivalent item for a brand or trade name item must be made by written request submitted no later than the date specified in Section 4-6 of the General Provisions. Requests received after this time shall not be considered. Requests shall clearly describe the product for which approval is requested, including all data necessary to demonstrate acceptability.

DISQUALIFICATION OF BIDDERS. No Person shall be allowed to make, file or be interested in more than one Bid for the Project, unless alternate Bids are specifically called for. A Person that has submitted a sub-bid to a Bidder, or that has quoted prices of materials to a Bidder, is not thereby disqualified from submitting a sub-proposal or quoting prices to other Bidders or from making a prime Bid. If there is a reason to believe that collusion exists among the Bidders, all affected Bids will be rejected.

RETURN OF BID SECURITY. The successful Bidder's Bid security shall be held until the Contract is executed. Bid security shall be returned to the unsuccessful Bidders within a reasonable time, which in any case shall not exceed sixty (60) Days after the successful Bidder has signed the Contract.

AWARD OF CONTRACT. The City reserves the right to reject any or all Bids or any parts thereof or to waive any irregularities or informalities in any Bid or in the bidding. The Contract award, if made, will be to the lowest responsible, responsive Bidder and is anticipated to occur within sixty (60) Days after the Bid opening. The Contract award may be made after that period if the selected Bidder has not given the City written notice of the withdrawal of its Bid.

ADDITIVE OR DEDUCTIVE ITEMS. In accordance with Public Contract Code Section 20103.8, the lowest Bid shall be determined as indicated in Section B - BID.

TRENCHING. If the Project involves the construction of a pipeline, sewer, sewage disposal system, boring and jacking pits, or similar trenches or open excavations, which are five (5) feet deep or more, then each Bidder must submit, as a Bid item, adequate sheeting, shoring, and bracing, or an equivalent method, for the protection of life or limb, which shall conform to applicable safety orders. This final submission must be accepted by the City in advance of excavation and must include a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from caving ground during the excavation Work. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

LISTING SUBCONTRACTORS. Each Bidder shall submit a list of the proposed Subcontractors on the Project, as required by the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100, *et seq.*).

EXECUTION OF CONTRACT. The selected Bidder shall execute the Contract in the form included in these Contract Documents within fifteen (15) Days from the date of delivery of the Contract Documents to the Bidder. Additionally, the selected Bidder shall also secure all insurance and Bonds as herein specified, and provide copies to the City, within fifteen (15) Days from the date of delivery of the Contract Documents to the Bidder. Failure or refusal to execute the Contract or to conform to any of the stipulated requirements shall be just cause for the annulment of the award and forfeiture of the Bidder's security. In such event, the City may declare

the Bidder's security forfeited to the extent permitted by law, and the City may award the Contract to the next lowest responsible Bidder or may reject all bids.

SIGNATURES. The Bidder shall execute all documents requiring signatures, and shall cause to be notarized all documents that indicate such a requirement. Bids submitted as joint ventures must so state and be signed by each joint venturer. The Bidder shall provide evidence satisfactory to the City, such as an authenticated resolution of its board of directors, a certified copy of a certificate of partnership acknowledging the signer to be a general partner, or a power of attorney, indicating the capacity of the person(s) signing the Bid to bind the Bidder to the Bid and any Contract arising therefrom. Alternatively, Bids submitted by corporations must be executed as specified in Corporations Code Section 313, and Bids submitted by partnerships must be executed by all partners comprising the partnership.

INSURANCE AND BONDS. The Contractor shall not begin Work until it has given the City evidence of all required insurance coverage (including all additional insured endorsements), a Bond guaranteeing the Contractor's faithful performance of the Contract, and a Bond securing the payment of claims for labor and materials.

TELEPHONES. Bidders are hereby notified that the City will not provide telephones for their use at the time of Bid submission.

INTERPRETATION OF CONTRACT DOCUMENTS. Any Bidder that is in doubt as to the intended meaning of any part of the Contract Documents, or that finds discrepancies in or omissions from the Contract Documents, may submit to the City Engineer a written request for an interpretation or correction not later than ten (10) Days before the Bid submission deadline. Requests for clarification received after this date will be disregarded. Please indicate the Project and identification number in the request for clarification. Telephonic requests will not be taken. Any interpretation or correction of the Contract Documents will be made only by a written Addendum. No oral interpretation of any provision in the Contract Documents shall be binding.

TAXES. Except as may be otherwise specifically provided herein, all sales and/or use taxes assessed by federal, State or local authorities on materials used or furnished by the Contractor in performing the Work shall be paid by the Contractor. The Bidder shall calculate payment for all sales, unemployment, pension and other taxes imposed by federal, State, and local law and shall include these payments in computing the Bid.

CHECKLIST FOR BIDDERS

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

- _____ Completed and Signed Bid Cover Form
- _____ Completed and Signed Bid Sheets
- _____ Completed, Signed and Notarized Questionnaire
- _____ Completed References Form
- _____ Resume of General Construction Superintendent/On-Site Construction Manager
- _____ Completed Designation of Subcontractors Form
- _____ Completed and Signed Industrial Safety Record Form
- _____ Completed, Signed and Notarized Bid Bond or Other Security Form
- _____ Signed and Notarized Noncollusion Declaration Form
- _____ Evidence satisfactory to the City indicating the capacity of the person(s) signing the Bid to bind the Bidder

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

BID

CITY OF SOUTH EL MONTE

AQUATICS CENTER SWIMMING POOL REPLASTERING PROJECT

City Project No.: 252

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF SOUTH EL MONTE:

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

Bidder acknowledges receipt of all addenda, as follows:

Addendum No. _____ Date: _____

Addendum No. _____ Date: _____

Addendum No. _____ Date: _____

Addendum No. _____ Date: _____

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

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

The undersigned certifies to have a minimum of three (3) consecutive years of current experience in the type of Work related to the Project and that this experience is in actual operation of the firm with permanent employees performing a part of the Work as distinct from a firm operating entirely by subcontracting all phases of the Work. The undersigned also certifies to be properly licensed by the State as a contractor to perform this type of Work. The undersigned possesses California Contractor's License Number _____, Class _____, which expires on _____.

Bidder's Name: _____

Signature: _____ Title: _____ Date: _____

Signature: _____ Title: _____ Date: _____

CITY OF SOUTH EL MONTE

BID SHEETS FOR

AQUATICS CENTER SWIMMING POOL REPLASTERING PROJECT

Bidder's Name: _____

To the Honorable Mayor and Members of the City Council:

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

BID SCHEDULE					
ITEM NO	DESCRIPTION	QTY	UNIT	UNIT PRICES	EXTENDED AMOUNT
1	Replaster Aquatic Center Swimming Large Main Pool. Work includes: • Prepare plans and any other required documents to obtain Los Angeles Department of Health permit. • Demo and replaster the pool. Install Wet Edge Luna Quartz Polar White, as the new plaster. Includes draining the pool, demo, clean up and haul away debris. • Install 2 ea 18" drain covers. • Install 2 ea new set deep and exit steps. • Save all existing tiles and install 276 LF of 4" tile for new coping. • Install 30 SF 1" white step tile, 60 LF 1" black trim tile, including 20' of 2"x6" black mud cap. • Install 53 LF new break line tile at 4.5' depth – 1" black. • Install 6 ea new 74 LF of 6" race lanes – 1" black. • Install 12 each new 6" wall targets – 1" black. All step, trim, break line, race lanes to be non-skid tile. • Install 230 LF of new scum gutter tile. Product code M6761C 6". • Install 46 LF of new 15" water line tile (Product code M6761C 6"). Includes 32 new depth markers. • Install 16 ea new deck depth marker tiles. • Install 13 ea 18" white tile apron around floor returns. • Install 276 LF of new white safety grip coping. • Install 276 LF of new grey mastic joint. • Adding tile around every drain and tile in the pool steps (including the edges of the sideline adjacent to the steps). • Install 4 ea new J&J Pure White 8" LED light fixture. • Fill the pool and start up the equipment (Water will be provided from facility). • Chemical treatment and water balancing to ensure the plaster cures properly.	1	LS	\$ _____	\$ _____

BID SCHEDULE					
ITEM NO	DESCRIPTION	QTY	UNIT	UNIT PRICES	EXTENDED AMOUNT
	Perform the 14 days of startup service to brush vacuum the pool, conditioner, stain inhibitor, balance chemicals and filter cleaning to ensure the plaster cures properly.				
2	Replaster Aquatic Center Swimming Small Pool . Work includes: - Prepare plans and any other required documents to obtain Los Angeles Department of Health permit. - Demo and replaster the pool. Install Wet Edge Luna Quartz Polar White, as the new plaster. Includes draining the pool, demo, clean up and haul away debris. - Install 6 ea SDX drain covers. - Install 2 ea new set deep and exit steps. - Install 6 ea retro eyeball fittings. - Install 135 LF 1" black trim tile, non-skid. - Install 180 LF of new 15" water line tile (Product code M6761C 6"), includes 8 new depth markers. - Install 8 ea new deck depth marker tiles. - Install 180 LF of new white safety grip coping. - Install 180 LF of new grey mastic joint. - Adding tile around every drain and tile in the pool steps (including the edges of the sideline adjacent to the steps). - Install 4 ea new J&J Pure White 8" LED Light Fixture. - Fill the pool and start up the equipment (Water will be provided from facility). - Chemical treatment and water balancing to ensure the plaster cures properly. - Perform the 14 days of startup service to brush vacuum the pool, conditioner, stain inhibitor, balance chemicals and filter cleaning to ensure the plaster cures properly.	1	LS	\$ _____	\$ _____
TOTAL BID AMOUNT IN DIGITS					\$ _____
TOTAL BID AMOUNT IN WORDS: _____ _____					

In the case of discrepancies in the amount of bid, unit prices shall govern over extended amounts, and words shall govern over figures.

The bid prices shall include any and all costs, including labor, materials, appurtenant expenses, taxes, royalties and any and all other incidental costs to complete the project, in compliance with the Bid and Contract Documents and all applicable codes and standards.

All other work items not specifically listed in the bid schedule, but necessary to complete the work per bid and contract documents and all applicable codes and standards are assumed to be included in the bid prices.

The City reserves the right to add, delete, increase or decrease the amount of any quantity shown and to delete any item from the contract and pay the contractor at the bid unit prices so long as the total amount of change does not exceed 25% (plus or minus) of the total bid amount for the entire project. If the change exceeds 25%, a change order may be negotiated to adjust unit bid prices.

A bid is required for the entire work, that the quantities set forth in the Bid Schedule are to calculate total bid amount, and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed.

Signature: _____ Title: _____ Date: _____

Signature: _____ Title: _____ Date: _____

QUESTIONNAIRE FORM

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

- (1) Bidder's Name: _____
- (2) If the Bidder's name is a fictitious name, who or what is the full name of the registered owner? If the Bidder's name is not a fictitious name, write "N/A" in the response to this question. If you are doing business under a fictitious name, provide a copy of the filed valid Fictitious Business Name Statement.

- (3) Business Address: _____
- (4) Telephone: _____ Facsimile: _____
- (5) Type of Firm – Individual, Partnership, LLC or Corporation: _____
- (6) Corporation organized under the laws of the State of: _____
- (7) California State Contractor's License Number and Class: _____
Original Date Issued: _____ Expiration Date: _____
- (8) DIR Contractor Registration Number: _____
- (9) The Bidder declares that he/she has carefully read and examined the plans, specifications, bid documents, and he/she has made a personal examination of the site (indicate name of the person, representing the bidder, who inspected the site and date below) and that he/she understands the exact scope of the Project WITHOUT QUESTION.

Name of Person who inspected the site: _____
Date of Inspection: _____
- (10) Number of years' experience the company has as a contractor in construction work: _____
- (11) List the names, titles, addresses and telephone numbers of all individuals, firm members, partners, joint venturers, and company or corporate officers having a principal interest in this Bid:

- (12) List all current and prior D.B.A.'s, aliases, and fictitious business names for any principal having interest in this Bid:

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

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

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

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

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

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

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

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

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

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

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

- (19) List the last three (3) projects you have worked on or are currently working on for the City of South El Monte:

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

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

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

Notary Public

Company

Subscribed and sworn to me: _____

Signature: _____

Signature: _____

Title: _____

This ____ day of _____, 20____

Date: _____

Title: _____

Signature: _____

Signature: _____

Title: _____

Date: _____

(SEAL)

REFERENCES FORM

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

Project 1 Name/Number _____

Project Description _____

Approximate Construction Dates From: _____ To: _____

Agency Name: _____

Contact Person: _____ Telephone: _____

Address: _____

Original Contract Amount: \$_____ Final Contract Amount: \$_____

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

Did you or any Subcontractor, file any claims against the Agency?
Circle one: Yes No

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

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

Project 2 Name/Number _____

Project Description _____

Approximate Construction Date From: _____ To: _____

Agency Name: _____

Contact Person: _____ Telephone: _____

Address: _____

Original Contract Amount: \$_____ Final Contract Amount: \$_____

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

Did you or any Subcontractor, file any claims against the Agency?
Circle one: Yes No

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

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

Project 3 Name/Number _____

Project Description _____

Approximate Construction Dates From: _____ To: _____

Agency Name: _____

Contact Person: _____ **Telephone:** _____

Address: _____

Original Contract Amount: \$_____ **Final Contract Amount:** \$_____

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

Did you or any Subcontractor, file any claims against the Agency?
Circle one: Yes No

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

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

Project 4 Name/Number _____

Project Description _____

Approximate Construction Dates From: _____ To: _____

Agency Name: _____

Contact Person: _____ **Telephone:** _____

Address: _____

Original Contract Amount: \$_____ **Final Contract Amount:** \$_____

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

Did you or any Subcontractor, file any claims against the Agency?
Circle one: Yes No

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

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

Project 5 Name/Number _____

Project Description _____

Approximate Construction Dates From: _____ To: _____

Agency Name: _____

Contact Person: _____ **Telephone:** _____

Address: _____

Original Contract Amount: \$_____ **Final Contract Amount:** \$_____

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

Did you or any Subcontractor, file any claims against the Agency?
Circle one: Yes No

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

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

Project 6 Name/Number _____

Project Description _____

Approximate Construction Dates From: _____ To: _____

Agency Name: _____

Contact Person: _____ **Telephone:** _____

Address: _____

Original Contract Amount: \$_____ **Final Contract Amount:** \$_____

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

Did you or any Subcontractor, file any claims against the Agency?
Circle one: Yes No

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

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

RESUME

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

DESIGNATION OF SUBCONTRACTORS [Public Contract Code Section 4104]

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

Name under which Subcontractor is Licensed and Registered	CSLB License Number(s) and Class(es)	DIR Contractor Registration Number	Address and Phone Number	Type of Work (e.g., Electrical)	Percentage of Total Bid (e.g., 10%)*

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

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

INDUSTRIAL SAFETY RECORD FORM

Bidder's Name _____

	Current Year of Record	2022	2021	2020	2019	2018	Total
Number of contracts							
Total dollar amount of contracts (in thousands of dollars)							
Number of fatalities							
Number of lost workday cases							
Number of lost workday cases involving permanent transfer to another job or termination of employment							

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

Signature: _____
 Title: _____
 Date: _____

Signature: _____
 Title: _____
 Date: _____

Bond No. _____

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of South El Monte ("City"), has issued an invitation for Bids for the Work described as follows: _____

WHEREAS _____
(Name and address of Bidder)

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

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

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

(Name and address of Surety)

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

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

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

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

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

Dated: _____

“Principal”

“Surety”

By: _____
Its: _____

By: _____
Its: _____

By: _____
Its: _____

By: _____
Its: _____

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

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

The undersigned declares:

I am the _____ of _____, the party making the foregoing Bid.

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

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

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

Signature: _____ Signature: _____

Printed Name: _____ Printed Name: _____

Date: _____ Date: _____

This form must be notarized.

CHECKLIST FOR EXECUTION OF CONTRACT

TO BE SUBMITTED BY SUCCESSFUL BIDDER:

- _____ Two (2) executed and notarized copies of the Contract
- _____ Payment Bond in amount of the Contract
- _____ Performance Bond in amount of the Contract
- _____ Workers' Compensation Certificate
- _____ Liability insurance certificate in the amounts specified in Article 5.1(a) of the Contract, naming the City as a co-insured
- _____ Automobile insurance certificate in the amount specified in Article 5.1(b) of the Contract, naming the City as a co-insured
- _____ Copy of City business license
- _____ Additional insured endorsement – comprehensive general liability
- _____ Additional insured endorsement – automobile liability
- _____ Additional insured endorsement – excess liability

PUBLIC WORKS AGREEMENT

By and Between

CITY OF SOUTH EL MONTE

and

**PUBLIC WORKS AGREEMENT
BETWEEN THE CITY OF SOUTH EL MONTE AND**

THIS PUBLIC WORKS AGREEMENT (“**Agreement**”) is made and entered into this ____ day of _____, 2023 by and between the CITY OF SOUTH EL MONTE, a municipal corporation (“**City**”) and _____, a _____ (“**Contractor**”). City and Contractor may sometimes be referred to herein as a “Party” or collectively as the “Parties.”

RECITALS

A. City has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the services defined and described particularly in Article 1 of this Agreement.

B. Following submission of the lowest responsible and responsive bid for the performance of the services, Contractor was selected by the City to perform those services.

C. Pursuant to the City of South El Monte Municipal Code, City has authority to enter into and execute this Agreement.

D. The Parties desire to formalize the selection of Contractor for performance of the services and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. WORK OF CONTRACTOR

1.1 Scope of Work.

The Contractor shall perform all of the work, furnish all labor, materials, equipment, tools, utility services, and transportation, and comply with all of the specifications and requirements set forth in the Contract Documents for the project entitled _____ (“**Project**”), in accordance with the terms and conditions of this Agreement, which may be referred to as the “**services**” or “**work**” hereunder. All such work shall be performed in a good and workmanlike manner, as reasonably determined by the City, and shall be performed in strict compliance with the Contract Documents and all local, state, and federal laws and regulations. As used herein, “**Contract Documents**” refers to all of the documents included in the solicitation of bids for the Project and Contractor’s bid proposal(s), including but not limited to, the Notice Inviting Bids, Instructions to Bidders, Bid, Federal Provisions (if any), Applicable Federal Wage Decision (if any), General Provisions, Special Provisions, Appendices, Plans, Drawings, and Addenda, and any other documents included, referenced, or incorporated therein. The Contract Documents are

incorporated into this Agreement. In the event of any conflict or inconsistency between the terms of the Contract Documents and this Agreement, the terms of this Agreement shall govern.

1.2 Incorporation of Greenbook.

The provisions of the Standard Specifications for Public Works Construction (as the same may be updated, amended, or supplemented from time to time, "**Greenbook**") are incorporated herein, except as explicitly modified by the Contract Documents. The applicable version of the Greenbook shall be the version referenced in the Contract Documents, and if no version is referenced in the Contract Documents, the applicable version shall be the most recent version. In the event of any conflict or inconsistency between the provisions of the Greenbook and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Labor and Wage Laws.

(a) Public Work. The Parties acknowledge that the work to be performed under this Agreement is a "public work" as defined in Labor Code Section 1720 and that this Agreement is therefore subject to the requirements of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works contracts and the rules and regulations established by the Department of Industrial Relations ("**DIR**") implementing such statutes. The work performed under this Agreement is subject to compliance monitoring and enforcement by the DIR. Contractor shall post job site notices, as prescribed by state law and DIR regulations.

(b) Registration with DIR. Pursuant to Labor Code Section 1771.1, Contractor and all subcontractors must be registered with, and pay an annual fee to, the DIR prior to and during the performance of any work under this Agreement. Contractor shall notify the City in writing immediately, and in no case more than twenty-four (24) hours, after receiving any information that Contractor's or any of its subcontractors' DIR registration status has been suspended, revoked, expired, or otherwise changed.

(c) Prevailing Wages. Contractor shall pay prevailing wages as required by Labor Code Section 1771. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are on file at City Hall and will be made available to any interested Party on request. By initiating any work under this Agreement, Contractor acknowledges receipt of a copy of the DIR determination of the prevailing rate of per diem wages, and Contractor shall post a copy of the same at each job site where work is performed under this Agreement. If this Agreement is subject to the payment of federal prevailing wages under the Davis-Bacon Act (40 U.S.C. § 3141 *et seq.*), then Contractor shall pay the higher of either the state or federal prevailing wage applicable to each laborer.

(d) Penalty for Failure to Pay Prevailing Wages. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to the City, forfeit two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Contractor or by any subcontractor.

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

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

(g) Eight-Hour Work Day. Contractor acknowledges that eight (8) hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810.

(h) Penalties for Excess Hours. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by employees of Contractor in excess of eight (8) hours per day, and forty (40) hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1½) times the basic rate of pay.

(i) Workers' Compensation. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees if it has employees. In accordance with the provisions of California Labor Code Section 1861, Contractor certifies as follows:

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

(j) Contractor's Responsibility for Subcontractors. For every subcontractor who will perform work under this Agreement, Contractor shall be responsible for such subcontractor's compliance with Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code, and shall make such compliance a requirement in any contract with any subcontractor for work under this Agreement. Contractor shall take all actions necessary to enforce such

contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a review of the certified payroll records of the subcontractor on a periodic basis or upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Contractor shall diligently take corrective action to halt or rectify any such failure by any subcontractor.

1.4 Licenses, Permits, Fees and Assessments.

Contractor shall obtain at its sole cost and expense such licenses, permits, registrations, and approvals as may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.5 Familiarity with Work.

By executing this Agreement, Contractor warrants that Contractor (i) has thoroughly investigated and considered the Scope of Work to be performed, (ii) has carefully considered how the work should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the work under this Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder.

1.6 Discovery of Unknown Conditions.

(a) Pursuant to Public Contract Code Section 7104, Contractor shall promptly, and before the following conditions are disturbed, notify the City, in writing, of any: (i) material Contractor believes may be hazardous waste as defined in Section 25117 of the Health & Safety Code required to be removed to a Class I, II, or III disposal site in accordance with existing law; (ii) subsurface, unknown, or latent physical conditions at the Project site, materially different from those indicated by information about the Project site made available to bidders prior to the deadline for submitting bids on the Project; or (iii) unknown physical conditions at the Project site of any unusual nature, different from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement, that will materially affect the performance of Contractor's services hereunder.

(b) City shall promptly investigate the conditions, and if it finds that the conditions do materially differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, the performance of any part of the work, the City shall issue a change order in accordance with Section 1.11 of this Agreement.

(c) In the event that a dispute arises between City and Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from any scheduled completion date set, but shall proceed with all work to be performed

under this Agreement. Contractor shall retain any and all rights provided either by contract or by law, which pertain to the resolution of disputes and protests between the Parties.

1.7 Unidentified Utilities.

To the extent required by Government Code Section 4215, City will compensate Contractor for the cost of locating, repairing damage not due to the failure of Contractor to exercise reasonable care, and removing or relocating utility facilities not identified by City in the Contract Documents with reasonable accuracy, and for equipment on the Project necessarily idled during such work. Nothing herein shall be deemed to require City to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the Project site can be inferred from the presence of other visible facilities, such as buildings, meters, and junction boxes, on or adjacent to the Project site of the construction; provided, however, nothing herein shall relieve City from identifying main or trunklines in the plans and specifications. If Contractor, while performing the work, discovers utility facilities not identified by City in the plans or specifications, Contractor shall immediately notify City and the utility in writing. This Agreement is subject to Government Code Sections 4126 through 4216.9. Contractor must notify utilities and obtain an identification number before excavation or be subject to liability for damages to subsurface installations.

1.8 Trench Excavation.

Pursuant to Labor Code Section 6705, if this Agreement is for more than \$25,000 and requires the excavation of any trench or trenches five feet or more in depth, Contractor shall submit, in advance of such excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. The plan shall be reviewed and accepted by the City, or a registered civil or structural engineer employed by the City to whom authority has been delegated, prior to the excavation. If the plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer. This Section 1.8 shall not be deemed to allow the use of a shoring, sloping, or protective system less effective than that required by the Construction Safety Orders (set forth in the California Code of Regulations, Title 8, Subchapter 4). This Section 1.8 shall not be construed to impose tort liability on the City or any of its employees. Full compensation for sheeting, shoring, bracing, sloping, and all other provisions required for worker protection shall be considered as included in the contract price shown in the appropriate Bid item in the Contract Documents, and no additional compensation will be allowed therefor.

1.9 Protection and Care of Work and Materials.

The Contractor shall adopt reasonable methods, including providing and maintaining storage facilities, during the life of this Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as caused by City's own negligence. Stored materials shall be reasonably accessible for inspection. Contractor shall not, without City's consent, assign, sell, mortgage, hypothecate, or remove equipment or materials which have been installed or delivered and which may be necessary for the completion of the work.

1.10 Warranty.

Contractor warrants all work under this Agreement (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed or corrected and any non-conforming construction or materials incorporated into the work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in this Agreement, or the Contract Documents, or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the work, whichever is later) after the date of final acceptance of the Project by the City, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the work or non-conformance of the work to the requirements under this Agreement, commence and prosecute with due diligence all work necessary to fulfill the terms of the warranty at its sole cost and expense. Notwithstanding the foregoing, Contractor shall act as soon as requested by the City in response to any emergency condition or situation. In addition, Contractor shall, at its sole cost and expense, repair, remove and replace any portions of the work (or work of its subcontractors) damaged by its defective work or which becomes damaged in the course of repairing or replacing defective work. For any work so corrected, Contractor's obligation hereunder to correct defective work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected work. Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of this Agreement. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers, and manufacturers with respect to any portion of the work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Agreement or the Contract Documents, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming work or materials at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand.

1.11 Additional Work and Change Orders.

Change orders shall be processed as provided in the Greenbook, as may be amended by the Contract Documents.

1.12 Grant Fund Requirements.

(a) Federal Funds; Uniform Requirements. If the Project is funded in whole or in part by federal funds, as indicated in Contract Documents, City and Contractor shall comply with all applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200) ("**Uniform Requirements**"), which are incorporated herein by reference. In the event of any inconsistency between the applicable Uniform Requirements and the other provisions of the Agreement, the applicable Uniform Requirements shall prevail.

(b) Grant Requirements. In the Project is funded in whole or in part by any grant funds, as indicated in the Contract Documents, City and Contractor shall comply with all requirements and conditions of the grant(s), which are incorporated herein by this reference.

1.13 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the “Special Requirements,” attached hereto as Exhibit B and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit B and any other provisions of this Agreement, the provisions of Exhibit B shall govern.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Contractor the amounts set forth in Contractor’s Bid, attached hereto as Exhibit A and incorporated herein by this reference. Subject to any additions or deductions that may be made by change order or amendment, and any penalties or damages that may be assessed against Contractor, Contractor shall receive total compensation, including reimbursement of Contractor’s expenses, of _____ Dollars (\$_____) (“**Contract Sum**”) for completion of the work. The Contract Sum shall constitute full compensation for furnishing all materials and for doing all the work contemplated and embraced in this Agreement; and also for all loss or damage arising out of the nature of the work, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the City, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Contract Documents and this Agreement. The Contract Sum shall be made in the form of progress payments and a final payment as provided in this Section 2 and the Contract Documents, unless the Bid or Contract Documents explicitly provide for a lump sum payment.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Project Manager in advance, or actual subcontractor expenses of an approved subcontractor pursuant to Section 4.5, and only if specified in Exhibit A. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Contractor is required to attend additional meetings to facilitate such coordination, Contractor shall not be entitled to any additional compensation for attending said meetings.

2.2 Invoices.

Each month Contractor shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City’s Finance Director. By submitting an invoice for payment under this Agreement, Contractor is certifying compliance with all provisions of this Agreement.

All invoices shall include a copy of Contractor's Certified Payroll and proof that Certified Payroll has been submitted to the DIR. Contractor shall also submit a list of the prevailing wage rates (including federal prevailing wage rates, if applicable) for all employees and subcontractors providing services under this Agreement, as applicable, with Contractor's first invoice. If these rates change at any time during the term of this Agreement, Contractor shall submit a new list of rates to the City with its first invoice following the effective date of the rate change.

2.3 Payment.

City shall, as soon as practicable, independently review each invoice submitted by the Contractor to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Contractor which are disputed by City, City will cause Contractor to be paid within thirty (30) days of receipt of Contractor's correct and undisputed invoice; however, Contractor acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event that City does not cause Contractor to be paid within thirty (30) days of receipt of an undisputed and properly submitted invoice, Contractor shall be entitled to the payment of interest to the extent allowed under Public Contract Code Section 20104.50. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Contractor, not later than seven (7) days after receipt by the City, for correction and resubmission. Returned invoices shall be accompanied by a document setting forth in writing the reasons why the payment request was rejected. Review and payment by the City of any invoice provided by the Contractor shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.4 Retention; Substitution of Securities.

City will deduct a five percent (5%) retention from all progress payments. In accordance with Public Contract Code Section 22300, which is hereby incorporated into this Agreement, City shall permit the substitution of securities for any moneys withheld by City to ensure performance under this Agreement. The retention held by the City shall be released within sixty (60) days after the date of completion of the work and the Project, as required by Government Code Section 7107. In the event of a dispute between City and Contractor, City may withhold from the final payment an amount not to exceed one hundred fifty percent (150%) of the disputed amount.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Schedule of Performance.

Contractor shall begin work within five (5) calendar days after receiving a Notice to Proceed from the City and the work shall be completed within _____ () consecutive working days from the date on which Contractor received the Notice to Proceed, or otherwise in accordance with any schedule contained in or required to be provided by the Contract Documents, and any revisions thereof approved by the City in writing. Time is of the essence. If the work is not completed within said time period, liquidated damages shall apply as set forth below.

3.2 Force Majeure.

The time period(s) for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Contractor shall within ten (10) days of the commencement of such delay notify the Project Manager in writing of the causes of the delay. The Project Manager shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Project Manager such delay is justified. The Project Manager's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of this Agreement pursuant to this Section.

3.3 Liquidated Damages.

Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the City the sum of _____ Dollars (\$_____) as liquidated damages for each working day of delay in the performance of any service required hereunder. The City may withhold any accrued liquidated damages from any monies payable on account of services performed by the Contractor. To the extent required by Government Code Section 4215, Contractor shall not be assessed liquidated damages for delay in completion of the work when such delay was caused by the failure of the City or owner of the utility to provide for removal or relocation of utility facilities.

3.4 Inspection and Final Acceptance.

City may inspect and accept or reject any of Contractor's work under this Agreement, either during performance or when completed. If City finds that Contractor's work does not meet the requirements and standards provided in the Bid Document, Contractor shall remedy any defects in the work at Contractor's sole expense following notice by the City. City shall accept work by a timely written acceptance, otherwise work shall be deemed to have been rejected. City's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as to amount to fraud. Acceptance of any work by City shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to, Articles 1 and 5, pertaining to warranty and indemnification and insurance, respectively.

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Contractor.

The following principals of Contractor ("Principals") are hereby designated as being the principals and representatives of Contractor authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

_____ (Name)	_____ (Title)
_____ (Name)	_____ (Title)

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing Principals were a substantial inducement for City to enter into this Agreement. Therefore, the Principals shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. All personnel of Contractor, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the Principals may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of City. Additionally, Contractor shall make every reasonable effort to maintain the stability and continuity of Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Contractor shall notify City of any changes in Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

4.2 Status of Contractor.

Contractor shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Contractor shall not at any time or in any manner represent that Contractor or any of Contractor's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Contractor, nor any of Contractor's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Contractor expressly waives any claim Contractor may have to any such rights.

4.3 Project Manager.

The "**Project Manager**" for the City shall be _____ or any other person as may be designated by the Project Manager. It shall be the Contractor's responsibility to assure that the Project Manager is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions which must be made by City to the Project Manager. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Project Manager. The Project Manager shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Contractor.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Contractor, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in, or authority over, the selection, discharge, supervision or control of Contractor's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Contractor shall perform all services required

herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venturer or a member of any joint enterprise with Contractor.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Contractor, its Principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. All subcontractors shall obtain, at its or Contractor's expense, such licenses, permits, registrations and approvals (including from the City) as may be required by law for the performance of any services or work under this Agreement. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of City.

ARTICLE 5. INSURANCE, INDEMNIFICATION AND BONDS

5.1 Insurance Coverages.

Without limiting Contractor's indemnification obligation to the City (as set forth below), and prior to commencement of any services under this Agreement, Contractor shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City.

(a) General liability insurance. Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$2,000,000 per occurrence, \$4,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(b) Automobile liability insurance. Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with Services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

(c) Professional liability (errors & omissions) insurance. Contractor shall maintain professional liability insurance that covers the Services to be performed in connection with

this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Contractor agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

(d) Workers' compensation insurance. Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).

(e) Builder's Risk Insurance. Contractor shall maintain Builder's Risk (Course of Construction) insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the Project and no coinsurance penalty provisions or provisional limit provisions. The policy must include: (1) coverage for any ensuing loss from faulty workmanship, nonconforming work, omission or deficiency in design or specifications; (2) coverage against machinery accidents and operational testing; (3) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures and all other properties constituting a part of the Project; (4) ordinance or law coverage for contingent rebuilding, demolition, and increased costs of construction; (5) transit coverage (unless insured by the supplier or receiving contractor), with sub-limits sufficient to insure the full replacement value of any key equipment item; (6) ocean marine cargo coverage insuring any Project materials or supplies, if applicable; (7) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the Project site or any staging area.

(f) Pollution Liability Insurance. Contractor shall maintain Environmental Impairment Liability insurance, written on a Contractor's Pollution Liability form or other form acceptable to City providing coverage for liability arising out of sudden, accidental, and gradual pollution and remediation. The policy limit shall be no less than \$1,000,000 per claim and in the aggregate. All activities contemplated in this Agreement shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the Project site to the final disposal location, including non-owned disposal sites.

(g) Umbrella or excess liability insurance. Contractor shall obtain and maintain an umbrella liability insurance policy with limits that will provide bodily injury, personal injury, and property damage liability coverage, including commercial general liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:

- A drop-down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason, other than bankruptcy or insolvency of said primary insurer;
- "Pay on behalf of" wording as opposed to "reimbursement";
- Concurrence of effective dates with primary policies.

Should Contractor obtain and maintain an excess liability policy, such policy shall be excess over commercial general liability, automobile liability, and employer's liability policies. Such policy or policies shall include wording that the excess liability policy follows the terms and conditions of the underlying policies.

5.2 General Insurance Requirements.

(a) Subcontractors. Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.

(b) Proof of Insurance. Contractor shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

(c) Duration of Coverage. Contractor shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the services hereunder by Contractor, its agents, representatives, employees or subcontractors.

(d) Primary/noncontributing. Coverage provided by Contractor shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

(e) City's Rights of Enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary, and any premium paid by City will be promptly reimbursed by Contractor or City will withhold amounts sufficient to pay the premium from any payments due to the Contractor. In the alternative, City may cancel this Agreement.

(f) Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

(g) Enforcement of Contract Provisions (non-estoppel). Contractor acknowledges and agrees that any actual or alleged failure on the part of the City to inform Contractor of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

(h) Requirements Not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference

to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any Party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

(i) Notice of Cancellation. Contractor agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

(j) Additional Insured Status. General liability policies shall provide or be endorsed to provide that City and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

(k) Prohibition of Undisclosed Coverage Limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

(l) Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

(m) Pass Through Clause. Contractor agrees to ensure that its subconsultants, subcontractors, and any other Party involved with the Project who is brought onto or involved in the Project by Contractor, provide the same minimum insurance coverage and endorsements required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Section. Contractor agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the Project will be submitted to City for review.

(n) Agency's Right to Revise Specifications. The City reserves the right at any time during the term of this Agreement to change the amounts and types of insurance required by giving the Contractor ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Contractor, the City and Contractor may renegotiate Contractor's compensation.

(o) Self-Insured Retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by City.

(p) Timely Notice of Claims. Contractor shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(q) Additional Insurance. Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

5.3 Indemnification.

Contractor shall indemnify, defend with legal counsel approved by City, and hold harmless City, its officers, officials, employees, agents, representatives, and volunteers (collectively, “**Indemnitees**”) from and against all liability, loss, damage, expense, cost (including, without limitation, reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Contractor’s (or its employees’, officers’, agents’, or subcontractor’s) performance of the work hereunder or its failure to comply with any of its obligations contained in this Agreement, including any injuries to or death of any person (including, but not limited to, workers and the public), or damage to property resulting from the construction of the work or by or in consequence of any negligence regarding the work, use of improper materials or equipment in construction of the work, negligence or refusal of Contractor to faithfully perform the work and all of Contractor’s obligations under this Agreement, or by or on account of any act or omission by the Contractor (or its employees /agents) or its subcontractors (or their employees / agents) during the progress of the work or at any time before the completion and final acceptance of the Project by the City, except with respect to any loss or damage which is caused by the sole or active negligence or willful misconduct of the City as determined by a court of competent jurisdiction. Should conflict of interest principles preclude a single legal counsel from representing both City and Contractor, or should City otherwise find Contractor’s legal counsel unacceptable, then Contractor shall reimburse the City its costs of defense, including, without limitation, reasonable attorneys’ fees, expert fees and all other costs and fees of litigation. Contractor shall promptly pay any final judgment rendered against the City (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the Contractor’s negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination or expiration of this Agreement.

Contractor’s obligations under this Section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by the City or any Indemnitees. In instances where City or its Indemnitees is shown to have been actively negligent and where City’s active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of the City.

5.4 Notification of Third-Party Claims.

City shall timely notify Contractor of the receipt of any third-Party claim relating to the work under this Agreement. City shall be entitled to recover from Contractor its reasonable costs incurred in providing such notification.

5.5 Performance and Labor Bonds.

Concurrently with execution of this Agreement Contractor shall deliver to the City, the following in the form required under the Contract Documents or otherwise by the City Clerk:

(a) A performance bond in the amount of the Contract Sum of this Agreement, which secures the faithful performance of this Agreement (“**Performance Bond**”).

(b) A labor and materials bond in the amount of the Contract Sum of this Agreement, which secures the payment of all persons furnishing labor and/or materials in connection with the work under this Agreement (“**Payment Bond**”).

(c) A warranty bond, guaranteeing the Contractor’s warranty under Section 1.11 of this Agreement, in an amount not less than ____% of the Contract Sum.

The bonds shall contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his/her power of attorney. The bonds shall be unconditional and remain in force during the entire term of this Agreement.

City shall release the Performance Bond and Payment Bond when the following have occurred: (a) Contractor has made a written request for release and provided evidence of satisfaction of all other requirements under Article 5 of this Agreement, (b) the work for the Project has been finally accepted by the City, and (c) after passage of the time within which lien claims are required to be made pursuant to applicable laws; if lien claims have been timely filed, City shall hold the Payment Bond until such claims have been resolved, Contractor has provided statutory bond, or otherwise as required by applicable law.

5.6 Sufficiency of Insurer or Surety.

Insurance and bonds required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated “A” or better in the most recent edition of Best’s Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City (“**Risk Manager**”) due to unique circumstances. If this Agreement continues for more than 3 years duration, or in the event the Risk Manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies and the performance bond required under Article 5 of this Agreement may be changed accordingly upon receipt of written notice from the Risk Manager.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Contractor shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies, certified and accurate copies of payroll records in compliance with all applicable laws, or other documents relating to the disbursements charged to City and services performed hereunder (the “**books and records**”), as shall be necessary to perform

the services required by this Agreement and enable the Project Manager to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Project Manager shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of 3 years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Contractor's business, custody of the books and records may be given to City, and access shall be provided by Contractor's successor in interest. Notwithstanding the above, the Contractor shall fully cooperate with the City in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

6.2 Reports.

Contractor shall periodically prepare and submit to the Project Manager such reports concerning the performance of the services required by this Agreement as the Project Manager shall require. Contractor hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Contractor is providing design services, the cost of the project being designed, Contractor shall promptly notify the Project Manager of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "**documents and materials**") prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Project Manager or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Contractor will be at the City's sole risk and without liability to Contractor, and Contractor's guarantee and warranties shall not extend to such use, reuse or assignment. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom. Moreover, Contractor with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

6.4 Confidentiality and Release of Information.

(a) Information gained or work product produced by Contractor in its performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Contractor. Contractor shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Project Manager.

(b) Contractor, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Project Manager or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Contractor gives City notice of such court order or subpoena.

(c) If Contractor, or any officer, employee, agent or subcontractor of Contractor, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Contractor for any damages, costs and fees, including attorneys' fees, caused by or incurred as a result of Contractor's conduct.

(d) Contractor shall promptly notify City should Contractor, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any Party regarding this Agreement and the work performed with respect to the Project. City retains the right, but has no obligation, to represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the Parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

7.2 Termination.

This Agreement may be terminated in accordance with the provisions of the Greenbook, as may be amended by the Contract Documents.

7.3 Dispute Resolution Process.

(a) Section 20104 *et seq.* of the California Public Contract Code prescribes a process utilizing informal conferences, non-binding judicial-supervised mediation, and judicial arbitration to resolve disputes on construction claims of \$375,000 or less. Additionally, Section 9204 of the Public Contract Code prescribes a process for negotiation and mediation to resolve disputes on construction claims. The intent of this Section is to implement Sections 20104 *et seq.* and Section 9204 of the California Public Contract Code. This Section shall be construed to be consistent with said statutes.

(b) For purposes of these procedures, “claim” means a separate demand by the Contractor, after the City has denied Contractor’s timely and duly made request for payment for extra work and/or a time extension, for (A) a time extension, (B) payment of money or damages arising from work done by or on behalf of the Contractor pursuant to this Agreement and payment of which is not otherwise expressly provided for or the Contractor is not otherwise entitled to, or (C) an amount the payment of which is disputed by the City.

(c) The following requirements apply to all claims to which this Section applies:

i. Claim Submittal. The claim shall be in writing and include the documents necessary to substantiate the claim. Claims governed by this procedure must be filed on or before the date of final payment. Nothing in this Section is intended to extend the time limit or supersede notice requirements otherwise provided in this Agreement for the filing of claims, including all requirements pertaining to compensation or payment for extra work, disputed work, and/or changed conditions. Failure to follow such contractual requirements shall bar any claims or subsequent lawsuits for compensation or payment thereon.

ii. Supporting Documentation. The Contractor shall submit all claims in the following format:

iii. Summary of the claim, including references to the specific Bid Document provisions or provisions under this Agreement upon which the claim is based.

iv. List of documents relating to claim: (a) Specifications, (b) Drawings, (c) Clarifications (Requests for Information), (d) Schedules, and (e) Other.

v. Chronology of events and correspondence related to the claim.

vi. Statement of grounds for the claim.

vii. Analysis of the claim’s cost, if any.

viii. Analysis of the claim’s time/schedule impact, if any.

(d) City’s Response. Upon receipt of a claim pursuant to this Section, City shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the Contractor a written statement identifying what portion of the claim is disputed and what portion

is undisputed. Any payment due on an undisputed portion of the claim will be processed and made within 60 days after the City issues its written statement.

i. If the City needs approval from the City Council to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the claim, and the City Council does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the City shall have up to three days following the next duly publicly noticed meeting of the City Council after the 45-day period, or extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.

ii. Within 30 days of receipt of a claim, the City may request in writing additional documentation supporting the claim or relating to defenses or claims the City may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of City and the Contractor.

iii. The City's written response to the claim, as further documented, shall be submitted to the Contractor within 30 days (if the claim is less than \$50,000, within 15 days) after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.

(e) Meet and Confer. If the Contractor disputes the City's written response, or the City fails to respond within the time prescribed, the Contractor may so notify the City, in writing, either within 15 days of receipt of the City's response or within 15 days of the City's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, the City shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(f) Mediation. Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the City shall provide the Contractor a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the City issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the City and the Contractor sharing the associated costs equally. The City and Contractor shall mutually agree to a mediator within ten (10) business days after the disputed portion of the claim has been identified in writing, unless the Parties agree to select a mediator at a later time.

i. If the Parties cannot agree upon a mediator, each Party shall select a mediator and those mediators shall select a qualified neutral third Party to mediate with regard to the disputed portion of the claim. Each Party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.

ii. For purposes of this Section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third Party or board assists the Parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this Section.

iii. Unless otherwise agreed to by the City and the Contractor in writing, the mediation conducted pursuant to this Section shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has been commenced.

iv. All unresolved claims shall be considered jointly in a single mediation, unless a new unrelated claim arises after mediation is completed.

(g) City's Responses. The City's failure to respond to a claim from the Contractor within the time periods described in this Section or to otherwise meet the time requirements of this Section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the City's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this Section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility of qualifications of the Contractor. City's failure to respond shall not waive City's rights to any subsequent procedures for the resolution of disputed claims.

(h) Government Code Claims. If following the mediation, the claim or any portion remains in dispute, the Contractor must comply with the claim procedures set forth in Government Code Section 900 *et seq.* prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, construction claims, and/or changed conditions, including any required mediation, have been followed by Contractor. If no such Government Code claim is submitted, or if the prerequisite contractual requirements are not satisfied, no action against the City may be filed. A Government Code claim must be filed no earlier than the date that Contractor completes all contractual prerequisites to filing a Government Code claim, including any required mediation. A Government Code claim shall be inclusive of all unresolved claims unless a new unrelated claim arises after the Government Code claim is submitted. For purposes of Government Code Section 900 *et seq.*, the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits his or her written claim to the City until the time the claim is denied, including any period of time utilized by the meet and confer conference or mediation that does not result in a complete resolution of all claims.

(i) Civil Actions for Claims of \$375,000 or Less. The following procedures are established for all civil actions filed to resolve claims totaling \$375,000 or less:

i. Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both Parties or unless mediation was held prior to commencement of the action in accordance with Public Contract Code Section 9204 and the procedures in this Section. The mediation process shall provide for the selection within 15 days by both Parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.

ii. If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act of

1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

iii. Upon stipulation of the Parties, arbitrators appointed for these purposes shall be experienced in construction law, and, upon stipulation of the Parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the Parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division.

iv. In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any Party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the reasonable attorneys' fees of the other Party arising out of the trial de novo.

7.4 Waiver.

Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Contractor shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

7.6 Unfair Business Practices Claims.

Pursuant to Public Contract Code Section 7103.5, in entering into this Agreement, Contractor offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2, (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials related to this Agreement. This assignment shall be made and become effective at the time the City tenders final payment to the Contractor without further acknowledgment by the Parties.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

No officer or employee of the City shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

Contractor covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Contractor's performance of services under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Project Manager. Contractor agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to this Agreement which effects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. The Contractor warrants that it has not paid or given and will not pay or give any third Party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination.

Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class in the performance of this Agreement. Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class.

8.4 Unauthorized Aliens.

Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C. § 1101 *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Contractor hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Provisions Required By Law.

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either Party, this Agreement shall forthwith be amended to make such insertion or correction.

9.2 Notices.

Any notice, demand, request, document, consent, approval, or communication either Party desires or is required to give to the other Party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Project Manager (with her/his name and City title), City of South El Monte, 1415 Santa Anita Ave., South El Monte California 91733, and in the case of the Contractor, to the person at the address designated on the execution page of this Agreement. Either Party may change its address by notifying the other Party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section. All correspondence relating to this Agreement shall be serialized consecutively.

9.3 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either Party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.4 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

9.5 Integration; Amendment.

This Agreement, together with the documents incorporated herein (including the Greenbook and the Contract Documents) and the exhibits attached hereto constitutes the entire, complete and exclusive expression of the understanding of the Parties with respect to the subject matter hereof. It is understood that there are no oral agreements between the Parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the Parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Contractor and by the City Council. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.6 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either Party of the basic benefit of their bargain or renders this Agreement meaningless.

9.7 Warranty & Representation of Non-Collusion.

No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "noninterests" pursuant to Government Code Sections 1091 or 1091.5. Contractor warrants and represents that it has not paid or given, and will not pay or give, to any third Party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Contractor further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third Party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Contractor is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

9.8 Corporate Authority.

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said Party, (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other agreement to which said Party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF SOUTH EL MONTE, a municipal corporation

Gloria Olmos, Mayor

ATTEST:

Donna G. Schwartz, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

Anthony R. Taylor, City Attorney

CONTRACTOR:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Address: _____

Two corporate officer signatures required when Contractor is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONTRACTOR'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONTRACTOR'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2022 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
☐ INDIVIDUAL ☐ CORPORATE OFFICER TITLE(S)	TITLE OR TYPE OF DOCUMENT
☐ PARTNER(S) ☐ LIMITED ☐ GENERAL	NUMBER OF PAGES
☐ ATTORNEY-IN-FACT ☐ TRUSTEE(S) ☐ GUARDIAN/CONSERVATOR ☐ OTHER _____ 	DATE OF DOCUMENT

SIGNER IS REPRESENTING:

(NAME OF PERSON(S) OR ENTITY(IES))

SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2022 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
☐ INDIVIDUAL ☐ CORPORATE OFFICER TITLE(S)	TITLE OR TYPE OF DOCUMENT
☐ PARTNER(S) ☐ LIMITED ☐ GENERAL	NUMBER OF PAGES
☐ ATTORNEY-IN-FACT ☐ TRUSTEE(S) ☐ GUARDIAN/CONSERVATOR ☐ OTHER _____ 	DATE OF DOCUMENT

SIGNER IS REPRESENTING:

(NAME OF PERSON(S) OR ENTITY(IES))

SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT A
CONTRACTOR'S BID
[ATTACH]

EXHIBIT B

SPECIAL REQUIREMENTS

(Superseding and/or Additional Terms)

The Agreement is amended as provided herein. Deleted text is indicated in ~~striketrough~~ and added text in ***bold italics***.

PERFORMANCE BOND

WHEREAS, the CITY OF SOUTH EL MONTE, (“City”), has awarded to _____, as Contractor (“Principal”), a Contract for the work entitled and described as follows: _____;

WHEREAS, the Contractor is required under the terms of said Contract to furnish a bond for the faithful performance of the Contract;

NOW, THEREFORE, we the undersigned Contractor and Surety, are held and firmly bound unto the City in the sum of _____ (\$_____), this amount being not less than one hundred percent (100%) of the total Contract price, lawful money of the United States of America, for payment of which sum well and truly be made we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. In case suit is brought upon this bond, the Surety will pay a reasonable attorney’s fee to the City in an amount to be fixed by the court.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bound Contractor, or its heirs, executors, administrators, successors, or assigns, shall in all things stand and abide by, well and truly keep and perform all undertakings, terms, covenants, conditions, and agreements in the said Contract and any alteration thereof, made as therein provided, all within the time and in the manner designated and in all respects according to their true intent and meaning, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

FURTHER, the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or modification of the Contract Documents or of the work to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of such change, extension of time, alteration, or modification of the Contract Documents or of the work to be performed thereunder.

Executed on _____ 20__.

PRINCIPAL

(Seal if Corporation)

By _____

Title _____

(Attach Acknowledgment of Authorized Representative of Principal)

Any claims under this bond may be addressed to:

_____ (name and address of Surety)

_____ (name and address of Surety's agent for service of
process in California, if different from above)

_____ (telephone number of Surety's agent in California)

(Attach Acknowledgment)

SURETY

By _____
(Attorney-in-Fact)

APPROVED:

(Attorney for CITY)

NOTICE:

No substitution or revision to this bond form will be accepted. Sureties must be authorized to do business in and have an agent for service of process in California. Certified copy of Power of Attorney must be attached.

PAYMENT BOND

(Labor and Material Bond)

WHEREAS, the CITY OF SOUTH EL MONTE, ("City"), has awarded to _____, as Contractor ("Principal"), a Contract for the work entitled and described as follows: _____;

WHEREAS, said Contractor is required to furnish a bond in conjunction with said Contract, to secure the payment of claims of laborers, mechanics, material men, and other persons as provided by law;

NOW, THEREFORE, we the undersigned Contractor and Surety, are held and firmly bound unto the City in the sum of _____ (\$ _____), this amount being not less than one hundred percent (100%) of the total Contract price, lawful money of the United States of America, for payment of which sum well and truly be made we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. In case suit is brought upon this bond, the Surety will pay a reasonable attorney's fee to the City in an amount to be fixed by the court.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if said Contractor, its heirs, executors, administrators, successors, assigns, or subcontractor fails to pay: (1) for any work, materials, services, provisions, provender, or other supplies, or for the use of implements of machinery, used in, upon, for, or about the performance of the work to be done, or for any work or labor thereon of any kind; (2) for work performed by any of the persons named in Civil Code Section 9100; (3) for any amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract; and/or (4) for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and/or its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, then the Surety herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 9100 so as to give a right of action to such persons or their assigns in any suit brought upon the bond. Moreover, if the City or any entity or person entitled to file stop payment notices is required to engage the services of an attorney in connection with the enforcement of this bond, each shall be liable for the reasonable attorney's fees incurred, with or without suit, in addition to the above sum.

Said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or modification of the Contract Documents or of the work to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of such change, extension of time, alteration, or modification of the Contract Documents or of the work to be performed thereunder.

Executed on _____, 20____.

PRINCIPAL

(Seal if Corporation)

By_____

Title_____

(Attach Acknowledgment of Authorized Representative of Principal)

Any claims under this bond may be addressed to:

_____ (name and address of Surety)

_____ (name and address of Surety's agent for service
of process in California, if different from above)

_____ (telephone number of Surety's agent in California)

(Attach Acknowledgment)

SURETY

By_____
(Attorney-in-Fact)

APPROVED:

(Attorney for CITY)

NOTICE:

No substitution or revision to this bond form will be accepted. Sureties must be authorized to do business in and have an agent for service of process in California. Certified copy of Power of Attorney must be attached.

WORKERS COMPENSATION INSURANCE CERTIFICATE

Description of Contract: **City of South El Monte**
Project: _____

Type of Insurance: Workers' Compensation and
Employers' Liability Insurance

THIS IS TO CERTIFY that the following policy has been issued by the below-stated company in conformance with the requirements of Article 5 of the Contract and is in force at this time, and is in a form approved by the Insurance Commissioner.

The Company will give at least 30 days' written notice to the City and Engineer/Architect prior to any cancellation of said policy.

<u>POLICY NUMBER</u>	<u>EXPIRATION DATE</u>	<u>LIMITS OF LIABILITY</u>
		Workers' Compensation: Statutory Limits Under the Laws of the State of California
		Employers' Liability:
		\$ _____ Each Accident
		\$ _____ Disease - Policy Limit
		\$ _____ Disease - Each Employee
Named Insured (Contractor)		Insurance Company
Street Number		Street Number
City and State		City and State
		By _____ (Company Representative)

(SEE NOTICE ON NEXT PAGE)

Insurance Company Agent for Service
of Process in California:

Name

Agency

Street Number

City and State

Telephone Number

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the policy listed herein.

This is to certify that the policy has been issued to the named insured for the policy period indicated, notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions of such policy.

NOTICE:

No substitution or revision to the above certificate form will be accepted. If the insurance called for is provided by more than one insurance company, a separate certificate in the exact above form shall be provided for each insurance company.

ADDITIONAL INSURED ENDORSEMENT **COMPREHENSIVE GENERAL LIABILITY**

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

Name and address of Insurance Company ("Company")

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

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

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

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

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

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

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

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

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

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

9. This endorsement and all notices given hereunder shall be sent to Public Agency at:
City Manager, City of South El Monte, 1415 Santa Anita Ave., South El Monte, California 91733.

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

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

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

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

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

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

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

(signatures on following page)

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

Executed _____, 20 _____

Signature of Authorized Representative

Telephone No.: (_____) _____

(*Original signature only; no facsimile signature or initialed signature accepted*)

ADDITIONAL INSURED ENDORSEMENT AUTOMOBILE LIABILITY

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

Name and address of Insurance Company ("Company")

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

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

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

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

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

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

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

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

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

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

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

City Manager
City of South El Monte
1415 Santa Anita Avenue
South El Monte, California 91733

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

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

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

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

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

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

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

(signatures on following page)

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

Executed _____, 20____

Signature of Authorized Representative

Telephone No.: (_____) _____
(*Original signature only; no facsimile signature or initialed signature accepted*)

ADDITIONAL INSURED ENDORSEMENT EXCESS LIABILITY

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

Name and address of Insurance Company ("Company")

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

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

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

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

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

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

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

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

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

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

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

City Manager
City of South El Monte
1415 Santa Anita Avenue
South El Monte, California 91733

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

TYPE OF COVERAGES TO WHICH
THIS ENDORSEMENT ATTACHES

POLICY PERIOD
FROM/TO

LIMITS OF
LIABILITY

- ☐ Following Form
☐ Umbrella Liability
☐ _____

11. Applicable underlying coverages:

INSURANCE COMPANY

POLICY NO.

AMOUNT

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

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

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

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

(signatures on following page)

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

Executed _____, 20____

Signature of Authorized Representative

(Original signature only; no facsimile signature or initialed signature accepted)

Telephone No.: (_____) _____

GENERAL PROVISIONS

SECTION 0. GENERAL PROVISIONS DEFINED

0-1 STANDARD SPECIFICATIONS

The 2021 edition of "Standard Specifications for Public Works Construction" ("Standard Specifications"), as amended by the Contract Documents, is incorporated into the Contract Documents by this reference. The Work described herein shall be done in accordance with the provisions of the Standard Specifications, as amended by the Contract Documents.

All work shall be done in accordance with the State of California 2018 Standard Specifications and 2018 Standard Plans; Standard Specifications for Public Works Construction, "GREENBOOK", Standard Plans for Public Works "SPPWC" Latest Edition; Special Provisions, and these General Provisions.

0-2 NUMBERING OF SECTIONS

The number of sections and subsections in these General Provisions are compatible with the numbering in the Standard Specifications.

0-3 SUPPLEMENTATION OF STANDARD SPECIFICATIONS

The Sections that follow supplement, but do not replace, the corresponding provisions in Part 1 (General Provisions) of the Standard Specifications, except as otherwise indicated herein. In the event of any conflict between the Standard Specifications and these General Provisions, these General Provisions shall control.

SECTION 1. GENERAL, TERMS, DEFINITIONS, ABBREVIATIONS, UNITS OF MEASURE, AND SYMBOLS

1-2 TERMS AND DEFINITIONS

Whenever in the Standard Specifications or in the Contract Documents the following terms are used, they shall be understood to mean the following:

Agency – The City of South El Monte.

Board – The City Council of the City of South El Monte.

Contract Documents – As defined in Standard Specifications Section 1-2, but also including these General Provisions.

Engineer – The City Engineer, acting either directly or through properly authorized agents. Such agents shall act within the scope of the particular duties entrusted to them.

Inspector – An authorized representative of the City, assigned by the City to make inspections of Work performed by or materials supplied by the Contractor.

Laboratory – A laboratory authorized by the City to test materials and Work involved in the Contract.

Notice of Completion – The notice authorized by Civil Code Section 9204.

Project – See Work.

Submittal – Any drawing, calculation, specification, product data, samples, manuals, requests for substitutes, spare parts, photographs, survey data, traffic control plans, record drawings, Bonds or similar items required to be submitted to the City under the terms of the Contract.

1-3.3 Institutions

The institutions listed in Section 1-3.3 of Part 1 of the Standard Specifications shall be supplemented by the list below:

<u>Abbreviation</u>	<u>Word or Words</u>
AAN	American Association of Nurserymen
AGCA	Associated General Contractors of America
APWA	American Public Works Association
CRSI	Concrete Reinforcing Steel Institute
CSI.....	Construction Specifications Institute
NEC	National Electric Code
NFPA.....	National Fire Protection Association
SSS	State of California Standard Specifications, Latest edition, Department of Transportation
SSP	State of California Standard Plans, Latest edition, Department of Transportation

1-7.2 CONTRACT BONDS

The Faithful Performance Bond shall remain in force until the date of recordation of the Notice of Completion and the end of all warranty periods set forth in the Contract Documents. The Material and Labor Bond shall remain in force until expiration of the time within which the California Labor Commissioner may serve a civil wage and penalty assessment against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1741, and until the expiration of the time within which a joint labor management committee may commence an action against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1771.2.

All Bonds must be submitted using the required forms, which are in the Contract Documents, or on any other form approved by the City Attorney.

SECTION 2. SCOPE OF THE WORK

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

2.2 PERMITS

Before starting any construction work, the Contractor will be required to obtain all necessary permits from the City, which may include obtaining a no fee encroachment permit for Work within the public right-of-way, as well as all other permits required from all other agencies. Should this Project require construction of trenches or excavations which are five (5) feet or deeper and into which a person is required to descend, the Contractor shall obtain a Cal/OSHA permit and furnish the City with a copy before Work can commence on this Project. Contractor shall bear all cost for fees for all agencies except for the City's permit fees.

2.4 COOPERATION AND COLLATERAL WORK

The Contractor shall be responsible for coordinating all Work with the City's street sweeping, trash pick-up, and street maintenance contractors, emergency services departments, utility companies' crews, and others when necessary. Payment for conforming to these requirements shall be included in other items of Work, and no additional payment shall be made thereof.

2-5.4 Haul Routes

Subsection 2-5.4 of Part 1 of the Standard Specifications shall be deleted and replaced as follows:

The Contractor must obtain the City Engineer's approval before using any haul routes. Further detail requirements for haul traffic are delineated in the Special Provisions.

2-7 CHANGES INITIATED BY THE AGENCY

2-7.1 General.

The City reserves the right, without notice to the Surety, to increase or decrease the quantity of any item or portion of the Work described in the Contract Documents or to alter or omit portions of the Work so described, as may be deemed necessary or expedient by the City Engineer, without in any way making the Contract void. Such increases, alterations or decreases of Work shall be considered and treated as though originally contracted for, and shall be subject to all the terms, conditions and provisions of the original Contract. The Contractor shall not claim or bring suit for damages, whether for loss of profits or otherwise, on account of any decrease, alteration or omission of any kind of Work to be done.

2-8 EXTRA WORK

New and unforeseen work will be classified as Extra Work only when the Work is not covered and cannot be paid for under any of the various items or combination of items for which a Bid price appears on the Bid. The Contractor shall not do any Extra Work except upon written order from the City Engineer.

2-8.1 MARKUP

For extra work and change orders the following percentages shall apply:

a. LABOR COSTS

1. Labor markup for employer taxes standard federal/state rates: 10%

2. Labor markup for fringe benefits (if fringe benefits are not included in the labor cost: 15%)
3. Labor overhead markup: 10%
4. Profit markup: 10%

b. MATERIAL, EQUIPMENT, SUBCONTRACTOR COSTS

Only 5% markup by prime contractor will be allowed on materials, equipment and subcontractor costs. No other additional markups (overhead, profit, etc.) will be allowed.

c. After the total amount is established by adding the above items, an additional 2% markup for INSURANCE AND BONDING COSTS will be allowed.

The markups mentioned hereinafter shall include, but are not limited to, all costs for the services of superintendents, project managers, timekeepers and other personnel not working directly on the change order, and pickup or yard trucks used by the above personnel, and other vehicles and/or equipment present at the job site but not directly used in actual construction activities. Incidental movements of labor, materials, supplies or equipment shall not be considered as use in actual construction activities. These costs shall not be reported as labor or equipment elsewhere, except when actually performing work directly on the change order and then shall only be reported at the labor classification of the work performed.

SECTION 3. CONTROL OF THE WORK

3-1 ASSIGNMENT

Any purported assignment without written consent of the City shall be null, void, and of no effect, and the Contractor shall hold harmless, defend and indemnify the City and its officers, officials, employees, agents and representatives with respect to any claim, demand or action arising from or relating to any unauthorized assignment.

If the City opts to consent to assignment, the City's consent shall be contingent upon: (1) a letter from the Surety agreeing to the assignment and assigning all of the Bonds to the assignee without any reduction, or the assignee supplying all new Bonds in the amounts originally required under the Contract Documents; and (2) the assignee supplying all of the required insurance in the amounts required in the Contract Documents. Until the Surety assigns all of the Bonds or the assignee supplies all of the new Bonds, and until the assignee supplies all of the required insurance, an assignment otherwise consented to in writing by the City shall not be effective. Even if the City consents to assignment, no assignment shall relieve the Contractor of liability under the Contract.

3-5 INSPECTION

The Contractor shall arrange and pay for all off-site inspection of the Work required by any ordinance or governing authorities. The Contractor shall also arrange and pay for other inspections, including tests in connection therewith, as may be assigned or required.

3.7 CONTRACT DOCUMENTS

3-7.1 General

In addition to the requirements under Section 3-7.1 in the Standard Specifications, the Contractor shall maintain a control set of Plans and Specifications on the Project site at all times. All final locations determined in the field, and any deviations from the Plans and Specifications, shall be marked in red on the control set to show the as-built conditions. This control set of Plans shall also be edited for all Addenda, Requests for Information, Change Orders, field changes not involving cost, and any other variation that occurred during construction. Upon completion of all Work, the Contractor shall return the control set to the City Engineer. Final payment will not be made until this requirement is met.

Where a work feature is shown on the drawings or identified in the Specifications but is not specifically indicated as an item in the Bid sheets, and there is no ambiguity regarding the requirement to construct, install, or construct and install that work feature, the Contractor is required to complete the work feature. All costs to the Contractor for constructing, installing, or both constructing and installing such a work feature shall be included in the Bid.

3-7.2 Precedence of the Contract Documents

With regard to Section 3-7.2 in the Standard Specifications, the General Provisions shall control over the Special Provisions, and the Notice Inviting Bids and Instructions to Bidders (in that order) shall control over the Bid, such that the order of precedence shall be as follows:

1. Permits issued by regulatory agencies with jurisdiction.
2. Change Orders and Supplemental Agreements, whichever occurs last.
3. Contract/Agreement.
4. Addenda.
5. Notice Inviting Bids.
6. Instructions to Bidders.
7. Bid/Proposal.
8. General Provisions.
9. Special Provisions.
10. Plans.
11. Standard Plans.
12. Standard Specifications.
13. Reference Specifications.

3-9 SUBSURFACE DATA

If the City or its consultants have made investigations of subsurface conditions in areas where the Work is to be performed, such investigations shall be deemed made only for the purpose of study and design. If a geotechnical or other report has been prepared for the Project, the Contractor may inspect the records pertaining to such investigations subject to and upon the conditions hereinafter set forth. The inspection of the records shall be made in the office of the City Engineer. It is the Contractor's sole responsibility to determine whether such investigations exist, and the City makes no affirmative or negative representation concerning the existence of such investigations.

The records of any such investigations are made available solely for the convenience of the Contractor. It is expressly understood and agreed that the City, the City Engineer, their agents, consultants or employees assume no responsibility whatsoever with respect to the sufficiency or accuracy of any investigations, the records thereof, and the interpretations set forth therein. No warranty or guarantee is expressed or implied that the conditions indicated by any such

investigations or records are representative of those existing in the Project area. The Contractor agrees to make such independent investigations and examination as necessary to be satisfied of the conditions to be encountered in the performance of the Work.

The Contractor represents that it has studied the Plans, Specifications and other Contract Documents, and all surveys and investigation reports of subsurface and latent physical conditions, has made such additional surveys and investigations as necessary for the performance of the Work at the Contract Price in accordance with the requirements of the Contract Documents, and that it has correlated the results of all such data with the requirements of the Contract Documents. No claim of any kind shall be made or allowed for any error, omission or claimed error or omission, in whole or in part, of any geotechnical exploration or any other report or data furnished or not furnished by the City.

3-10 SURVEYING

3-10.1 General

The Contractor shall verify all dimensions on the drawings and shall report to the City any discrepancies before proceeding with related Work. The Contractor shall perform all survey and layout Work per the benchmark information on the Project Plans. All surveying Work must conform to the Professional Land Surveyors' Act (Business and Professions Code Section 8700 *et seq.*). All Project surveying notes and "cut-sheets" are to be provided to the City after the completion of each surveying activity and all final surveying notes shall be provided before final payment to the Contractor.

Construction stakes shall be set and stationed by Contractor at its expense. Unless otherwise indicated in the Special Provisions, surveying costs shall be included in the price of items bid. No separate payment will be made. Re-staking and replacement of construction survey markers damaged as a result of the Work, vandalism, or accident shall be at the Contractor's expense.

3-11 CONTRACT INFORMATION SIGNS

The names, addresses and specialties of the Contractor, Subcontractors, architects or engineers may not be displayed on any signage within the public right-of-way. This signage prohibition includes advertising banners hung from truck beds or other equipment.

3-12 WORKSITE MAINTENANCE

3-12.1 General.

Clean-up shall be done as Work progresses at the end of each day and thoroughly before weekends. The Contractor shall not allow the Work site to become littered with trash and waste material, but shall maintain the same in a neat and orderly condition throughout the construction operation. Materials which need to be disposed shall not be stored at the Project site, but shall be removed by the end of each Working Day. If the job site is not cleaned to the satisfaction of the City Engineer, the cleaning will be done or contracted by the City and shall be back-charged to the Contractor and deducted from the Contract Price.

The Contractor shall promptly remove from the vicinity of the completed Work, all rubbish, debris, unused materials, concrete forms, construction equipment, and temporary structures and facilities used during construction. Final acceptance of the Work by the City will be withheld until the

Contractor has satisfactorily complied with the foregoing requirements for final clean-up of the Project site.

3.12.4 Storage of Equipment and Materials.

3-12.4.1 General

The Contractor shall make arrangements for storing its equipment and materials. The Contractor shall make its own arrangements for any necessary off-site storage or shop areas necessary for the proper execution of the Work. Approved areas within Work site may be used for temporary storage; however, the Contractor shall be responsible for obtaining any necessary permits from the City. In any case, the Contractor's equipment and personal vehicles of the Contractor's employees shall not be parked on the traveled way or on any section where traffic is restricted at any time.

The Contractor shall deliver, handle, and store materials in accordance with the manufacturer's written recommendations and by methods and means that will prevent damage, deterioration, and loss including theft. Delivery schedules shall be controlled to minimize long-term storage of products at the Project site and overcrowding of construction spaces. In particular, the Contractor shall provide delivery and installation coordination to ensure minimum holding or storage times for materials recognized to be flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other sources of loss.

Storage shall be arranged to provide access for inspection. The Contractor shall periodically inspect to assure materials are undamaged and are maintained under required conditions.

All costs associated with the clean-up and storage required to complete the Project shall be the sole responsibility of the Contractor.

3-12.4.2 Storage in Public Streets

The first sentence of Section 3-12.4.2 shall not be incorporated and shall instead be replaced with the following:

Construction materials and equipment shall not be stored in Streets, roads, or highways unless otherwise specified in the Special Provisions or approved by the City Engineer.

3-13 COMPLETION, ACCEPTANCE, AND WARRANTY

3-13.1 Completion.

The Contractor shall complete all Work under the Contract within **working days indicated in Section NIB - NOTICE INVITING BIDS.**

3-13.2 Acceptance

The Project will not be considered complete and ready for City Council direction to staff regarding recordation of the Notice of Completion until all required Work is completed, the Work site is cleaned up in accordance with Section 3-12 of Part 1 of the Standard Specifications and the Special Provisions, and all of the following items have been received by the City Engineer:

1. A form of Notice of Completion, with all information required by the California Civil Code;
2. All written guarantees and warranties;
3. All “as-builts”;
4. Duplicate copies of all operating instructions and manufacturer’s operating catalogs and data, together with such field instructions as necessary to fully instruct City personnel in correct operation and maintenance procedures for all equipment installed listed under the electrical, air conditioning, heating, ventilating and other trades. This data and instructions shall be furnished for all equipment requiring periodic adjustments, maintenance or other operation procedures.

The Contractor shall allow at least seven (7) Working Days’ notice for final inspection. Such notice shall be submitted to the City Engineer in writing.

3-13.3 Warranty

For the purposes of the calculation of the start of the warranty period, the Work shall be deemed to be completed upon the date of recordation of the Notice of Completion. If that direction is contingent on the completion of any items remaining on a punchlist, the Work shall be deemed to be completed upon the date of the City Engineer’s acceptance of the final item(s) on that punchlist.

The Contractor shall repair or replace defective materials and workmanship as required in this Section 3-13.3 at its own expense. Additionally, the Contractor agrees to defend, indemnify and hold the City harmless from claims of any kind arising from damage, injury or death due to such defects.

The parties agree that no certificate given shall be conclusive evidence of the faithful performance of the Contract, either in whole or in part, and that no payment shall be construed to be in acceptance of any defective Work or improper materials. Further, the certificate or final payment shall not terminate the Contractor’s obligations under the warranty herein. The Contractor agrees that payment of the amount due under the Contract and the adjustments and payments due for any Work done in accordance with any alterations of the same, shall release the City, the City Council and its officers and employees from any and all claims or liability on account of Work performed under the Contract or any alteration thereof.

SECTION 4. CONTROL OF MATERIALS

4-1 GENERAL

The Contractor and all Subcontractors, suppliers, and vendors shall guarantee that the Work will meet all requirements of this Contract as to the quality of materials, equipment, and workmanship.

4-4 TESTING

Except as elsewhere specified, the City shall bear the cost of testing materials and workmanship that meet or exceed the requirements indicated in the Standard Specifications and the Special Provisions. The cost of all other tests, including the retesting of material or workmanship that fails to pass the first test, shall be borne by the Contractor.

4-6 TRADE NAMES

If the Contractor requests to substitute an equivalent item for a brand or trade name item, the burden of proof as to the comparative quality and suitability of alternative equipment or articles or materials shall be upon the Contractor, and the Contractor shall furnish, at its own expense, all information necessary or related thereto as required by the City Engineer. All requests for substitution shall be submitted, together with all documentation necessary for the City Engineer to determine equivalence, no later than **Fifteen (15)** Days after the award of Contract, unless a different deadline is listed in the Special Provisions.

SECTION 5. LEGAL RELATIONS AND RESPONSIBILITIES

5-3 LABOR

5-3.1 Public Work

The Contractor acknowledges that the Project is a "public work" as defined in Labor Code Section 1720 *et seq.* ("Chapter 1"), and that this Project is subject to (a) Chapter 1, including without limitation Labor Code Section 1771 and (b) the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. The Contractor shall perform all Work on the Project as a public work. The Contractor shall comply with and be bound by all the terms, rules and regulations described in (a) and (b) as though set forth in full herein.

5-3.2 Copies of Wage Rates

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

The Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty paid to the City, forfeit two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to these Contract Documents by the Contractor or by any Subcontractor.

5-3.3 Payroll Records

The Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires the Contractor and each Subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform the City of the location of the records. The Contractor has ten (10) days in which to comply subsequent to receipt of a written notice requesting these records, or as a penalty to the City, the Contractor shall forfeit one hundred dollars (\$100) for each Day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.

5-3.4 Hours of Labor

The Contractor acknowledges that eight (8) hours labor constitutes a legal day's work. The Contractor shall comply with and be bound by Labor Code Section 1810. The Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty paid to the City, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Project by the Contractor or by any Subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by employees of the Contractor in excess of eight (8) hours per day, and forty (40) hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1-1/2) times the basic rate of pay.

5-3.5 Apprentices

The Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Code of Regulations Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects. The Contractor shall be responsible for compliance with these Sections for all apprenticeable occupations. Before commencing Work on this Project, the Contractor shall provide the City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) Days after concluding Work, Contractor and each of its Subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Contract.

5-3.6 Debarment or Suspension

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

5-3.7 Registration with the DIR

In accordance with Labor Code Sections 1725.5 and 1771.1, no contractor or subcontractor shall be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Section 1725.5.

5-3.8 Compliance Monitoring and Posting Job Sites

This Project is subject to compliance monitoring and enforcement by the DIR. The Contractor shall post job site notices, as prescribed by regulation.

5-3.9 Subcontractors

For every Subcontractor who will perform Work on the Project, the Contractor shall be responsible

for such Subcontractor's compliance with Chapter 1 and Labor Code Sections 1860 and 3700, and the Contractor shall include in the written Contract between it and each Subcontractor a copy of the provisions in this Section 5-3 of the General Provisions and a requirement that each Subcontractor shall comply with those provisions. The Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure Subcontractor's compliance, including without limitation, conducting a periodic review of the certified payroll records of the Subcontractor and upon becoming aware of the failure of the Subcontractor to pay its workers the specified prevailing rate of wages. The Contractor shall diligently take corrective action to halt or rectify any failure.

5-3.10 Prevailing Wage Indemnity

To the maximum extent permitted by law, the Contractor shall indemnify, hold harmless and defend (at the Contractor's expense with counsel reasonably acceptable to the City) the City, its officials, officers, employees, agents and independent contractors serving in the role of City officials, and volunteers from and against any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed in Section 5-3 of the General Provisions by any Person (including the Contractor, its Subcontractors, and each of their officials, officers, employees and agents) in connection with any Work undertaken or in connection with the Contract Documents, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses. All duties of the Contractor under this Section 5-3.10 shall survive expiration or termination of the Contract.

5-4 INSURANCE

5-4.1 General

The first paragraph of Section 5-4.1 of Part 1 of the Standard Specifications shall not be incorporated and shall instead be replaced with the following:

The Contractor shall provide and maintain insurance naming the City, its elected and appointed officials, officers, employees, attorneys, agents, designated volunteers, and independent contractors in the role of City officials as insureds or additional insureds regardless of any inconsistent statement in the policy or any subsequent endorsement whether liability is attributable to the Contractor or the City. The insurance provisions shall not be construed to limit the Contractor's indemnity obligations contained in the Contract. The City will not be liable for any accident, loss, or damage to the Work before completion, except as otherwise specified in Section 6-5.

5-4.2 General Liability Insurance

The Contractor shall at all times during the term of the Contract carry, maintain, and keep in full force and effect the insurance referenced in Section 5-4 of Part 1 of the Standard Specifications, as modified below.

5-4.2.1 Additional Insureds

The City, its elected and appointed officials, officers, employees, attorneys, agents, designated volunteers, and independent contractors in the role of City officials, shall be the insured or named

as additional insureds covering the Work, regardless of any inconsistent statement in the policy or any subsequent endorsement, whether liability is attributable to the Contractor or the City.

5-4.2.2 No Limitation on Indemnity

The insurance provisions shall not be construed to limit the Contractor's indemnity obligations contained in these Contract Documents.

5-4.2.3 Replacement Insurance

The Contractor agrees that it will not cancel, reduce or otherwise modify the insurance coverage. The Contractor agrees that if it does not keep the required insurance in full force and effect, and such insurance is available at a reasonable cost, the City may take out the necessary insurance and pay the premium thereon, and the repayment thereof shall be deemed an obligation of the Contractor and the cost of such insurance may be deducted, at the option of the City, from payments due the Contractor. This shall be in addition to all other legal options available to the City to enforce the insurance requirements.

5-4.2.4 Certificates of Insurance with Original Endorsements

The Contractor shall submit to the City certificates of insurance with the original endorsements, both of which reference the same policy number, for each of the insurance policies that meet the insurance requirements, not less than one (1) day before beginning of performance under the Contract. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Endorsements may be executed on the City's standard forms titled "Additional Insured Endorsement," copies of which are provided in the Contract Documents, or on any other form that contains substantially the same terms and is approved by the City's Risk Manager. In any case, the endorsements must specifically name the City of South El Monte and its elected and appointed officials, officers, employees, attorneys, agents, designated volunteers, and independent contractors in the role of City officials as insureds or additional insureds. Current insurance certificates and endorsements shall be kept on file with the City at all times during the term of this Contract. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

5-4.2.5 Subcontractors

The Contractor shall ensure all Subcontractors and their employees are listed as additional insureds on all of the Contractor's insurance.

5.7 SAFETY

5-7.8 Steel Plate Covers

5-7.8.1 General

The Contractor shall cover all openings, trenches and excavations at the end of each Work Day with steel plate covers.

Section 5-8 is hereby added to Section 1 of Part 1 of the Standard Specifications, as follows:

5-8 INDEMNIFICATION

5-8.1 Contractor's Duty

To the maximum extent permitted by law, the Contractor hereby agrees, at its sole cost and expense, to defend with competent defense counsel approved by the City Attorney, protect, indemnify, and hold harmless the City, its elected and appointed officials, officers, employees, volunteers, attorneys, agents (including those City agents serving as independent contractors in the role of City representatives), successors, and assigns (collectively "Indemnitees") from and against any and all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, charges, obligations, damages, causes of action, proceedings, suits, losses, stop payment notices, judgments, fines, liens, penalties, liabilities, costs and expenses of every kind and nature whatsoever, in any manner arising out of, incident to, related to, in connection with or resulting from any act, failure to act, error or omission of the Contractor or any of its officers, agents, attorneys, servants, employees, Subcontractors, material suppliers or any of their officers, agents, servants or employees, and/or arising out of, incident to, related to, in connection with or resulting from any term, provision, image, plan, covenant, or condition in the Contract Documents; including, without limitation, the payment of all consequential damages, attorneys' fees, experts' fees, and other related costs and expenses (individually, a "Claim," or collectively, "Claims"). The Contractor shall promptly pay and satisfy any judgment, award or decree that may be rendered against any of the Indemnitees as to any such Claim. The Contractor shall reimburse Indemnitees for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. The Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Contractor or Indemnitees. This indemnity shall apply to all Claims regardless of whether any insurance policies are applicable or whether the Claim was caused in part or contributed to by an Indemnitee.

5-8.2 Civil Code Exception

Nothing in this Section 5-8 shall be construed to encompass Indemnitees' sole negligence or willful misconduct to the limited extent that the underlying Contract is subject to Civil Code Section 2782(a) or the City's active negligence to the limited extent that the underlying Contract Documents are subject to Civil Code Section 2782(b), provided such sole negligence, willful misconduct or active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction.

5-8.3 Nonwaiver of Rights

Indemnitees do not and shall not waive any rights that they may possess against the Contractor because the acceptance by the City, or the deposit with the City, of any insurance policy or certificate required pursuant to these Contract Documents. This indemnity provision is effective regardless of any prior, concurrent, or subsequent active or passive negligence by Indemnitees and shall operate to fully indemnify Indemnitees against any such negligence.

5-8.4 Waiver of Right of Subrogation

The Contractor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all Claims arising out of or incident to the activities or operations performed by or on behalf of the Contractor regardless of any prior, concurrent or subsequent active or passive negligence by Indemnitees.

5-8.5 Survival

The provisions of this Section 5-8 shall survive the term and termination of the Contract, are intended to be as broad and inclusive as is permitted by the law of the State, and are in addition to any other rights or remedies that Indemnitees may have under the law. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against the Contractor shall be conclusive in favor of the Indemnitee's right to recover under this indemnity provision.

SECTION 6. PROSECUTION AND PROGRESS OF THE WORK

6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK

6-1.1 Construction Schedule

One (1) week before the scheduled pre-construction meeting, the Contractor must submit to the City Engineer for review and approval the construction schedule required by the first paragraph of Section 6-1.1. The Contractor shall make revisions as required by the City Engineer. The schedule must account for all subcontract work, as well as the work of the Contractor, submittals, coordination with the other contractors performing concurrent work and the Traffic Control Plan. The Contractor shall update this Construction Schedule when directed by the City Engineer, or when:

- a. A Change Order significantly affects the Contract completion date or the sequence of construction approach or activities; or
- b. The actual sequence of the Work, or the planned sequence of the Work, is changed and does not conform to the Contractor's current accepted Project construction schedule.

The Contractor shall submit an updated construction schedule with its monthly invoice every month. Progress payments shall be contingent upon the receipt of monthly updated construction schedules.

6-1.1.1 Pre-Construction Conference

Within 15 days of issuance of Notice of Award, and before the commencement of Work at the site, a pre-construction conference will be held at the City and shall be attended by the Contractor's Project manager, its on-site field superintendent, and any Subcontractors that the Contractor deems appropriate. Attendance by Contractor and any Subcontractors designated is mandatory.

Contractor shall submit its twenty-four (24) hour emergency telephone numbers to the City Engineer for approval a minimum of two (2) Working Days before the pre-construction conference. Unless previously submitted to the City Engineer, the Contractor shall bring to the pre-construction conference copies of each of the following:

- 1) Construction Schedule.
- 2) Procurement schedule of major equipment and materials and items requiring long lead time.
- 3) Shop drawing/sample submittal schedule.

- 4) Preliminary schedule of values (lump sum price breakdown) for progress payment purposes.
- 5) Written designation of the on-site field superintendent and the Project manager. Both daytime and emergency telephone numbers shall be included in the written designation.

The purpose of the conference is to designate responsible personnel and establish a working relationship. The parties will discuss matters requiring coordination and establish procedures for handling such matters. The complete agenda will be furnished to the Contractor before the meeting date. The Contractor shall be prepared to discuss all of the items listed below.

- 1) The Contractor's construction schedule.
- 2) Notification of local residents before starting any Work and keeping them informed throughout the Project.
- 3) Procedures for transmittal, review, and distribution of the Contractor's submittals.
- 4) Processing applications for payment.
- 5) Maintaining record documents.
- 6) Critical Work sequencing.
- 7) Maintaining sewage service during construction, including proposed by-passes.
- 8) NPDES requirements, if any.
- 9) Field decisions and Change Orders.
- 10) Use of Project site, office and storage areas, security, housekeeping, and the City's needs.
- 11) Major equipment deliveries and priorities.
- 12) Traffic control.
- 13) Any other item that the City representative states is relevant to the meeting.

6-1.1.2 Weekly Progress Meetings

Progress meetings will be held each week during the course of the Project. The meeting location, day of the week and time of day will be mutually agreed to by the City and the Contractor. The Contractor shall provide a two (2) week "look ahead" schedule for each meeting. The construction manager will preside at these meetings and will prepare the meeting agenda, meeting minutes and will distribute minutes to all persons in attendance. As the Work progresses, if it is determined by agreement of the attendees, that weekly meetings are not necessary, the weekly progress meetings may be changed to bi-weekly progress meetings.

6-1.2 Commencement of the Work

The Contractor shall not begin any construction activity at the site before the issuance of the Notice to Proceed. Any Work that is done by the Contractor in advance of the Notice to Proceed shall be considered as being done at the Contractor's own risk and responsibility, and as a consequence will be subject to rejection.

Section 6-1.3 is hereby added to Section 6 of Part 1 of the Standard Specifications, as follows:

6-1.3 Working Days And Hours

The Contractor shall do all Work between the hours of 8:00 a.m. to 4:00 p.m., Monday through Friday. No Work will be allowed on Saturday, Sunday, or City holidays, which are as follows:

- New Year's Day
- Martin Luther King Jr. Day
- Presidents' Day
- Memorial Day
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve
- Christmas Day

In addition, no Work will be allowed on any special election Day that may be declared. Should a special election Day be declared, a time extension of one (1) Working Day will be granted for each such Day.

A permit may have other hours or Days for the Contractor to do the Work, and those hours and Days shall supersede any hours and Days written in this Section.

Whenever the Contractor is permitted or directed to perform night Work or to vary the period during which Work is performed during the Working Day, the Contractor shall give twelve (12) hours' notice to the City Engineer so that inspection may be provided. A charge may be made to the Contractor for approved overtime or weekend inspections requested by the Contractor.

6-4 DELAYS AND EXTENSIONS OF TIME

6-4.1 General.

Unless otherwise agreed in writing, an adjustment to the Contract time by reason of a Change Order shall be agreed to at the time the Change Order is issued and accepted by Contractor. If the Change Order does not reserve the right of the parties, or either of them, to seek an adjustment to the Contract time, then the parties forever relinquish and waive such right and there shall be no further adjustments to the Contract time.

6-4.2 Extensions of Time

In the event it is deemed appropriate by the City to extend the time for completion of the Work, any such extension shall not release any guarantee for the Work required by the Contract Documents, nor shall any such extension of time relieve or release the Sureties on the Bonds executed. In executing such Bonds, the Sureties shall be deemed to have expressly agreed to any such extensions of time. The amount of time allowed by an extension of time shall be limited to the period of the delay giving rise to the same as determined by the City. Notwithstanding any dispute which may arise in connection with a claim for adjustment of the Contract time, the Contractor shall promptly proceed with the Work.

6-4.3 Payment for Delays

Notwithstanding any other terms and conditions of the Contract Documents, the City shall have no obligation whatsoever to increase the Contract Price or extend the time for delays.

Unless compensation and/or markup is agreed upon by the City, the Contractor agrees that no payment of compensation of any kind shall be made to the Contractor for damages or increased overhead costs caused by any delays in the progress of the Contract, whether such delays are avoidable or unavoidable or caused by any act or omission of the City or its agents. Any accepted delay claim shall be fully compensated for by an extension of time to complete the performance of the Work.

This Section shall not apply to compensable delays caused solely by the City. If a compensable delay is caused solely by the City, the Contractor shall be entitled to a Change Order that: (1) extends the time for completion of the Contract by the amount of delay caused by the City; and (2) provides equitable adjustment, as determined by the City, to the Contractor.

6-8 TERMINATION OF THE CONTRACT FOR CONVENIENCE

The following sentence is added to Section 6-8:

In no event (including termination for impossibility or impracticability, due to conditions or events beyond the control of the City, for any other reason or for no reason) shall the total amount of money to Contractor exceed the amount which would have been paid to Contractor for the full performance of the services described in the Contract.

6-9 LIQUIDATED DAMAGES

For the purposes of the calculation of the start of the liquidated damages, the Work shall be deemed to be completed when the same has been completed in accordance with the Plans and Specifications therefor and to the satisfaction of the City Engineer, and the City Engineer has certified such completion in accordance with Section 3-13.1 of Part 1 of the Standard Specifications.

SECTION 7. MEASUREMENT AND PAYMENT

7.3 PAYMENT

7.3.1 General

The Contract Price shall constitute full compensation for all labor, equipment, materials, tools and incidentals required to complete the Project as outlined in these Contract Documents and as directed by the City Engineer. In accordance with Public Contract Code Section 7107, if no claims have been filed and are still pending, the amount deducted from the final estimate and retained by the City will be paid to the Contractor except such amounts as are required by law to be withheld by properly executed and filed notices to stop payment, or as may be withheld for any other lawful purposes.

7-3.2 Partial and Final Payment

7-3.2.1 Monthly Closure Date and Invoice Date

For purposes of Section 7-3.2, the monthly closure date shall be the last Day of each month. A measurement of Work performed and a progress estimate of the value thereof based on the Contract and of the monthly payment shall be prepared by the Contractor and submitted to the

City Engineer before the tenth (10th) Day of the following month for verification and payment consideration.

7-3.2.2 Payments

The City shall make payments within thirty (30) Days after receipt of the Contractor's undisputed and properly submitted payment request, including an updated construction schedule pursuant to Section 6-1.1 of the General Provisions. The City shall return to the Contractor any payment request determined not to be a proper payment request as soon as practicable, but not later than seven (7) Days after receipt, and shall explain in writing the reasons why the payment request is not proper.

7-3.2.3 Retention

The City shall withhold not less than five percent (5%) from each progress payment. However, at any time after fifty percent (50%) of the Work has been completed, if the City Council finds that satisfactory progress is being made, it may, at its discretion, make any of the remaining progress payments in full for actual Work completed. The City shall withhold not less than five percent (5%) of the Contract Price from the Final Payment Amount (defined in Section 7-3.2.4) until at least thirty-five (35) days after recordation of the Notice of Completion, or recordation of a notice of completion or cessation, but not later than the period permitted by Public Contract Code Section 7107.

7-3.2.4 Final Invoice and Payment

Whenever the Contractor shall have completely performed the Contract in the opinion of the City Engineer, the City Engineer shall notify the City Clerk that the Contract has been completed in its entirety. The Contractor shall then submit to the City Engineer a written statement of the final quantities of Contract items for inclusion in the final invoice. Upon receipt of such statement, the City Engineer shall check the quantities included therein and shall authorize a payment amount, which in the City Engineer's opinion shall be just and fair, covering the value of the total amount of Work done by the Contractor, less all previous payments and all amounts to be retained under the provisions of the Contract Documents ("Final Payment Amount"). The City Engineer shall then request that the City accept the Work and that the City Clerk be authorized to file, on behalf of the City in the office of the County Recorder, a Notice of Completion of the Work herein agreed to be done by the Contractor. In addition, the final payment will not be released until the Contractor returns the control set of Plans and Specifications showing the redlined as-built conditions.

7-3.2.5 Substitute Security

In accordance with Public Contract Code Section 22300, the Contractor may request that it be permitted to substitute securities in lieu of having retention withheld by the City from progress payments when such payments become due or, in the alternative, the Contractor may request that the City make payments of earned retentions directly to an agreed upon designated escrow agent at the Contractor's expense. If the Contractor selects either one of these alternatives, the following shall control.

7.3.2.5.1 Substitution of Securities for Performance Retention

At some reasonable time before any progress payment would otherwise be due and payable to

the Contractor in the performance of Work under these Contract Documents, the Contractor may submit a request to the City in writing to permit the substitution of retentions with securities equivalent to the amount estimated by the City ("estimated amount of retention") to be withheld. The Contractor shall deposit such securities with the City or may, in the alternative, deposit such securities in escrow with a State or federally chartered bank in California, as the escrow agent, at the Contractor's expense. Such securities will be the equivalent or greater in value of the estimated amount of retention. If the Contract is modified by written Modifications or Change Orders or the Contractor otherwise becomes entitled to receive an amount more than the Contract Price at the time the securities are deposited, the Contractor shall, at the request of the City, deposit with the City or escrow agent, whichever is applicable, additional securities within a reasonable time so that the amount of securities on deposit with the City or escrow agent is equivalent or greater in value than the amount of retention the City would otherwise be entitled to withhold from progress payments due or to become due to the Contractor as the Work progresses. The City shall withhold any retention amount that exceeds the security amount until the additional securities are deposited and, if the deposit is with an escrow agent, the City has confirmation from that escrow agent of the new total value of securities. Upon satisfactory completion of the Contract, which shall mean, among other things, that the City is not otherwise entitled to retain proceeds from progress payments as elsewhere provided in the Contract or under applicable law, the securities shall be returned to the Contractor. The City shall, within its sole discretion, determine whether the amount of the securities on deposit with the City or escrow agent is equal to or greater than the amount of estimated retention of progress payments that could otherwise be held by the City if the Contractor had not elected to substitute same with securities.

7-3.2.5.2 Deposit of Retention Proceeds with an Escrow Agent

As an alternative to the substitution of securities, as provided above, or the City otherwise retaining and holding retention proceeds from progress payments, the Contractor may request the City to make payments of retentions earned directly to an escrow agent with the same qualifications as required in Section 7-3.2.5.1 above and at the expense of the Contractor. At its sole expense, the Contractor may direct the investment of such retention payments into only such securities as mentioned in Section 7-3.2.5.4 below and shall be entitled to interest earned on such investments on the same terms provided for securities deposited by the Contractor. Upon satisfactory completion of the Contract, which shall mean when the City would not otherwise be entitled to withhold retention proceeds from progress payments had the Contractor not elected to have such proceeds deposited into escrow, the Contractor shall be allowed to receive from the escrow agent all securities, interest and payments deposited into escrow pursuant to the terms of this Section. The Contractor shall pay to each Subcontractor, not later than ten (10) Days of receipt of payment, the respective amount of interest earned, net of costs attributed to retention withheld from each Subcontractor, on the amount withheld to ensure performance of the Contractor.

7-3.2.5.3 Subcontractor Entitlement to Interest

If the Contractor elects to receive interest on any moneys withheld in retention by the City, then the Subcontractor shall receive the identical rate of interest received by the Contractor on any retention moneys withheld from the Subcontractor by the Contractor, less any actual pro rata costs associated with administering and calculating that interest. In the event that the interest rate is a fluctuating rate, the rate for the Subcontractor shall be determined by calculating the interest rate paid during the time that retentions were withheld from the Subcontractor. If the Contractor elects to substitute securities in lieu of retention, then, by mutual consent of the Contractor and the Subcontractor, the Subcontractor may substitute securities in exchange for

the release of moneys held in retention by the Contractor. The Contractor shall pay each Subcontractor, not later than ten (10) Days after receipt of escrow moneys, the amount owed to each Subcontractor from the moneys plus the respective amount of interest earned, net of costs attributed to the retention held from each Subcontractor, on the amount of retention withheld to ensure performance of the Subcontractor.

7-3.2.5.4 Securities Eligible for Investment

Securities eligible for investment shall include those listed in Government Code Section 16430, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed upon between the Contractor and the City. The Contractor shall be the beneficial owner of any securities substituted for any monies withheld and shall receive any interest thereon.

7-3.2.5.5 Escrow Agreement for Security Deposits in Lieu of Retention

The escrow agreement that shall be used for the deposit of securities in lieu of retention shall substantially conform to the form prescribed in Public Contract Code Section 22300(f).

7-3.2.5.6 Inconsistencies with Prevailing Statutory Requirements

If there is any inconsistency between or differences in Public Contract Code Section 22300 and the terms of this provision, or any future amendments thereto, Section 22300 shall control.

Section 7-3.9 is hereby added to Section 7-3 of Part 1 of the Standard Specifications, as follows:

7-3.9 AUDIT

The City or its representative shall have the option of inspecting and/or auditing all records and other written materials used by the Contractor in preparing its billings to the City as a condition precedent to any payment to the Contractor or in response to a construction claim or a Public Records Act (Government Code Section 6250 *et seq.*) request. The Contractor will promptly furnish documents requested by the City at no cost. Additionally, the Contractor shall be subject to State Auditor examination and audit at the request of the City or as part of any audit of the City, for a period of three (3) years after final payment under the Contract. The Contractor shall include a copy of this Section 7-3.9 in all contracts with its Subcontractors, and the Contractor shall be responsible for immediately obtaining those records or other written material from its Subcontractors upon a request by the State Auditor or the City. If the Project includes other auditing requirements, those additional requirements will be listed in the Special Provisions.

SECTION 8 FACILITIES FOR AGENCY PERSONNEL

8-1 General

No field offices for City personnel shall be required; however, City personnel shall have the right to enter upon the Project at all times and shall be admitted to the offices of the Contractor to use the telephone, desk and sanitary facilities provided by the Contractor for its own personnel.

Section 9 is hereby added to Part 1 of the Standard Specifications, as follows:

SECTION 9. ADDITIONAL TERMS

9-1 NONDISCRIMINATORY EMPLOYMENT

The Contractor shall not unlawfully discriminate against any individual based on race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation or military and veteran status. The Contractor understands and agrees that it is bound by and will comply with the nondiscrimination mandates of all statutes and local ordinances and regulations.

9-3 CONTRACTOR'S RESPONSIBILITY FOR WORK

Until the final acceptance of the Work by the City Council in accordance with Section 3-13.2 of the General Provisions, the Contractor shall have the charge and care thereof and shall bear the risk of injury or damage to any part of the Work by the action of the elements, criminal acts, or any other cause. The Contractor shall rebuild, repair, restore and make good all injuries or damages to any portion of the Work occasioned by any cause before its completion and acceptance and shall bear the expense thereof, except for such injuries or damages arising from the sole negligence or willful misconduct of the City, its officers, agents or employees. In the case of suspension of Work from any cause whatever, the Contractor shall be responsible for all materials and the protection of Work already completed, shall properly store and protect them if necessary, and shall provide suitable drainage and erect temporary structures where necessary.

9-4 PROCEDURE IN CASE OF DAMAGE TO PUBLIC PROPERTY

Any portions of curb, gutter, sidewalk or any other City improvement damaged by the Contractor during the course of construction shall be replaced by the Contractor at its own cost. The cost of additional replacement of curb, gutter or sidewalk in excess of the estimated quantities shown in the Bid form and Specifications, and found necessary during the process of construction (but not due to damage resulting from carelessness on the part of the Contractor during its operation), shall be paid to the Contractor at the unit prices submitted in his or her Bid.

9-5 REMOVAL OF INTERFERING OBSTRUCTIONS

The Contractor shall remove and dispose of all debris, abandoned structures, tree roots and obstructions of any character encountered during the process of excavation. It is understood that the cost of any such removals are made a part of the unit price bid by the Contractor under the item for excavation or removal of existing Work.

9-6 SOILS ENGINEERING AND TESTING

A certified materials testing firm may be retained by the City to perform materials tests during the Contractor's entire operation to ascertain compliance with the Contract requirements. The City shall be responsible for the first series of tests. If the initial tests do not meet the Contract requirements, the Contractor shall bear the cost of all subsequent tests.

If the City requires other tests or more specific requirements for testing regarding this Project, those details will be included in the Special Provisions.

9-7 ACCESS TO PRIVATE PROPERTY

Unless otherwise stated in the Special Provisions, the Contractor shall be responsible for all fees and costs associated with securing permission to access private property for any portion of the Project.

9-9 CLAIM DISPUTE RESOLUTION

In the event of any dispute or controversy with the City over any matter whatsoever, the Contractor shall not cause any delay or cessation in or of Work, but shall proceed with the performance of the Work in dispute. The Contractor shall retain any and all rights provided that pertain to the resolution of disputes and protests between the parties. The Disputed Work will be categorized as an “unresolved dispute” and payment, if any, shall be as later determined by mutual agreement or a court of law. The Contractor shall keep accurate, detailed records of all Disputed Work, claims and other disputed matters.

All claims arising out of or related to the Contract Documents or this Project, and the consideration and payment of such claims, are subject to the Government Claims Act (Government Code Section 810 et seq.) with regard to filing claims. All such claims are also subject to Public Contract Code Section 9204 and Public Contract Code Section 20104 et seq. (Article 1.5), where applicable. This Contract hereby incorporates those provisions as through fully set forth herein. Thus, the Contractor or any Subcontractor must file a claim in accordance with the Government Claims Act as a prerequisite to filing a construction claim in compliance with Section 9204 and Article 1.5 (if applicable), and must then adhere to Section 9204 and Article 1.5 (as applicable), pursuant to the definition of “claim” as individually defined therein.

9-10 THIRD PARTY CLAIMS

The City shall have full authority to compromise or otherwise settle any claim relating to the Project at any time. The City shall timely notify the Contractor of the receipt of any third-party claim relating to the Project. The City shall be entitled to recover its reasonable costs incurred in providing this notice.

9-11 COMPLIANCE WITH LAWS

The Contractor shall comply with all applicable federal, State and local laws, ordinances, codes and regulations in force at the time the Contractor performs pursuant to the Contract Documents.

9-12 CONTRACTOR'S REPRESENTATIONS

By signing the Contract, the Contractor represents, covenants, agrees, and declares under penalty of perjury under the laws of the State of California that: (a) the Contractor is licensed, qualified, and capable of furnishing the labor, materials, and expertise necessary to perform the services in accordance with the terms and conditions set forth in the Contract Documents; (b) there are no obligations, commitments, or impediments of any kind that will limit or prevent its full performance under the Contract Documents; (c) there is no litigation pending against the Contractor that could adversely affect its performance of the Contract, and the Contractor is not the subject of any criminal investigation or proceeding; and (d) to the Contractor's actual knowledge, neither the Contractor nor its personnel have been convicted of a felony.

9-13 CONFLICTS OF INTEREST

The Contractor agrees not to accept any employment or representation during the term of the Contract or within twelve (12) months after acceptance as defined in Section 3-13.2 of the General Provisions that is or may likely make the Contractor “financially interested,” as provided in Government Code Sections 1090 and 87100, in any decisions made by the City on any matter in connection with which the Contractor has been retained pursuant to the Contract Documents.

9-14 APPLICABLE LAW

The validity, interpretation, and performance of these Contract Documents shall be controlled by and construed under the laws of the State of California, excluding California’s choice of law rules. Venue for any such action relating to the Contract shall be in the Superior Court with geographic jurisdiction over the City.

9-15 TIME

Time is of the essence in these Contract Documents.

9-16 INDEPENDENT CONTRACTOR

The Contractor and Subcontractors shall at all times remain, as to the City, wholly independent contractors. Neither the City nor any of its officials, officers, employees or agents shall have control over the conduct of the Contractor, Subcontractors, or any of their officers, employees, or agents, except as herein set forth, and the Contractor and Subcontractors are free to dispose of all portions of their time and activities that they are not obligated to devote to the City in such a manner and to such Persons that the Contractor or Subcontractors wish except as expressly provided in these Contract Documents. The Contractor and Subcontractors shall have no power to incur any debt, obligation, or liability on behalf of the City, bind the City in any manner, or otherwise act on behalf of the City as agents. The Contractor and Subcontractors shall not, at any time or in any manner, represent that they or any of their agents, servants or employees, are in any manner agents, servants or employees of the City. The Contractor and Subcontractors agree to pay all required taxes on amounts paid to them under the Contract, and to indemnify and hold the City harmless from any and all taxes, assessments, penalties, and interest asserted against the City by reason of the independent contractor relationship created by the Contract Documents. The Contractor shall include this provision in all contracts with all Subcontractors.

9-17 CONSTRUCTION

In the event of any asserted ambiguity in, or dispute regarding the interpretation of any matter herein, the interpretation of these Contract Documents shall not be resolved by any rules of interpretation providing for interpretation against the party who causes the uncertainty to exist or against the party who drafted the Contract Documents or who drafted that portion of the Contract Documents.

9-18 NON-WAIVER OF TERMS, RIGHTS AND REMEDIES

Waiver by either party of any one (1) or more of the conditions of performance under these Contract Documents shall not be a waiver of any other condition of performance under these Contract Documents. In no event shall the making by the City of any payment to the Contractor constitute or be construed as a waiver by the City of any breach of covenant, or any default that may then exist on the part of the Contractor, and the making of any such payment by the City

shall in no way impair or prejudice any right or remedy available to the City with regard to such breach or default.

9-19 TERM

The Contract is effective as of the Effective Date listed, and shall remain in full force and effect until the Contractor has fully rendered the services required by the Contract Documents or the Contract has been otherwise terminated by the City. However, some provisions may survive the term listed within this Section, as stated in those provisions.

9-20 NOTICE

Except as otherwise required by law, any notice or other communication authorized or required by these Contract Documents shall be in writing and shall be deemed received on (a) the day of delivery if delivered by hand or overnight courier service during the City's regular business hours or (b) on the third (3rd) business day following deposit in the United States mail, postage prepaid, to the addresses listed on the Contractor's Bid and City Hall, or at such other address as one party may notify the other.

9-21 SEVERABILITY

If any term or portion of these Contract Documents is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of these Contract Documents shall continue in full force and effect.

SPECIAL PROVISIONS

A. GENERAL

The Sections that follow supplement, but do not replace, the corresponding provisions in Part 4 (Existing Improvements) of the Standard Specifications, except as otherwise indicated herein. In the event of any conflict between the Standard Specifications and these Special Provisions, these Special Provisions shall control.

SECTION 400 - PROTECTION AND RESTORATION

400-1 GENERAL

All costs to the Contractor for protecting, removing, restoring, relocating, repairing, replacing, or reestablishing existing improvements shall be included in the Bid.

SECTION 402 - UTILITIES

402-1 LOCATION

The location and existence of any underground Utility or substructure has not been obtained. The methods used and costs involved to locate existing elements, points of connection and all construction methods are the Contractor's sole responsibility. Accuracy of information furnished, as to existing conditions, is not guaranteed by the City. The Contractor, at its sole expense, must make all investigations necessary to determine locations of existing elements, which may include contacting Underground Service Alert and other private underground locating firm(s), utilizing specialized locating equipment, hand trenching, or both. For every Dig Alert Identification Number issued by Underground Service Alert during the course of the Project, the Contractor must submit to the City the following form. The Contractor shall be responsible for preserving the integrity of the existing underground utilities at the site.

UNDERGROUND SERVICE ALERT IDENTIFICATION NUMBER FORM

No excavation will be permitted until this form is completed and returned to the City.

Government Code Section 4216 *et seq.* requires a Dig Alert Identification Number to be issued before a permit to excavate will be valid.

To obtain a Dig Alert Identification Number, call Underground Service Alert at **811** a minimum of three (3) Working Days before scheduled excavation. For best response, provide as much notice as possible up to ten (10) Working Days.

Dig Alert Identification Number: _____

Dated: _____

("CONTRACTOR")

By: _____

Printed Name: _____

Title: _____

By: _____

Printed Name: _____

Title: _____

Note: This form is required for every Dig Alert Identification Number issued by Underground Service during the course of the Work. Additional forms may be obtained from the City upon request.

402-1.3 Entry by Utility Owners

The right is reserved to the owners of public Utilities or franchises to enter the Project site for the purpose of making repairs or changes in their property that may be necessary as a result of the Work as well as any other reason authorized by the City. When the Contract Documents provide for the Utility owners to alter, relocate or reconstruct a Utility, or when the Contract Documents are silent in this regard and it is determined by the City Engineer that the Utility owners must alter, relocate or reconstruct a Utility, the Contractor shall schedule and allow adequate time for those alterations, relocations or reconstructions by the respective Utility owners. City employees and agents shall likewise have the right to enter upon the Project site at any time and for any reason or no reason at all.

402-2 PROTECTION

If Contractor damages or breaks the Utilities, it will be the Contractor's responsibility to repair the Utility at no cost to the Utility or the City.

402-3 REMOVAL

Facilities encountered during the prosecution of the Work that are determined to be abandoned shall be removed by the Contractor as required for the Work, unless directed otherwise by the City Engineer. The remaining portion of the existing Utility which is left in place shall be accurately recorded, in elevation and plan, on the control set of Contract Drawings.

402-4 RELOCATION

The Contractor shall cooperate fully with all Utility forces of the City or forces of other public or private agencies engaged in the relocation, altering, or otherwise rearranging of any facilities that interfere with the progress of the Work. The Contractor shall schedule the Work so as to minimize interference with the relocation, altering, or other rearranging of facilities.

402-6 COOPERATION

The Contractor's attention is directed to the fact that Work may be conducted at or adjacent to the site by other contractors during the performance of the Work under this Contract. The Contractor shall conduct its operations so as to cause a minimum of interference with the work of such other contractors, and shall cooperate fully with such contractors to provide continued safe access to their respective portions of the site, as required to perform work under their respective contracts. Compensation for compliance shall be included in the various items of the Work, and no additional compensation shall be allowed therefor.

402-7 NOTIFICATION

The Contractor shall notify the City Engineer and the owners of all Utilities and substructures not less than forty-eight (48) hours before starting construction. The following list of names and telephone numbers is intended for the convenience of the Contractor and is not guaranteed to be complete or accurate:

Agency: AT&T California
Phone Number: (626) 308-4347
Contact Person: Stephen Berkley

Agency: Southern California Gas Company
Phone Number: (714) 634-3253
Contact Person: Brian Ingram

Agency: Southern California Edison Company
Phone Number: (323) 720-5213
Contact Person: Marisa Castro-Salvati

Agency: San Gabriel Valley Water Company
Phone Number: (626) 448-6183
Contact Person: Leo Barrera



City Council Agenda Report

Agenda Item No. 7.e.

DATE: November 14, 2023

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: John Poehler, Director of Public Works

SUBJECT: CONSIDERATION AND APPROVAL OF RESOLUTION NO. 23-102, AWARDING A PROFESSIONAL SERVICES AGREEMENT (PSA) TO WEST COAST ARBORISTS, INC. FOR TREE MAINTENANCE SERVICES

SUMMARY: On September 12, 2023, the City Council approved the solicitation of written proposals for Citywide Tree Maintenance Services for the City of South El Monte. Three (3) proposals were received and evaluated by staff using the criteria listed on the Request for Proposal.

RECOMMENDED ACTION: Staff recommends City Council:

1. Find that the proposed action is not a project subject to the California Environmental Quality Act (CEQA) pursuant to Section 21065 of CEQA and Sections 15060(c)(2), 15060(c)(3), and 15378 of the State CEQA Guidelines and, as such, no environmental document pursuant to CEQA is required;
2. Adopt Resolution No. 23-102, awarding a Professional Services Agreement to West Coast Arborists, Inc. for Tree Maintenance Services in the amount of \$900,000; and
3. Authorize the City Manager or designee to negotiate and execute the agreement.

ENVIRONMENTAL ANALYSIS: The action proposed herein is not a project subject to the California Environmental Quality Act (CEQA) in accordance with Section 21065 of CEQA and State CEQA Guidelines Sections 15060(c)(2), 15060(c)(3), and 15378. Entering into an agreement for tree maintenance services is an administrative action that would not cause either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment. Therefore, the proposed action is not a "project" subject to CEQA, as defined in Section 21065 of CEQA and Section 15378 of the State CEQA Guidelines. Since the action is not a project subject to CEQA, no environmental document is required.

FISCAL/FINANCIAL IMPACT: The City Council has allocated \$40,000 for these services within the approved FY 2023/24 budget, and an additional \$260,000 will be allocated from the City's General Fund Balance.

DISCUSSION: On September 12, 2023 the City Council approved a Request For Proposal (RFP) for Tree Maintenance Services and authorized staff to solicit proposals for these services. Staff issued the RFP with a due date of October 16, 2023. In response to the City's RFP, proposals were received from three (3) providers:

- West Coast Arborists, Inc.
- North Star Land Care
- T&S Tree Services LLC

The three (3) proposals were reviewed independently by City Staff. The proposals were evaluated based on the established criteria identified in the RFP including compliance with the RFP requirements, proposal quality, project understanding, approach, methodology including responsiveness and flexibility, experience of assigned staff, similar project experience, schedule efficiency, and references. During the analysis, it was determined that both North Star Land Care and T&S Tree Services LLC failed to submit all of the required information as specified in the RFP. West Coast Arborist, Inc. was the sole bidder that fully complied with the submission requirements as stipulated by the City of South El Monte.

West Coast Arborists was established in 1972. They are a family-owned and operated union company—employing over 1,200 full-time employees providing tree maintenance and management services. West Coast Arborists serve over 330 municipalities and public agencies throughout California and Arizona. They specialize in providing tree maintenance services of all types that are necessary for a quality urban forest. As such, they were selected due to their abundant experience and expertise in providing the services and equipment necessary to perform timely and high-quality care for the City of South El Monte's trees.

Staff recommends awarding the Tree Maintenance Services contract to West Coast Arborists, Inc. The Professional Services Agreement is for a term of two (2) years and seven (7) months, starting December 1, 2023 through June 30, 2026. The City retains the sole discretion to renew for up to two (2) additional one-year terms from July 1st through June 30th. The total contract amount for the entire three (3)year contract term will not exceed \$900,000, with an annual cap not exceeding \$300,000 per fiscal year.

Staff report prepared by Andrés González, Senior Public Works Analyst.

ATTACHMENT(S):

- A. Resolution No. 23-102
- B. (SEM) West Coast Arborists Long Form Professional Services Contract (2023)

ATTACHMENT A

RESOLUTION NO. 23-102

**A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL
AWARDING A PROFESSIONAL SERVICES AGREEMENT TO
WEST COAST ARBORISTS, INC. FOR TREE MAINTENANCE
SERVICES FOR THE CITY OF SOUTH EL MONTE**

WHEREAS, the City solicited bids through a Request for Proposal ("RFP") for Tree Maintenance Services on September 14, 2023 with an October 16, 2023 due date; and

WHEREAS, the City received three (3) proposals from West Coast Arborists, Inc., North Star Land Care, and T&S Tree Services LLC; and

WHEREAS, reviewing the proposals submitted for the work to be performed pursuant to the RFP, City staff has determined and the City Council hereby finds that West Coast Arborists, Inc. is well qualified and exceeds the requirements set forth in the RFP; and

WHEREAS, the contract amount will not exceed \$900,000 during the three (3) year contract term with a \$300,000 not-to-exceed amount per fiscal year.

**NOW, THEREFORE, THE SOUTH EL MONTE CITY COUNCIL HEREBY RESOLVES
AS FOLLOWS:**

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

SECTION 2. The action proposed herein is not a project subject to the California Environmental Quality Act (CEQA) in accordance with Section 21065 of CEQA and State CEQA Guidelines Sections 15060(c)(2), 15060(c)(3), and 15378. Entering into an agreement for tree maintenance services is an administrative action that would not cause either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment. Therefore, the proposed action is not a "project" subject to CEQA, as defined in Section 21065 of CEQA and Section 15378 of the State CEQA Guidelines. Since the action is not a project subject to CEQA, no environmental document is required.

SECTION 3. Upon reviewing the bids submitted for the work to be performed pursuant to contract, the City Council hereby finds that West Coast Arborists, Inc. has submitted the best responsive bid for the tree maintenance services.

SECTION 4. The City Council hereby authorizes and directs the City Manager to execute a professional services agreement with West Coast Arborists, Inc. for Tree Maintenance Services, subject to review and approval by the City Attorney as to form, and consistent with the scope of the City Council's approval of this matter as set forth in the staff report including all contingency amounts and necessary approvals by the City for the work herein. The Council further directs the City Manager to take all actions necessary to effectuate the agreement as set forth herein.

SECTION 5: The City Clerk shall certify to the passage and adoption of this resolution.

PASSED, APPROVED and ADOPTED this 14th day of November 2023.

Gloria Olmos, Mayor

ATTEST:

Donna G. Schwartz, City Clerk

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF SOUTH EL MONTE)

I, Donna G. Schwartz, City Clerk of the City of South El Monte, do hereby certify that the foregoing Resolution, being Resolution No. 23-102 was passed and approved by the City Council of the City of South El Monte at a Regular meeting of said Council held on the 14th day of November 2023, and that said Resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donna G. Schwartz, City Clerk

ATTACHMENT B

CONTRACT SERVICES AGREEMENT

By and Between

CITY OF SOUTH EL MONTE

and

WEST COAST ARBORISTS, INC.

**AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF SOUTH EL MONTE AND
WEST COAST ARBORISTS, INC.**

THIS AGREEMENT FOR CONTRACT SERVICES (herein “Agreement”) is made and entered into this 14th day of November, 2023 by and between the CITY OF SOUTH EL MONTE, a California, a municipal corporation (“City”) and WEST COAST ARBORISTS, INC., a California corporation (“Consultant”). City and Consultant may be referred to, individually or collectively, as “Party” or “Parties.”

RECITALS

City has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the services defined and described particularly in Article 1 of this Agreement.

Consultant, following submission of a proposal or bid for the performance of the services defined and described particularly in Article 1 of this Agreement, was selected by the City to perform those services.

Pursuant to the City of South El Monte Municipal Code, City has authority to enter into and execute this Agreement.

The Parties desire to formalize the selection of Consultant for performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the “Scope of Services” attached hereto as Exhibit “A” and incorporated herein by this reference, which may be referred to herein as the “services” or “work” hereunder. As a material inducement to the City entering into this Agreement, Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be both of good quality as well as fit for the purpose intended. For purposes of this Agreement, the phrase “highest

professional standards” shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Consultant’s Proposal.

The Scope of Services shall include the Consultant’s scope of work or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

Consultant shall keep itself informed concerning, and shall render all services hereunder in accordance with, all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered.

1.4 Licenses, Permits, Fees and Assessments.

Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant’s performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.5 Familiarity with Work.

By executing this Agreement, Consultant warrants that Consultant (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Consultant discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Consultant shall immediately inform the City of such fact and shall not proceed except at Consultant’s risk until written instructions are received from the Contract Officer.

1.6 Care of Work.

The Consultant shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City’s own negligence.

1.7 Further Responsibilities of Parties.

Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

1.8 Additional Services.

City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual costs of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum or \$25,000, whichever is less; or, in the time to perform of up to one hundred eighty (180) days, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other Consultants. No claims for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.9 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed Nine Hundred Thousand Dollars (\$900,000.00) (the "Contract Sum"), and not exceed Three Hundred Thousand Dollars (\$300,000.00) per fiscal year unless additional compensation is approved pursuant to Section 1.8.

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion; (ii) payment in accordance with specified tasks or the percentage of completion of the services, less contract retention; (iii) payment for time and materials based upon the Consultant's rates as specified in the Schedule of Compensation, provided that (a) time estimates are provided for the performance of sub tasks, (b) contract retention is maintained, and (c) the Contract Sum is not exceeded; or (iv) such other methods as may be specified in the Schedule of Compensation.

2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual subcontractor expenses of an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending said meetings.

2.4 Invoices.

Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall contain all information specified in Exhibit "C", and shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Consultant shall not invoice City for any duplicate services performed by more than one person.

City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, or as provided in Section 7.3, City will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by City for any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.5 Waiver.

Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance.

Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding three (3) years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D"). The City may, in its sole discretion, extend the Term for two (2) additional one-year terms.

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Consultant.

The following principals of Consultant ("Principals") are hereby designated as being the principals and representatives of Consultant authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

(Name)

(Title)

(Name)

(Title)

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. All personnel of Consultant, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the foregoing Principals may not be replaced nor may their responsibilities be substantially reduced by Consultant without the express written approval of City. Additionally, Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Consultant shall notify City of any changes in Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

4.2 Status of Consultant.

Consultant shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Consultant, nor any of Consultant's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim Consultant may have to any such rights.

4.3 Contract Officer.

The Contract Officer shall be John Poehler Public Works Director, or such person as may be designated by the City Manager. It shall be the Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Consultant shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Consultant.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Consultant's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Consultant shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant. Consultant represents and warrants that the personnel used to provide services to the City pursuant to this Agreement are classified by Consultant as employees and that Consultant issues or will issue a W-2 to such personnel.

In the event that Consultant or any employee, agent, subcontractor, or independent contractor of Consultant providing services under this Agreement claims or is determined by a federal or state agency, a court of competent jurisdiction, or the California Public Employees' Retirement System ("CalPERS") to be classified as other than an independent contractor for the City, then Consultant shall indemnify, defend, and hold harmless the City for the payment of any and all assessed fines, penalties, judgments, employee and/or employer contributions, and any other damages and costs assessed to the City as a consequence of, or in any way attributable to, the assertion that Consultant or any of Consultant's personnel used to provide the Services under this Agreement are other than independent contractors of the City.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of City.

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

Without limiting Consultant's indemnification of City, and prior to commencement of any services under this Agreement, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City.

(a) General liability insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$2,000,000 per occurrence, \$4,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(b) Automobile liability insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

(c) Professional liability (errors & omissions) insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

(d) Workers' compensation insurance. Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).

(e) Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.

(f) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit "B".

5.2 General Insurance Requirements.

(a) Proof of insurance. Consultant shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

(b) Duration of coverage. Consultant shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property, which may

arise from or in connection with the performance of the Services hereunder by Consultant, its agents, representatives, employees or subconsultants.

(c) Primary/noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

(d) City's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(e) Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or that is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

(f) Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(g) Enforcement of contract provisions (non-estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

(h) Requirements not limiting. Requirements of specific coverage features or limits contained in this section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

(i) Notice of cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

(j) Additional insured status. General liability policies shall provide or be endorsed to provide that City and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

(k) Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

(l) Separation of insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

(m) Pass through clause. Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to City for review.

(n) Agency's right to revise specifications. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City and Consultant may renegotiate Consultant's compensation.

(o) Self-insured retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by City.

(p) Timely notice of claims. Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(q) Additional insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

5.3 Indemnification.

To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents (“Indemnified Parties”) against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein “claims or liabilities”) that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable (“indemnitors”), or arising from Consultant’s or indemnitors’ reckless or willful misconduct, or arising from Consultant’s or indemnitors’ negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

Consultant will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys’ fees incurred in connection therewith;

Consultant will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Consultant hereunder; and Consultant agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Consultant for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Consultant hereunder, Consultant agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys’ fees.

Consultant shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Consultant shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Consultant in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City’s sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City’s negligence, except that design professionals’ indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination or expiration of this Agreement.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the “books and records”), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Consultant’s business, custody of the books and records may be given to City, and access shall be provided by Consultant’s successor in interest. Notwithstanding the above, the Consultant shall fully cooperate with the City in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

6.2 Reports.

Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Consultant hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the “documents and materials”) prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City’s sole risk and without liability to Consultant, and Consultant’s guarantee and warranties shall not extend to such use, reuse or assignment. Consultant may retain copies of such documents for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Moreover, Consultant with respect to any documents and materials that may qualify as

“works made for hire” as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed “works made for hire” for the City.

6.4 Confidentiality and Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Contract Officer.

(b) Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered “voluntary” provided Consultant gives City notice of such court order or subpoena.

(c) If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorney’s fees, caused by or incurred as a result of Consultant’s conduct.

(d) Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

7.2 Disputes; Default.

In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Consultant's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

7.3 Retention of Funds.

Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Consultant to insure, indemnify, and protect City as elsewhere provided herein.

7.4 Waiver.

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.6 Legal Action.

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code Sections 905 et seq. and 910 et seq., in order to pursue a legal action under this Agreement.

7.7 Liquidated Damages.

Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the City the sum of \$500.00 (Five Hundred Dollars) as liquidated damages for each working day of delay in the performance of any service required hereunder, as specified in the Schedule of Performance (Exhibit "D"). The City may withhold from any monies payable on account of services performed by the Contractor any accrued liquidated damages. Pursuant to Government Code Section 4215, Contractor shall not be assessed liquidated damages for delay in completion of the project when such delay was caused by the failure of the public agency or owner of the utility to provide for removal or relocation of utility facilities.

7.8 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.9 Termination for Default of Consultant.

If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and

prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

7.10 Attorneys' Fees.

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Contract Officer. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects her/his financial interest or the financial interest of any corporation, partnership or association in which (s)he is, directly or indirectly, interested, in violation of any State statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination.

Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class in the performance of this Agreement. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class.

8.4 Unauthorized Aliens.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C. § 1101 *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer (with her/his name and City title), City of South El Monte, 1415 Santa Anita Avenue, South El Monte, California 91733 and in the case of the Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.3 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

9.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.6 Warranty & Representation of Non-Collusion.

No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "noninterests" pursuant to Government Code Sections 1091 or 1091.5. Consultant warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Consultant further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant's Authorized Initials _____

9.7 Corporate Authority.

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally

bound to the provisions of this Agreement, and (iv) that entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[SIGNATURES ON FOLLOWING PAGE]

DRAFT

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF SOUTH EL MONTE, a municipal corporation

Gloria Olmos, Mayor

ATTEST:

Donna G. Schwartz, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Anthony R. Taylor, City Attorney

CONSULTANT:

WEST COAST ARBORISTS, INC., a California Corporation

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Address: _____

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2023 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER

TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED
☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER _____

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER IS REPRESENTING:

(NAME OF PERSON(S) OR ENTITY(IES))

SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2023 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER

TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED
☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER _____

SIGNER IS REPRESENTING:

(NAME OF PERSON(S) OR ENTITY(IES))

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"

SCOPE OF SERVICES

I. Consultant will perform the following Services:

- A. Develop City-wide Tree Trimming Schedule: The Consultant shall develop a City-wide Tree Trimming Schedule ("Schedule") that ensures trees within the City are maintained on an annual basis; Schedule should consider species of trees and may recommend that certain trees are trimmed on a bi-annual basis.
- B. Execute the City-wide Tree Trimming Schedule: Upon development of the Schedule, Consultant shall follow said Schedule to ensure that trees within the City are maintained according to Schedule, including complete removal and disposal services of all cut materials.
- C. Update and Maintain the City's Tree Database: Update the City's Tree Database with the location and other information of trees which Consultant interacts with.
- D. Provide Emergency Tree Trimming and Tree Removal Services if requested by the City.
- E. Consultant's work shall be completed under the direction of an International Society of Arboriculture (ISA) certified arborist or a consulting arborist that is a member of the American Society of Consulting Arborists (ASCA).
- F. All work shall be performed to American National Standards Institute (ANSI) A300 standards.
- G. Work that impacts the sidewalks of the City's streets shall only commence when "Sidewalk Closed" signs are placed at either end of the area affected by the work.
- H. Work that impacts shoulders of City streets shall only commence when "Shoulder Work Ahead" signs are placed and include traffic cones placed around the area affected by the work.
- I. On-call work must be authorized by the City in a written work order.

II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the City:

- A. Prior to conducting any work which will impact more than one lane of a City street, the Consultant shall submit a written traffic control plans. Work will only proceed upon the City's approval of the same.
- B. City-wide Tree Trimming Schedule.
- C. Updated Tree Inventory.

III. In addition to the requirements of Section 6.2, during performance of the Services, Consultant will keep the City appraised of the status of performance by delivering the following status reports:

- A. Monthly Status Conference Call with Contract Officer, to update City on work completed, work to be completed

IV. All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.

V. Consultant will utilize the following personnel to accomplish the Services:

- A. Consultant shall use qualified and professional personnel to accomplish the Services.

EXHIBIT "B"

SPECIAL REQUIREMENTS

(Superseding Contract Boilerplate)

I. *Section 9.8, Performance Bond, is hereby amended to read as follows:*

9. 8 Performance Bond.

a) A Performance Bond in the amount of two months' contract charge of the proposal shall be required prior to entering into a contract. The City will permit substitution of approved securities for moneys retained on contract.

b) A performance bond or certified check payable to the City of South El Monte, in the amount equal to two months' base contract charge will be required of the successful proposer within five (5) business days after notification of award. These funds will be used to continue service in the event the Contractor fails to comply with the specifications, terms and conditions. If any subcontractors are to be used in the performance of this contract, the sub -contractors must furnish their own performance bonds or security checks.

II. *Section 9.9, Labor and Materials Bond, is hereby amended to reads as follows:*

9.9. Labor and Materials Bond.

A labor and materials bond in the amount of 100% of the contract price is required.

III. *Section 9.9, Affidavit of Non-Collusion*

9. 10 Affidavit of Non-Collusion.

The Consultant shall submit an Affidavit of Non-Collusion on a form approved by the City.

IV. *Section 9. 11, Claims History*

9. 11 Claims History.

The Consultant shall submit summary of all prior claims in accordance with the City' s Claims History" Policy.

EXHIBIT "C"

SCHEDULE OF COMPENSATION

I. Consultant shall perform the following tasks at the following rates:

SCHEDULE OF COMPENSATION

I. Consultant shall perform the following tasks at the following rates:

DESCRIPTION	UNIT	UNIT PRICE
Routine Annual Tree Trimming on Grid Basis	per tree	\$ 64.00
AESTHETIC OR SERVICE REQUEST PRUNING		
0-6" dbh	per tree	\$ 64.00
7-12" dbh	per tree	\$ 144.00
13-18" dbh	per tree	\$ 200.00
19-24" dbh	per tree	\$ 270.00
25-36" dbh	per tree	\$ 344.00
37" dbh & over	per tree	\$ 344.00
PALM TREE TRIMMING		
Coco Palm, any size	per tree	
Washington Palm, any size	per tree	\$ 79.00
Canary Island Date Palm, any size	per tree	\$ 79.00
		\$ 200.00
Tree Removal		
Tree and stump removal 0-24"	per diameter inch	
Tree removals over 25" dbh	per diameter inch	\$ 54.00
Stump only removal	per inch	\$ 64.00
		\$ 22.00
<u>TREE PLANTING (Includes labor, tree and 90-day watering)</u>		
15-gallon tree	per tree	\$ 244.00
24-inch box tree	per tree	\$ 474.00
36-inch box tree	per tree	\$ 1,294.00
TREE WATERING	per day	\$ 800.00
CREW RENTAL		
3-man crew with equipment	per hour	\$ 300.00
2-man crew with equipment	per hour	\$ 200.00
1-man crew with equipment	per hour	\$ 100.00
SPECIALTY EQUIPMENT	per hour	\$ 174.00
EMERGENCY RESPONSE		
3-man crew with equipment (Evening, weekend, or holiday call-out)	per hour	\$ 420.00
<u>TREE INVENTORY SOFTWARE</u>		
	annually	\$ 0
GPS INVENTORY	per tree site	\$ 4.00
<u>TREE INVENTORY UPDATES</u>		
(Adding new sites and/or work history)	per hour	\$ 100.00

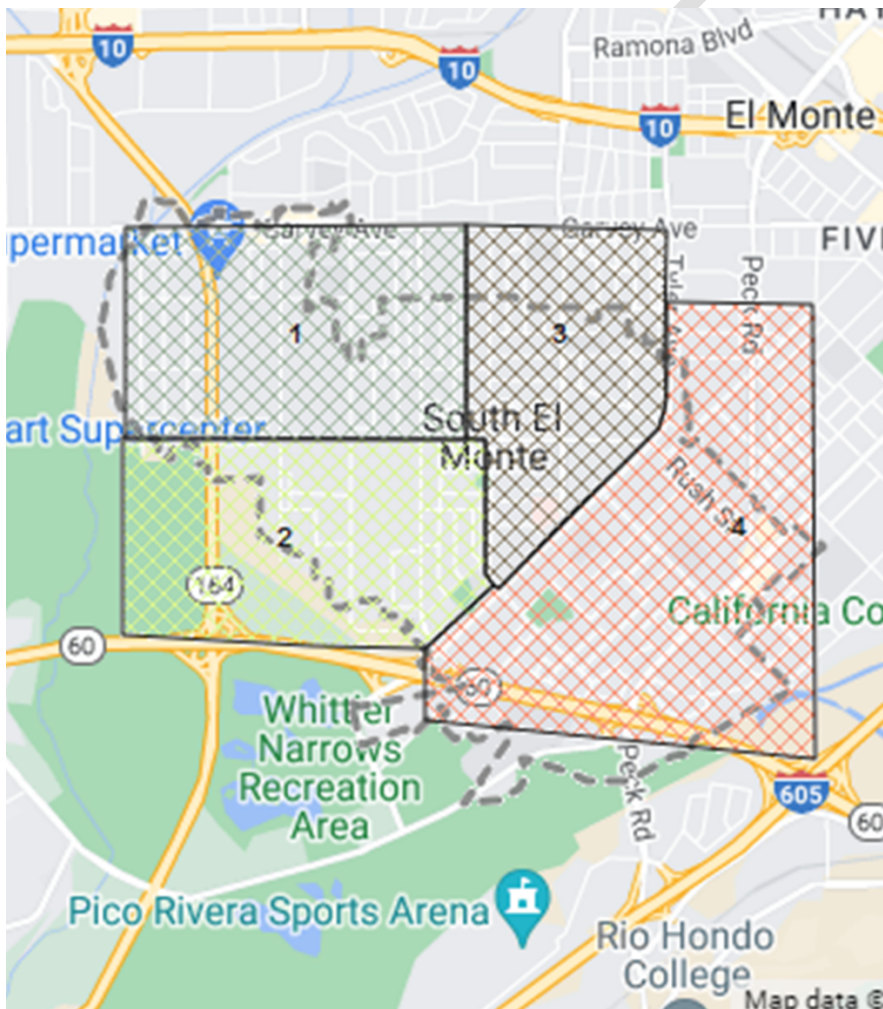
- II. A retention of ten percent (10%) shall be held from each payment as a contract retention to be paid as part of the final payment upon satisfactory completion of services.**
- III. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task subbudget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.8.**
- IV. The City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:**
- A. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.**
 - B. Line items for all materials and equipment properly charged to the Services.**
 - C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.**
 - D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.**
- V. The total compensation for the Services shall not exceed the Contract Sum as provided in Section 2.1 of this Agreement. The Consultant is responsible for submitting written notice to the City upon the exhaustion of 85% of contractual funds.**

EXHIBIT “D”

SCHEDULE OF PERFORMANCE

I. Consultant shall perform all services timely in accordance with the following schedule:

All services shall be performed on an ongoing maintenance schedule pursuant to the City -Wide Tree Trimming Schedule developed by Consultant and approved by the Contract Officer. Consultant shall also conduct any emergency services are required and requested by the Contract Officer. The consultant will alternate their focus each year between Grids 1 and 2, and Grids 3 and 4. In FY 23-24, the consultant will prioritize services in Grids 3 and 4.



II. Consultant shall deliver the following tangible work products to the City by the following dates.

- A. Prior to conducting any work which will impact more than one lane of a City street, the Consultant shall submit a written traffic control plans. Work will only proceed upon the City' s approval of the same.
- B. City -Wide Tree Trimming Schedule — 30 days following the Effective Date.
- C. Updated Tree Inventory — 30 days prior to the end of the Term

III. The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.



City Council Agenda Report

Agenda Item No. 7.f.

DATE: November 14, 2023

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: John Poehler, Director of Public Works

SUBJECT: CONSIDERATION AND APPROVAL OF RESOLUTION NO. 23-103, AWARDING A PROFESSIONAL SERVICES AGREEMENT (PSA) TO LOC ARCHITECTS FOR ARCHITECTURAL DESIGN SERVICES FOR NEW TEMPLE PARK MULTI-PURPOSE/ COMMUNITY ROOM, SNACK BAR, AND RESTROOM REHABILITATION

SUMMARY: Staff seeks City Council approval to award a Professional Services Agreement (PSA) to LOC Architects for Architectural Design Services for New Temple Park Multi-Purpose/Community Room, Snack Bar, and Restroom Rehabilitation.

RECOMMENDED ACTION: Staff recommends City Council:

1. Find that the proposed action is not a project subject to the California Environmental Quality Act (CEQA) pursuant to Section 21065 of CEQA and Sections 15060(c)(2), 15060(c)(3), and 15378 of the State CEQA Guidelines and, as such, no environmental document pursuant to CEQA is required;
2. Adopt Resolution No. 23-103, awarding a PSA to LOC Architects for Architectural Design Services for New Temple Park Multi-Purpose/ Community Room, Snack Bar, and Restroom Rehabilitation in the amount of \$138,400.00; and
3. Authorize the Mayor or designee to negotiate and execute the agreement.

ENVIRONMENTAL ANALYSIS: The action proposed herein is not a project subject to the California Environmental Quality Act (CEQA) in accordance with Section 21065 of CEQA and State CEQA Guidelines Sections 15060(c)(2), 15060(c)(3), and 15378. Entering into an agreement for architectural design services is an administrative action that would not cause either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment. Therefore, the proposed action is not a "project" subject to CEQA, as defined in Section 21065 of CEQA and Section 15378 of the State CEQA Guidelines. Since the action is not a project subject to CEQA, no environmental document is required.

FISCAL/FINANCIAL IMPACT: The projected total project cost is \$1,450,000.00, with \$671,000.00 in funding provided by the California Natural Resources Agency Grant (CNRA), \$200,000.00 from the State of California Specified Grant, \$200,000.00 from Measure A Park Grant. The remaining \$200,000.00 will be sourced from the Quimby In Lieu Fund.

The proposed services from LOC Architects for Architectural Design Services for New Temple Park Multi-Purpose/Community Room, Snack Bar, and Restroom Rehabilitation in the amount of \$138,400.00 will be funded through the CNRA Grant. Staff will return to City Council to establish construction budget after design documents (plans, specifications and engineer's estimate) are completed.

DISCUSSION: The project is located at New Temple Park, 1450 Lidcombe Ave, South El Monte, CA 91733. The proposed project involves construction of a new community center at New Temple Park that will feature a community room, snack bar and ADA-compliant restrooms. The current restroom and community room will be demolished while the snack bar will remain and be used for storage.

Since the design of these improvements will need to be submitted to the Division of the State Architect's Office (DSA), regulatory code requirements such as ADA accessibility will need to be addressed.

The primary objective of the project is to have the selected design consultant provide a complete PS&E (plans, specifications and estimates) approved by all involved—including, but not limited to jurisdictional and regulatory agencies. Further, the completed PS&E must be ready for construction bidding for the improvements outlined in the RFP and attached documents, including meeting all permit requirements to obtain a permit from the DSA.

On September 12, 2023, the City Council authorized staff to issue a RFP for Architectural Design Services for New Temple Park Multi-Purpose/Community Room, Snack Bar, and Restroom Rehabilitation.

On September 12, 2023, staff issued a RFP for Architectural Design Services for New Temple Park Multi-Purpose/Community Room, Snack Bar, and Restroom Rehabilitation with a proposal due date of October 11, 2023. One (1) firm submitted a proposal: LOC Architects. The proposal was evaluated based on the established criteria identified in the RFP including compliance with the RFP requirements, proposal quality, project understanding, approach, methodology including responsiveness and flexibility, experience of assigned staff, similar project experience, schedule efficiency, and references.

Staff reviewed the proposal and determined that the proposal from LOC Architects was the most qualified pursuant to the City's purchasing policy. LOC Architects' proposal demonstrated the best understanding of the requested services. In its proposal, LOC Architects showed experience on similar projects including office renovation, warehouse conversion with multiple public agencies, including schools and municipalities. Staff contacted the listed references on LOC Architects' proposal including Alliance College Ready Public Schools, City of Santa Ana, Crossroads School and Charles Drew University, and received positive feedback on the quality of the work provided by LOC Architects. Furthermore, the proposed team and project manager demonstrates required

qualifications and experience.

Staff recommends that the City Council approve a Professional Services Agreement with LOC Architects as the most qualified consultant to provide Architectural Design Services for New Temple Park Multi-Purpose/Community Room, Snack Bar, and Restroom Rehabilitation for a total amount of \$138,400.00 and authorize the Mayor to execute the agreement.

Staff report prepared by Andrés González, Senior Public Works Analyst.

ATTACHMENT(S):

- A. Resolution No. 23-103
- B. Technical Proposal
- C. Fee Proposal
- D. (SEM) LOC Architects Long Form Professional Services Contract (2023)

ATTACHMENT A

RESOLUTION NO. 23-103

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL AWARDING PROFESSIONAL SERVICE AGREEMENT TO LOC ARCHITECTS FOR ARCHITECTURAL DESIGN SERVICES FOR NEW TEMPLE PARK MULTI-PURPOSE/ COMMUNITY ROOM, SNACK BAR, AND RESTROOM REHABILITATION

WHEREAS, on September 12, 2023, the City Council authorized staff to issue a Request for Proposals (RFP) for Architectural Design Services for New Temple Park Multi-Purpose/Community Room, Snack Bar, and Restroom Rehabilitation; and

WHEREAS, on September 12, 2023, City staff issued a Request for Proposal (RFP) for Architectural Design Services for New Temple Park Multi-Purpose/Community Room, Snack Bar, and Restroom Rehabilitation with a proposal due date of October 11, 2023 ; and

WHEREAS, the City received one (1) proposal from LOC Architects; and

WHEREAS, the City evaluated the proposal and determined that LOC Architects was the most qualified pursuant to the City's purchasing policy and its proposal demonstrated the best understanding of the requested services; and

WHEREAS, LOC Architects showed experience on similar projects including office renovation, warehouse conversion with multiple public agencies, including schools and municipalities; and

WHEREAS, City staff contacted LOC Architects' references including Alliance College Ready Public Schools, City of Santa Ana, Crossroads School and Charles Drew University, and received positive feedback on the quality of the work provided by LOC Architects.

NOW, THEREFORE, THE SOUTH EL MONTE CITY COUNCIL HEREBY RESOLVES AS FOLLOWS:

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

SECTION 2: The action proposed herein is not a project subject to the California Environmental Quality Act (CEQA) in accordance with Section 21065 of CEQA and State CEQA Guidelines Sections 15060(c)(2), 15060(c)(3), and 15378. Entering into an agreement for architectural design services is an administrative action that would not cause either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment. Therefore, the proposed action is not a "project" subject to CEQA, as defined in Section 21065 of CEQA and Section 15378 of the State CEQA Guidelines. Since the action is not a project subject to CEQA, no environmental document is required.

SECTION 3: Upon reviewing the proposals submitted for Architectural Design Services for New Temple Park Multi-Purpose/Community Room, Snack Bar, and Restroom Rehabilitation, the City Council hereby finds that LOC Architects has submitted the most qualified proposal pursuant to the City's purchasing policy, in the amount of \$138,400.00.

SECTION 4: The City Council hereby authorizes the Mayor to take all actions necessary to effectuate and execute a professional service agreement with LOC Architects in the amount of \$138,400, subject to the approval by the City Attorney as to form.

SECTION 5: The City Clerk shall certify to the passage and adoption of this resolution.

PASSED, APPROVED AND ADOPTED this 14th day of November 2023.

Gloria Olmos, Mayor

ATTEST:

Donna G. Schwartz, City Clerk

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF SOUTH EL MONTE)

I, Donna G. Schwartz, City Clerk of the City of South El Monte, do hereby certify that the foregoing Resolution, being Resolution No. 23-103 was passed and approved by the City Council of the City of South El Monte at a regular meeting of said Council held on the 14th day of November 2023 and that said Resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donna G. Schwartz, City Clerk

LOC Architects

RFP

**ARCHITECTURAL DESIGN SERVICES
FOR
NEW TEMPLE PARK MULTI-PURPOSE/COMMUNITY
ROOM, SNACK BAR, AND RESTROOM REHABILITATION
CITY OF SOUTH EL MONTE**

OCTOBER 11, 2023

COVER LETTER

October 11, 2023

Mr. Rene Salas
City Manager
City of South El Monte
1415 Santa Anita Ave.
South El Monte CA 91733

Dear Mr. Salas

LOC is pleased to present you with these qualifications and to provide complete architectural services for the project at New Temple Park. We feel that we will be a great fit for this project due to our extensive experience in public and educational projects in Southern California.

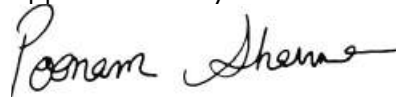
LOC is an award-winning group of young architects that is deeply committed to the quality of the built environment of our educational environments. Our focus on human-centered experience makes us uniquely suited to take on the challenges of new facilities that serve the leaders of the future while working to embrace sustainable principles. We would like to bring our extensive experience in designing educational environments to contribute to your mission to be **The City of Achievement**. LOC would make an excellent choice to assist the city in many of their goals, most importantly in helping to provide a safe, inviting, innovative, relevant and inspiring civic environments for the following reasons:

- Our firm's personnel have a successful track record in creating vibrant educational and performing arts environments, including:
 - A 12 year relationship with Crossroads School for Arts and Sciences, a private K-12 institution in Santa Monica, CA, having completed a master plan and multiple classroom buildings including visual and performing arts classrooms and a black box theater.
 - A 15,000 SF MPR and classroom addition and renovation for City of Knowledge School, a K-12 Islamic school in Pomona, CA, currently under construction.
 - Multiple Montessori preschool classroom buildings
 - The design of a campus facility at Charles Drew University containing a medical and dental clinic and food bank, a community garden, and a new surface parking lot.
 - Several projects with Alliance College Ready Charter Schools including the conversion of a library to counselor's offices, and a CUP modification to change the use of an existing school, a ground up 10,000 sf classroom building in South Los Angeles, currently in permitting, and a project to provide additional outdoor and classroom space in Huntington Park.
- Knowledge of and experience implementing the most current educational technology and spatial strategies for enhancing educational outcomes.
- Award-winning and widely published work.
- A young and agile firm that can effectively respond to our clients' needs and schedules
- Readiness: Our firm has several large scale projects reaching their construction completion and plan check submittals and will be able to devote our resources to the successful implementation of the requirements of this project.
- A collaborative work process that builds long term relationships and can effectively leverage your institution's human and technical capital.

- A deep dedication to sustainable principles. LOC has been recognized for its implementation of sustainable practices in response to the challenges that our cities and our planet are facing as a result of climate change. We are signatories to the AIA 2030 Challenge that maps a path for the design community to reduce the climate change impacts of new construction and major renovation projects through our implementation of design strategies, energy efficient technologies, on-site renewable energy systems.
- Ability to navigate various public agencies for planning and permitting. Our firm has successfully obtained planning and plan check approval in the City of Los Angeles, City of Santa Monica, Santa Barbara, West Hollywood, and other local and out of state jurisdictions. As the challenges of 2020 arose, we have been able to quickly adapt to changing protocol in obtaining these approvals.
- LOC is a certified DBE (Disadvantaged Business Enterprise), SBE (Small Business Enterprise), MBE (Minority Business Enterprise), SABE (Subcontinent Asian Business Enterprise), LBSE (Local Small Business Enterprise) and a SDB (Small Disadvantaged Business).

Our principals, Ali Jeevanjee and Poonam Sharma are deeply dedicated to the thoughtful design of educational spaces. As LOC is small firm, both principals will remain fully involved in the project from start to end. We have assembled a team that has worked together successfully to deliver similar types of project for similar clients, creating stellar spaces that respond to the modern needs of today's students, inspiring the occupants to have ownership over these spaces, while adhering to the constraints of both time and budget. Our dedication to sustainable practices informs our design decisions and helps to create spaces that are healthy for the students and the faculty through the introduction of natural ventilation, natural lighting, and constantly finding opportunities for materials and systems that anchor the community to a responsible future.

Our combination of deep experience with the design of educational and civic experience and the capabilities of young, dynamic firm make LOC uniquely suited to assist your team in the development of your parks. Our proven track record with multiple projects with institutions over the past decade has prepared us well to seek out a relationship with the City of El Monte. In appreciation of your consideration,



Poonam Sharma
Principal
LOC Architects
poonam@loc-arch.com
213-537-0480

This proposal is valid for 120 days.

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Cover Letter

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APPROACH AND SCOPE OF WORK

Scope

The City of South El Monte is seeking to engage a team to provide full architectural services to remove the existing facilities and to construct new facilities to include the following:

- Multipurpose/Community Room to house community events and elementary school after school programs for an occupant load of 75.
- Snack bar to include existing equipment and a 3-compartment sink, a hand-washing sink, a commercial refrigerator, small office and storage.
- ADA compliant restrooms with 4 toilet fixtures for women. One restroom accessible from interior.
- Sink within Multipurpose room
- Shade structure

Approach

LOC Architects has a long and successful track record of utilizing its design ability and approach in the service of educational institutions in the planning and development of their facilities and campuses. Our design ability and approach is governed by the basic principles of analysis, iteration, and listening.

The analysis component of our methodology involves gathering all of the available information and client input and then synthesizing these into a legible format. This typically involves extensive conversations with stakeholders and extensive time spent at the site making observations. This process endows us with a deep understanding of a project's site and context, and the issues those present, as well as the existing character and materials that need to be responded to thoughtfully. This process also enables us to clearly articulate a project's technical and functional needs and confirm these with the stakeholders.

The iterative step in our approach allows us to propose numerous solutions to the problem(s) we have articulated in the analysis phase. This approach has allowed us study numerous test fits and workstation layouts in the design of administrative and office space, unit layouts and circulation in housing projects, or classroom types and configuration in classroom projects.

Listening is a critical component of this methodology as it ensures that stakeholder responses are heard and incorporated into subsequent iterations, such that the design process becomes one of carefully crafting the right solution for the problem at hand. Moreover, the process of listening ensures that our projects are designed primarily around the consideration of the experiences of the end users

This process of analysis, iteration and listening has been successfully applied to classroom, office, and housing projects for a number of institutional clients, many of which we have worked on numerous projects over the course of many years. This track record confirms that we can assist our clients in meeting their goals, whatever they are, and can do so working in a variety of project types.

Quality Control/ Document Control

Our QA/QC systems are pre-designed to be integral and ongoing with the project development process. The basis of our approach is to clearly define the three components of the QA/QC process, namely Design Input Requirements, Design Output Requirements, and finally Design Verification Systems.

Design Input Requirements

These define the design criteria requirements in terms of program, design, construction cost and schedule, energy efficiency, code and zoning, neighborhood and site response, maintenance and operating costs, etc. Clearly defining the goals is fundamental to guiding and facilitating the decision-making process. These criteria establish the basis for all alternative design approach evaluations.

Design Output Requirements

These define the drawings, models, specifications, cost estimates, tabulation analyses and reports that are required to evaluate the design responsiveness to the design criteria.

Design Verification Systems

These define and schedule a system of document exchanges and meetings that are used to facilitate confirmation of design intent, conformance and coordination. They take place in the form of client meetings, project meetings, internal design reviews, cross-disciplinary design reviews, document checking and multi-disciplinary document coordination efforts.

Defining the goals and defining the exhibits and activities required to evaluate compliance with the goals, and defining an on-going method of monitoring the completion of goals is fundamental to the success of our QA/QC system.

All of our projects are documented through BIM and our engineers work with us in BIM360. This allows for better coordination between disciplines, improved accuracy, increased efficiency, and enhanced communication with users and collaborators.

Cost Control

Fundamental to LOC's approach and commitment to cost control is the use of cost estimating as a basic design tool. We take pride in our excellent record of cost control, and attribute this success to the inclusion of cost analysis as an integral part of each phase of the design process. It is generally not recognized that most critical decisions affecting cost are made in the initial stages of design. The ability to manipulate costs decreases as the project moves forward.

At the schematic design phase, our costing approach is based on an evaluation of the system types anticipated for the project by the architect and each of the primary engineers. The structural alternates of concrete, steel or wood, plus alternate framing modules are tested in terms of costs. Similarly, alternate mechanical systems, electrical distribution systems and alternate architectural enclosure systems can be tested in order to establish a conceptual cost. At this juncture, major design and program decisions may either be

affirmed or altered to control the project costs.

At the design development phase, a square footage methodology is employed wherein average unit costs for composite systems are applied to more carefully defined area take-offs for the actual components. This estimates a greater degree of accuracy. Manipulations of cost at this phase are directed at secondary systems in the building(s).

The final estimate is performed part way through the contract documents phase, typically on drawings that are submitted for plan check. The methodology utilized is itemized units. Composite units such as concrete walls are broken into their component parts: concrete, rebar, forms and finishing. This estimate is used both to confirm the project cost as well as a bid evaluation guide.

One component of the cost control is value engineering. Value engineering is the basic evaluation of equivalent elements, specific components or selected systems of any project. The value engineering comparison is prepared by analyzing the scope and cost of two or more elements, components or systems of equal or unequal quality and performance. Throughout the design period, budget constraints and value decisions are applied to key systems, components or elements of the project. Through the use of value engineering, a positive decision-making base is available to the owner, architect, engineers and consultants. The objective is to allow maximum latitude, consistent with budget and quality, in the design and decision-making process.

Schedule

Our aim at LOC, on every project that we take on, is to complete them on time, on budget, with the appropriate scope, and meeting all of the stated technical requirements. But our overarching goal is to be responsive to the specifics of the program, the specifics of which typically require a careful interrogation of the site and the stakeholders in order to be clearly articulated. Our success in this is evidenced by the many long-term client relationships that LOC has maintained, clients that are confident in our ability to meet these goals and deliver for them the results they need.

With all of our civic and educational clients, scheduling is a critical technical constraint, as the occupancy of educational facilities is tied to inflexible academic calendars and the windows for construction work are typically very short. On our renovation of the 17,000 sf Lushing building for Crossroads School, this required quick production work from LOC and rapid decision making from the Owner. In addition, plan check was initiated with partially complete construction documents, such that construction documents could be completed during the review period and the completed documents could be resubmitted and ultimately approved.

In every case, LOC has synthesized the project requirements into a clear solution, and then successfully overcome a series of constraints to deliver this vision as intended. Our success in doing this is why LOC has been able to develop and maintain long term relationships with many institutions.

SCHEDULE

LOC is responsible for facilitating the project's design and planning process within the constraints of the Owner, governing authorities, and sub-consultants' requirements. LOC is always committed to producing the ideal project for the Owner within the stated requirements and identified constraints.

All work to begin November 06, 2023 and final drawings, specifications, and estimates to be submitted within 4 months per RFP.

Demo Permit 2 weeks (concurrent with Schematic Design)

- Develop plans and specifications required by the Department of Building and Safety
- Obtain a permit from the Department of Building and Safety.

Schematic Design 3 weeks

- Develop program with city representatives and provide written narrative of project scope.
- Based upon a detailed review of the program, test fits site constraints, and budget requirements, LOC shall develop a set of schematic design documents illustrating the scale and relationship of the project components.
- These drawings shall include a site plan, building plans, sections and elevations.
- Deliverables (1): One set of schematic design documents.
- Renderings: (3) conceptual electronic renderings.
- Meetings (2): 1. 50% schematic design review; 2. 100% schematic design review for approval.
- Allowable Revisions: Any revisions that do not revisit approved decisions documented in the test fits
- LOC confirms that this effort shall be completed in three weeks.

Design Development 5 weeks

- Upon the Owner's approval of Schematic Design, LOC shall refine the design to include more detailed information i.e. refine location of furniture, walls, doors, windows per Owner's comments. Develop Site Plan, Floor Plans, Building sections, Exterior Elevations, and Schedules as necessary.
- Prepare and present exterior and interior material and finish samples. Assist the Owners in selection.
- Assist the Owners in selecting fixtures, appliances, door and window systems, and related hardware.
- Typical construction details and equipment layouts shall be determined.
- Deliverables (1): One set of design development documents.
- Renderings: (3) conceptual electronic renderings updated to reflect material selection etc.
- Meetings (2): 1. 50% design development review; 2. 100% design development review for approval.
- Allowable Revisions: Any revisions that do not revisit approved decisions documented in the schematic design documents.
- LOC confirms that this effort shall be completed in six weeks.

Construction Documents

9 weeks

Develop thorough drawings required for City submittal and Bidding (Site Plan, Floor Plans, Electrical/ Lighting Plans, Interior and Exterior Elevations, Building Sections, Details) incorporating any structural or sub-consultant requirements that are intended for construction.

- Establish in detail the quality level of materials and system used in the project.
- Deliverables (2): 1. one set of permit submittal documents; 2. one set of bid documents.
- Renderings: N/A
- Meetings (2): 1. 50% construction documents review; 2. 100% construction documents review for approval.
- Allowable Revisions: Any revisions that do not revisit approved decisions documented in the design development documents.
- LOC confirms that this effort shall be completed in twelve weeks.

Plan Check and Bidding

per DSA and City of South El Monte

- Submit drawings for Plan Check review by DSA
- Assist in bidding process, provide additional clarification/ information/ addenda as necessary.
- Review and address DSA issued Plan Check corrections as well as any required departmental clearances.
- Obtain Ready to Issue certificate.
- Deliverables (2): 1. plan check corrections as necessary; 2. Ready to Issue certificate
- Renderings: N/A
- Meetings : N/A
- Allowable Revisions: Any revisions that do not revisit approved decisions documented in the approved construction documents.
- The duration of the plan check process is not entirely within the control of the Architect, but LOC shall make every effort to conclude it within the allotted time.

Construction Observation

- LOC shall visit the site once a week to ensure that the project is being built in conformance with the Contract Documents.
- LOC shall respond to RFI's and submittals in a timely fashion
- LOC shall review and certify the amounts due the Contractor and shall issue certificates in such amounts.
- Deliverable: N/A
- Renderings: N/A
- Meetings (20): Weekly on-site OAC meeting
- Allowable Revisions: Any revisions necessary to accommodate unforeseen site conditions.
- The duration of the construction process is not entirely within the control of the Architect, but LOC shall make every effort to assist the contractor in meeting scheduled milestones.

PROJECT TEAM, KEY PERSONNEL, AND RESUMES

ORGANIZATIONAL CHART

CLIENT

CITY OF SOUTH EL MONTE

ARCHITECT

LOC Architects

Poonam Sharma, Principal in Charge, Senior Project Manager
Ali Jeevanjee, Senior Architect, Architect
Aashna Singh, Project Designer
Jagger Chen, Project Designer

CIVIL
ENGINEER

G&G

Lionel Garcia
Principal in Charge

STRUCTURAL
ENGINEER

G&G

Lionel Garcia
Principal in Charge

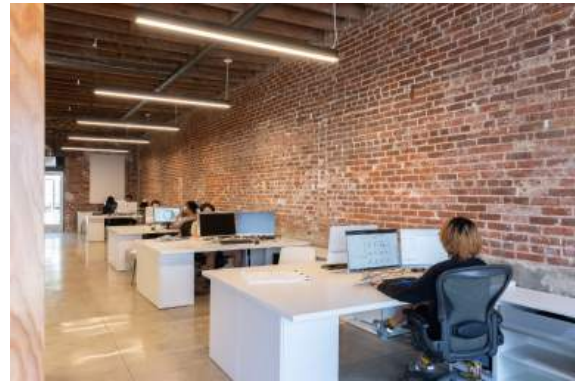
MEP
ENGINEER

Abrari

Henry Abrari
Principal in Charge
Elect. Engineer

Shahram Farzan
Principal
Mech. and Plumb.
Engineer

ORGANIZATIONAL AND STAFF CAPABILITY



Project Team

LOC Project Team:

Poonam Sharma Principal-in-Charge,

Poonam will be the principal-in-charge of this project, responsible for managing the client relationship, consultants, and the design team at large. Poonam will be involved in all phases of the project and will work directly with the client on a regular basis to ensure proper coordination and communication. Poonam will be involved throughout the course of the project until project close out. (CV on following pages).

Ali Jeevanjee Principal, Principal

Ali will be responsible for developing design, coordinating the preparation of the drawing set, design team coordination, and producing deliverables throughout the design process, Consultant coordination, including drawings review and design integration. Ali will be involved in the project from inception to project close out.

Poonam Sharma, Principal

Poonam Sharma is a founding principal of LOC Architects bringing a vast school design experience to the firm.

- Over 22 years of professional experience
- Diverse portfolio including public art, educational, retail, entertainment, commercial, mixed use, and residential.
- Excellent at working with clients and collaborating with team members.
- Excellent communication and presentation skills.
- Experience in all phases of design, from planning and entitlement work through construction administration.
- Projects widely recognized for innovative design, including several publications and awards.
- Ability to lead and guide the production of construction documents
- Thorough knowledge of codes and zoning regulations
- QA/QC
- Leadership and mentorship of staff and internal project team

RELEVANT PROJECT EXPERIENCE

City of Knowledge K-12 School

15,000 sf addition and renovation to an existing K-12 private school in Pomona, CA, currently under construction.

Crossroads School for Arts and Science

Various projects including:

Crossroads Lushing Classroom Building

17,000 sf existing office/ warehouse was gutted and converted to classrooms, theater prop shop, and assembly space.

Crossroads Arts and Athletics Facility

12,000 sf existing bow truss warehouse was gutted and converted to arts and athletics facility.

Crossroads Humanities Classrooms

5,000 sf warehouse was gutted to accommodate new humanities seminar rooms, teacher offices, and private work areas for Crossroads School.

Crossroads Modulars

LOC provided complete architectural services for site design, permitting and installation of temporary DSA approved modular facilities to accommodate three classrooms (approximately 640 square feet each) and three offices (approximately 300 square feet each).

Crossroads Office T1

LOC designed and permitted the conversion of an industrial building to be used as offices.

LOC Architects



Education

Master of Architecture

Southern California Institute of Architecture, Los Angeles, CA

Bachelor of Arts, Major: Literature
Scripps College, The Claremont Colleges, Claremont, CA



City of Knowledge School



Crossroads Arts and Athletics Facility



Crossroads Humanities Classroom Building

Crossroads School for Arts and Science Master plan

LOC provided a feasibility study of potential sites for the proposed Performing Arts Campus serving the Crossroads middle and upper school populations. This feasibility established a preliminary program and through careful site analysis identified the most suitable site(s) adjacent to the Crossroads campus with proposed configurations.

Crossroads School for Arts and Sciences

Performing Arts Campus

Based on the Master Plan, LOC developed conceptual floor plans and renderings of a proscenium theater, a black box theater, and a recital hall for fundraising purposes.

Crossroads Middle School Renovation

LOC designed and permitted the remodel of classrooms and the configuration of disabled access in the Steve Morgan Middle School Building.

New Horizons School Westside

A master plan and fundraising package for a K-6 Islamic parochial school for 200 students on an urban infill site in west Los Angeles. The existing school occupies the same site in a series of modular buildings as well as an existing apartment building. The school is currently fundraising to develop the site.

Alliance Judie Ivie Burton Technology High School

LOC is currently working on the design and permitting of a 9,450 sf ground up classroom building for the Alliance College-Ready Public School group of schools.

Alliance Collins Family College-Ready High School

LOC is currently working on the design and permitting of an addition over parking areas that will provide approximately 13,000 sf of outdoor space along with approximately 6,000 sf of new building area.



Crossroads Master Plan



New Horizons School Westside



Crossroads Middle School



Alliance College Ready Public Schools, Judie Ivie Technology High School

Ali Jeevanjee, Principal

Ali Jeevanjee is a founding principal of LOC Architects and brings great technical and design expertise to the team.

- Licensed architect with over 22 years of professional experience.
- Diverse portfolio including education, sports, entertainment, theater, commercial, mixed use and residential.
- Ability to manage clients and implement their needs, and collaborate with consultants while building strong relationships.
- Experience in all phases of design, from planning and entitlement work through construction administration.
- Skilled in developing and adapting building systems and detailing to solve complex and unusual building constraints and geometries.
- Proven ability as a rigorous and innovative designer and problem-solver learned working closely with designers as diverse as Edwin Chan (Gehry Partners), Barton Myers and Kathryn Gustafson.

RELEVANT PROJECT EXPERIENCE

City of Knowledge K-12 School

15,000 sf addition and renovation to an existing K-12 private school in Pomona, CA, currently under construction.

Crossroads School for Arts and Science

Various projects including:

Crossroads Arts and Athletics Facility

12,000 sf existing bow truss warehouse was gutted and converted to arts and athletics facility.

Crossroads Humanities Classrooms

LOC designed the complete renovation of an existing 5,000 sf warehouse to accommodate new humanities seminar rooms, teacher offices, and private work areas for Crossroads School.

Crossroads Modularity

LOC provided complete architectural services for site design, permitting and installation of temporary DSA approved modular facilities to accommodate three classrooms (approximately 640 square feet each) and three offices (approximately 300 square feet each).

Crossroads Office TI

LOC designed and permitted the conversion of an industrial building to be used as offices.

LOC Architects



Education

Master of Architecture II
Harvard University, Graduate School of Design, Cambridge, MA

Bachelor of Architecture
Cornell University, Ithaca, NY

CA Licensed Architect C30267
WA Licensed Architect 11863

Professional Affiliation: AIA



City of Knowledge School



Crossroads Arts and Athletics Facility

Crossroads School for Arts and Science Master plan

LOC provided a feasibility study of potential sites for the proposed Performing Arts Campus serving the Crossroads middle and upper school populations. This feasibility established a preliminary program and through careful site analysis identified the most suitable site(s) adjacent to the Crossroads campus with proposed configurations.

Crossroads School for Arts and Sciences

Performing Arts Campus

Based on the Master Plan, LOC developed conceptual floor plans and renderings of a proscenium theater, a black box theater, and a recital hall for fundraising purposes.

Crossroads Middle School Renovation

LOC designed and permitted the remodel of classrooms and the configuration of disabled access in the Steve Morgan Middle School Building.

Alliance Judie Ivie Burton Technology High School

LOC is currently working on the design and permitting of a 9,450 sf ground up classroom building for the Alliance College-Ready Charter School group of schools.

Alliance Collins Family College-Ready High School

LOC is currently working on the design and permitting of an addition over parking areas that will provide approximately 13,000 sf of outdoor space along with approximately 6,000 sf of new building area.



Crossroads Master Plan



New Horizons School Westside



Alliance College Ready Public Schools, Judie Ivie Technology High School

STRUCTURAL AND CIVIL ENGINEER

LIONEL J. GARCIA, S.E.

Principal | G&G Structures, Inc.

Lionel@ggstructures.com

Mr. Garcia is a licensed Structural Engineer in the state of California with over 25 years of experience and is recognized by other structural engineers for his strong academic core and a diverse range of practical experience. He has completed over hundreds of design projects as Principal of G&G Structures and as Senior Project Manager for other structural engineering firms in the greater Los Angeles area. His design experience has served as a great benefit to review, evaluate and investigate existing structures for the purpose of seismic risk assessments, and structural condition assessments. Mr. Garcia graduated from the University of California at Berkeley with a Master of Science Degree in Structural Engineering. His graduate studies emphasized in earthquake engineering design and analysis techniques.

PROFESSIONAL EXPERIENCE

Principal, G&G Structures, Inc., Structural Engineering

Mr. Garcia is the founder, director and manager for G&G Structures since 2004. His clients know him for his excellent client service with value-added services, delivering on time and within budget. He is responsible in charge of overseeing all design documents and reports that are produce by our engineering staff.

- He manages a team of architects and structural engineers. Design projects range from small single story commercial shops, mixed-used buildings, single-family dwellings, multi-story residential buildings and office buildings.
- He has reviewed and supervised over 100 due-diligence projects including seismic risk assessments, seismic evaluations per HUD MAP requirements, Probable Maximum Loss (PML) and structural condition assessment reports.
- He has achieved recognition in the elevator service industry for developing standards for elevator modernization projects. He serves as an expert in this field for elevator projects throughout California

Senior Project Manager, Breiholz Qazi Engineering, Inc.,

Structural Engineering and Seismic Hazard Reduction. He was responsible for staff production and quality control for the office. The type of projects under his management included new and retrofit design as well as forensic and structural engineering analysis. He was in charge of overseeing the design and development of working drawings and calculations, performing field inspections, generating risk assessment reports.

Project Manager, KPPF, Consulting Structural Engineers,

His responsibilities included management and quality control for projects. The type of projects under his management included custom residential design. He managed large development projects with minor supervision of Principle Partners. His design development experience included hospital and school infrastructure in the greater Los Angeles area.

EDUCATION

University of California at Berkeley

Master in Science, Structural Engineering, 1995

Bachelor in Science, Civil Engineering, 1994

LICENSES

California Structural Engineer (SE# 4653)

California Professional Engineer (CE# 58475)

MEP ENGINEER



ABRARI & ASSOCIATES INC.
Utility Consulting and MEP Engineers

1713 Standard Ave.
Glendale, CA 91201
T: 818-956-1900
E: mail@abrari.com

OBJECTIVE

To provide a reliable and cost-effective Electrical Design

SKILLS & ABILITIES

Design Automation
Minimalizes errors
3D Modeling
Reliable Calculations
AUTOCAD
Revit

TYPES OF PROJECTS

Multi-Residential
Mixed Use-Residential
Educational
Hospitality
Commercial
Retail
Surgery Center
Offices
High-End Luxury Single Family Homes
Medical
Restaurants
Small Lot Divisions
Street Lighting

HENRY R. ABRARI, P.E.

Electrical Engineer

Henry Abrari has over 39 years of Electrical Engineering experience. As an accomplished engineer and retired Glendale Water and Power engineering manager with extensive utility and facilities design experience, he established Abrari and Associates in 2002

EXPERIENCE

ABRARI & ASSOCIATES, FOUNDER

MARCH 2002-PRESENT

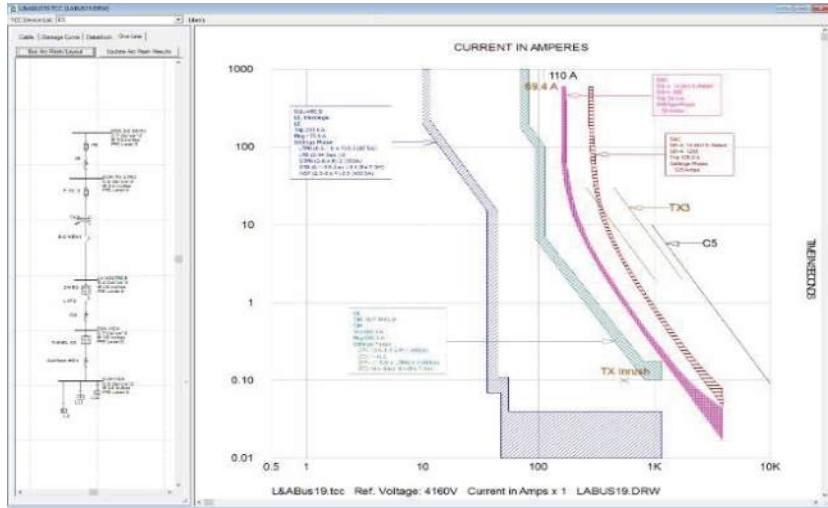
- Electrical Engineering
- Power Analysis and coordination
- Arc Flash and Fault Current Studies
- EV Charger Design
- Solar Design
- Construction Administration
- Lighting Design
- Street Lighting Design
- Utility and Title-24 Consulting
- Dry Utility Consulting
- Power Quality, Power Measurement, Megger, Earth Resistance, Relay Testing

EXPERIENCE

ELECTRICAL DESIGN SOFTWARE

SKIM POWER TOOLS

TIME CURRENT COORDINATION PLANS AND SETTINGS
DETERMINATIONS



DESIGN MASTER CALCULATIONS

VOLTAGE DROP SCHEDULE			
DEVICE	VOLTAGE DROP	WIRE SIZE	LENGTH
105	2.72%	#1AL	135'
106	2.11%	#1AL	105'
107	2.11%	#1AL	105'
108	2.03%	#1AL	100'
109	1.61%	#1AL	80'
110	2.72%	#2/OAL	205'
201	2.46%	#2/OAL	185'
202	2.44%	#1/OAL	180'
203	2.49%	#1/OAL	165'
204	2.53%	#1/OAL	155'
205	2.82%	#1AL	140'
206	1.81%	#1AL	90'
207	1.81%	#1AL	90'
208	2.32%	#1AL	115'
209	1.81%	#1AL	90'
300	2.99%	#2/OAL	225'
301	2.72%	#2/OAL	205'
302	2.46%	#2/OAL	200'
303	2.46%	#2/OAL	185'
304	2.06%	#1/OAL	175'
305	2.41%	#1/OAL	180'
306	2.11%	#1AL	110'
307	2.21%	#1AL	110'
308	2.72%	#1AL	135'
309	2.21%	#1AL	110'

FEEDER SCHEDULE		
ID	FEEDER	FEEDING DEVICES
(100)/2ND	2#1AL#1AL N#0AL G	105, 106, 107, 108, 109, 207, 208, 209, 300, 301, 302, 303
(110)/2ND	2#1/OAL#1/OAL N#0AL G	202, 203, 204, 304, 305
(125)/2ND	2#2/OAL#2/OAL N#0AL G	300, 301, 302, 303, 304, 305

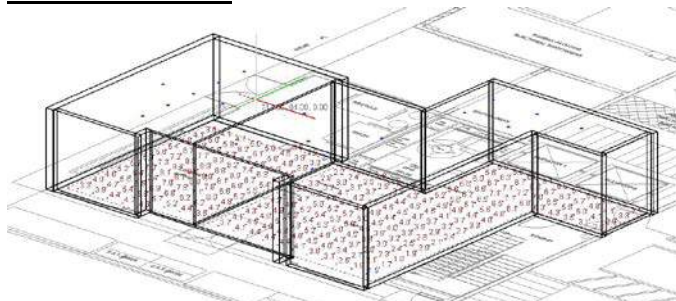
SIZING METHOD: COPPER/ALUMINUM, 75°C/90°C #12 AND ABOVE

MATERIAL SCHEDULE		
CABLES	APPLICABLE	APPLICABLE
CONDUITS	PER EMT & RACEWAY	PER EMT & RACEWAY

NOTES:
1. UNIT LOADS ARE BASED ON ORIGINAL LOADS OF ORIGINAL CALCULATED AS 10 VA PER VOLTAGE DROP CALCULATIONS.
2. $WDP = (I^2 \times R \times L) / (1000 \times 1000 \times 1000)$
3. $2 = WDP \times 100$
4. MAXIMUM WDP
5. MAXIMUM WDP
6. $L = WDP \times 1000$
7. $WDP = 1 - VOLTAGE = 100V$
8. MAX. S AND W VALUES USED DATA ON FOUND. SEE SECTION 8 TABLE, TABLE 8 OF THE NEC, 2017.

VISUAL

3D MODELING



COMPANY QUALIFICATIONS

LOC Architects, a California Corporation is the Los Angeles architectural practice founded by partners Poonam Sharma and Ali Jeevanjee in 2006. With a strong belief that architecture is about people, the firm is driven by a passionate approach to bringing people together in a collaborative design process to create transformative experience through design.

The firm's process driven and socially responsive approach has allowed them to take on a wide range of projects that span in scale and type from art installations to master plans, single family residences to multi-family, and office campuses to schools. The design of schools and learning environments is an area of deep personal interest and remains a focus of the work they do. The spaces of a school can help to define the education experience for students, and the people-driven and carefully considered approach of LOC can enable these spaces to have a meaningful impact on a large number of people.

LOC uses a process that is concept driven, iterative, and focused on collaboration with all of the stake holders to understand and solve problems in unforeseen ways. This process driven approach allows LOC to take on new challenges and building types with consistently successful results.

LOC has worked with stakeholders including employees, students, teacher, and parents in determining the appropriate design solutions. This type of community outreach is essential to our design process. LOC understands the potential for new development to revitalize communities and sees it as imperative for new facilities to accommodate and foster community events and general well being. As architects working in the private and public sectors, we understand the role of good design in community building in relation to the users of the buildings themselves, the administration, the local community, and society at large. To this end, LOC is committed to a collaborative spirit that recognizes all viewpoints in the design process and the role of professionals in fostering community.

Project types include:

- K-12
- Higher Education
- Preschool
- Workplace
- Multi-family Residential
- Single-family Residential
- Civic Art
- Community Center
- Theater



Educational Institution Clients

Crossroads School for Arts and Sciences 2010-current.

Projects include:

Masterplan for Performing Arts Campus
Keck Humanities Building
Middle School Renovation
Maintenance Office Renovation
Black Box Theater Renovation
Offices Renovation
Temporary Modulares
Arts and Athletics Facility
Lushing Classroom Seismic Upgrade and TI
Administration Building Seismic Upgrade and TI
Ray Charles Garden
Cummins Poetry Room
School Wide Identity and Branding
Covid Related Space Planning

Charles Drew University 2020-current.

Projects include:

CDU Wellness Center
Keck Building Remodel
Cobb Building Remodel
Grand Entrance design
Surface Parking Lot
Covid Related Space Planning

Alliance College-Ready Prep Schools

2020-current.

Projects include:

Alliance Mass Library Remodel
CUP Modification
Alliance Collins Concept Design
Alliance Burton Tech New Building
Alliance Mass Addition Concept Design

City of Knowledge School 2019-current

Waverly School, 2023-current

Commercial Clients

Southern California Gas Company 2018-current.

Projects include:

Anaheim HQ, Buildings A, B, and G
Comptom HQ Renovation
Redondo Beach Base Renovation

Santa Ana Zoo and Botanical Gardens

2023-current.

Projects include:

New Zoo Educational and Community Building

Outside In Theatre

2020-current.

Projects include:

Theatre and Community Center

Avalon Bay Communities

2019-current

ADU at Multifamily development

IDS Real Estate Group,

2018-current

Multifamily projects in Santa Monica

Pac Air Arts & Athletics Facility

Location: Santa Monica, CA

Size: 13,000 SF

Year Completed: 2019

This project involved the conversion of a recently vacated airplane parts storage warehouse in Santa Monica into a high school Arts and Athletics facility that included a small gymnasium, graphic arts and design classrooms, a ceramics studio, a darkroom and photography classroom along with several jazz music classrooms.

The disparate program was expressed through materiality and by creating distinct volumes all housed under the unifying and distinct bow truss roof structure forming an urban landscape within the building.

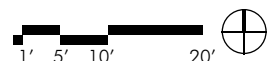
Drywall and plywood blocks contain the classrooms at intersecting volumes and the athletics program is expressed through a large sloped translucent polycarbonate wall. Spaces for socializing were carved out of residual spaces in the form of the 'thickened' corridor or a nook, while the required ADA access to the front door is expressed as a garden space.

Natural light was introduced through the introduction of glazed garage doors at the existing garage door openings, and through the use of tubular daylighting throughout.

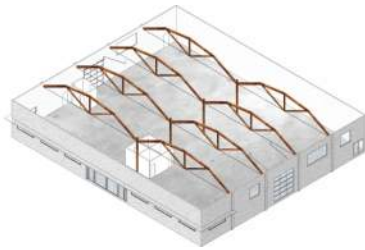
Building Plans:



Level 01

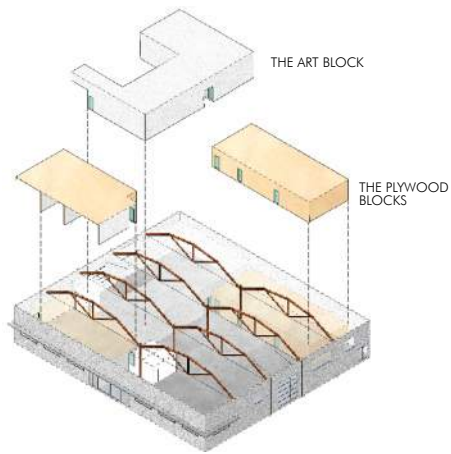


Diagrams:

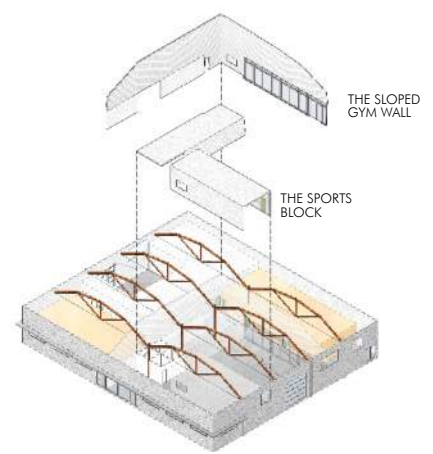


Restoring the building to its original form, revealing the bow trusses, and removing all the interior walls.

Project Photos:



Adding in the programmatic elements as blocks to create an urban landscape inside the building. The art block contains art classrooms while the plywood block contains general classrooms.



Creating a unique gym program featuring a sloped polycarbonate wall to maximize light. The gym block houses a sports area equipped with spinning, weights, and offices.



City of Knowledge

Location: Pomona, CA

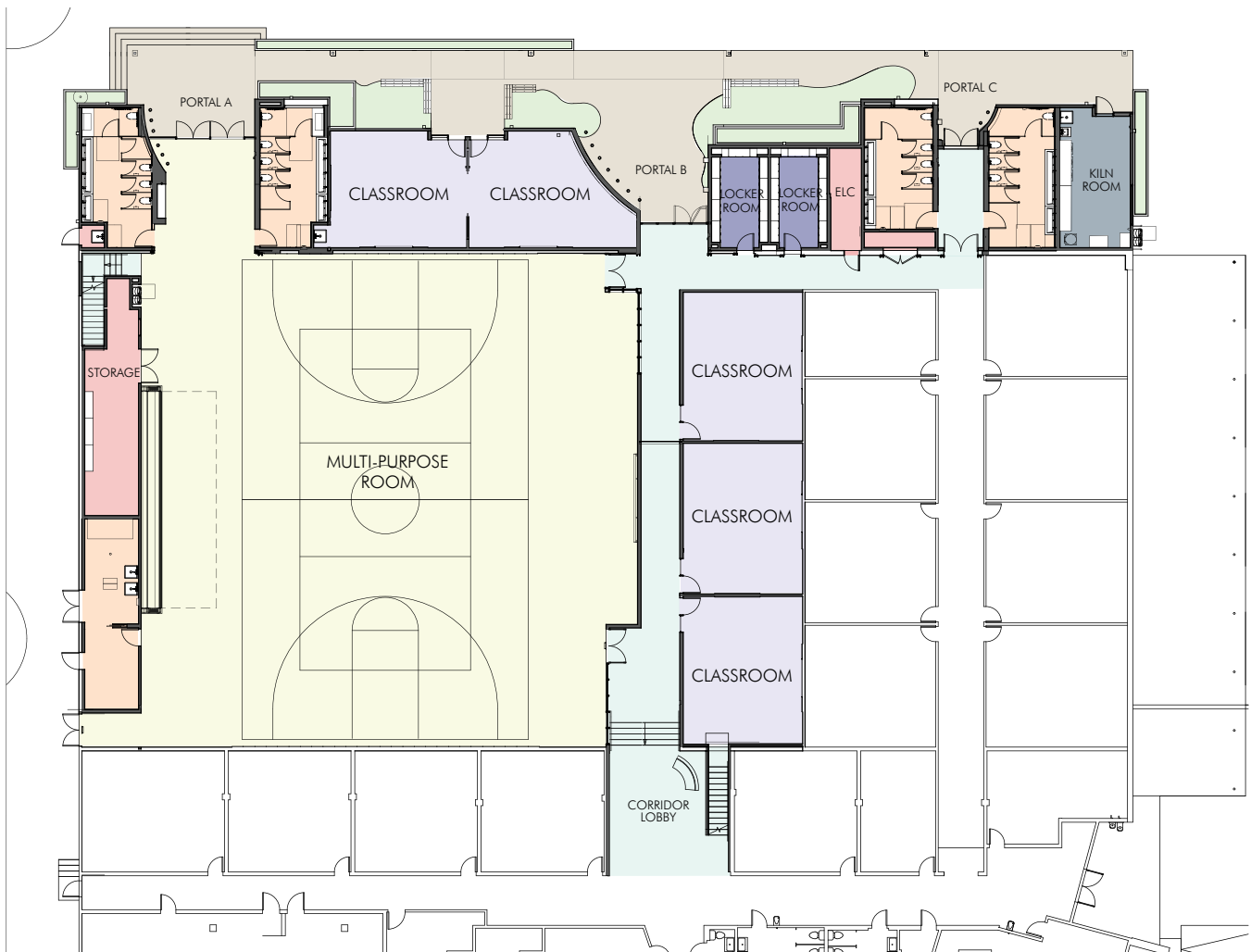
Scope: 21,150 SF renovation and addition

Estimated completion 2023

This renovation and expansion of an existing K-12 Islamic School in Pomona, housed in a 1950s bowling alley, programmatically included a new assembly hall in the former bowling alley, new classrooms, ceramics studio, locker rooms and restrooms. The project creates connections from the existing building to the rear play fields through a series of portals, landscaped walkways, and seating areas. Through the employment of the Islamic motif of the tiled domes at the portals, the design creates a visual connection to the diverse Islamic culture of the community and through the portals, provides access to the assembly hall for community events such as Eid prayers and the performance of plays and lectures.

Due to the fact that the skills needed to tile the domes in accordance with the Old World techniques are not present in contemporary Los Angeles, LOC worked closely with a tile manufacturer to map out each single tile to create the motifs and worked closely with the tile installer to ensure that the 3d digital maps that were created could be implemented in the field.

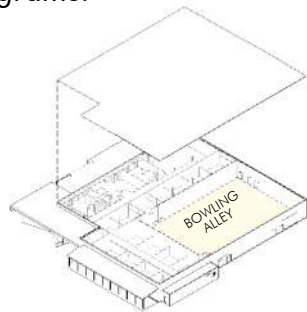
Building Plans:



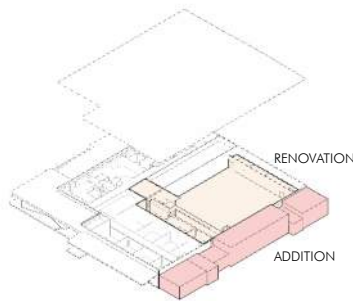
Level 01



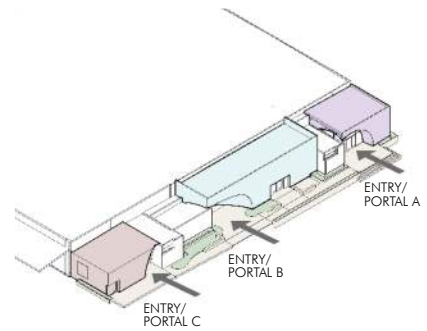
Diagrams:



The existing school building provided an opportunity for renovation as it housed an unused, large bowling alley at the back of the site.

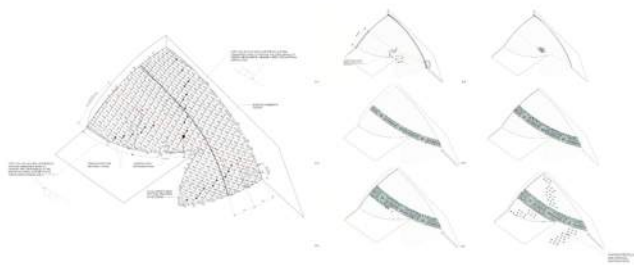


The bowling alley was converted into a multipurpose hall for the community, with added classrooms while the building extension gave an opportunity to add more classrooms, restrooms, and entrances through the back.



The building features three strategically designed entrances tailored to different stakeholders, including the community/ parents, teachers and children. The design features 3 tiled domes with an Islamic pattern to celebrate the heritage of the school.

Process:



To accommodate the irregular geometry of the portals, the tiles were 3-dimensionally mapped.

Project Photos:



Avis and Mark Ridley-Thomas Wellness Center

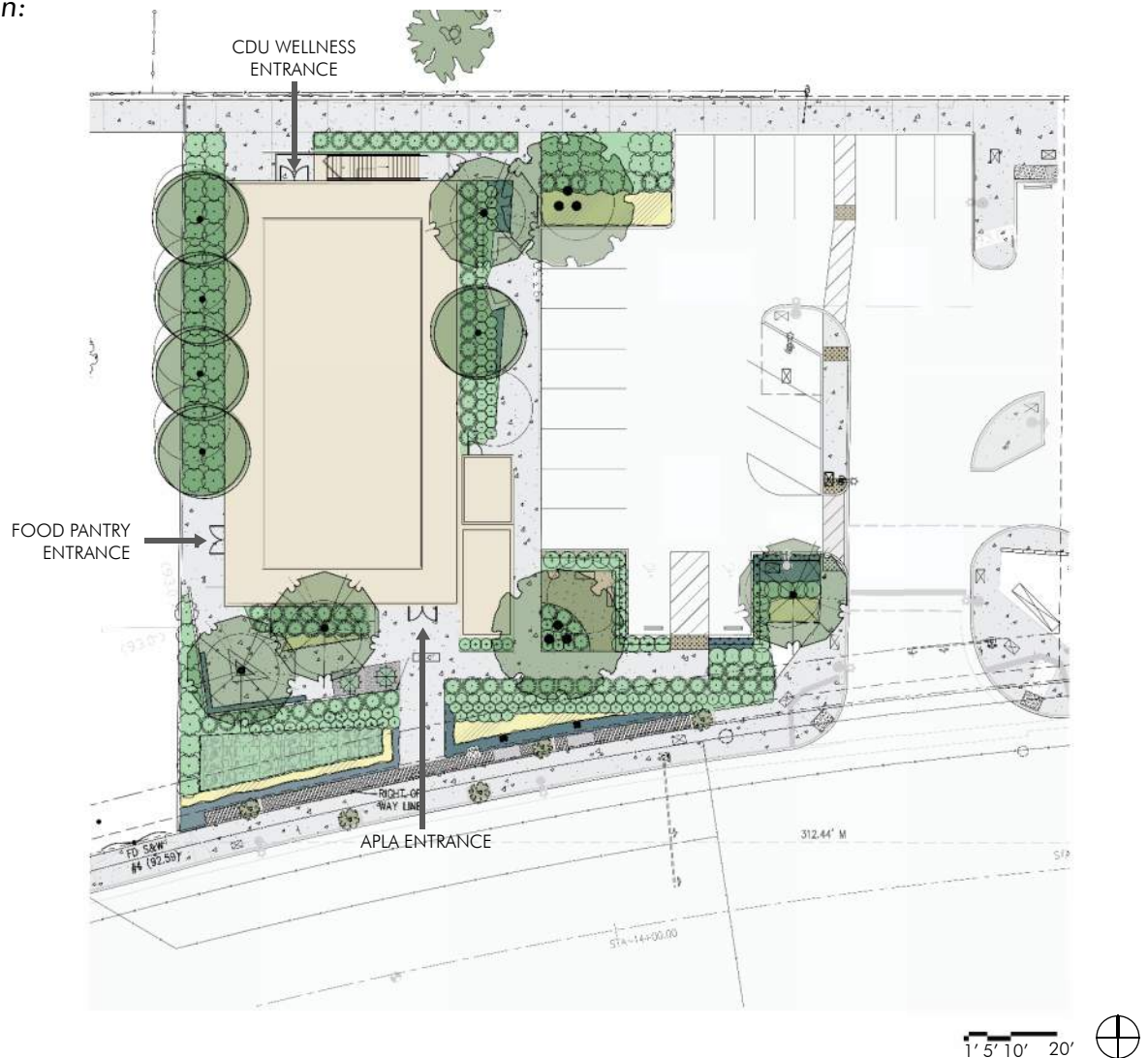
Location: Willowbrook, CA

Size: 9,000 SF

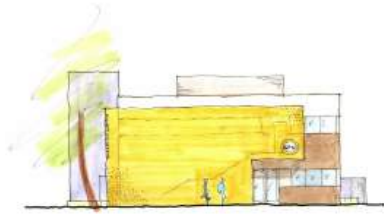
Year Completed: 2021

LOC was hired by Charles Drew University as the Design Architect to work to redesign a project with a modular building company to ensure that the new building would respond to the needs of the three entities and their users in a sensitive way and that it would contribute architecturally to the existing campus. The building was to house three distinct entities: CDU Wellness, Vance Necessities of Life Food Pantry, and APLA to provide low-cost health services. The project is located across the street from Martin Luther King Hospital and has prominent street frontage. LOC took the plans of the modular architect and redesigned the building massing, creating three distinct entries for the uses of each entity while addressing the integration into the campus. LOC was tasked with sourcing and implementing materials that would further integrate the project into the fabric of the campus, while setting standards for future development. As part of the project, LOC was asked to design a community vegetable garden next to the building, several distinct outdoor seating areas, and all exterior building signage.

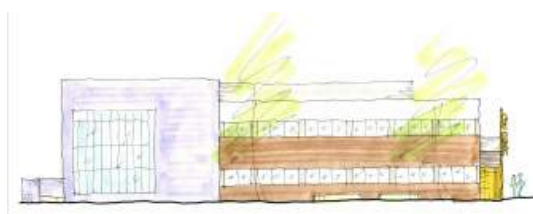
Site Plan:



Elevations



East Elevation



South Elevation



West Elevation

Project Photos:



Alliance Burton Tech High School

Location: South LA, CA

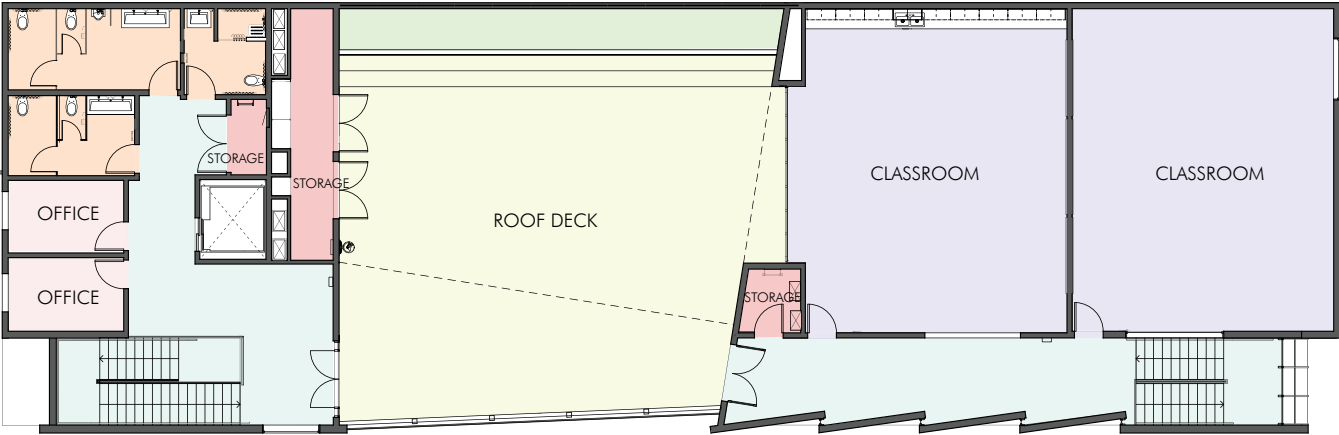
Scope: 9,281 SF

Estimated completion 2025

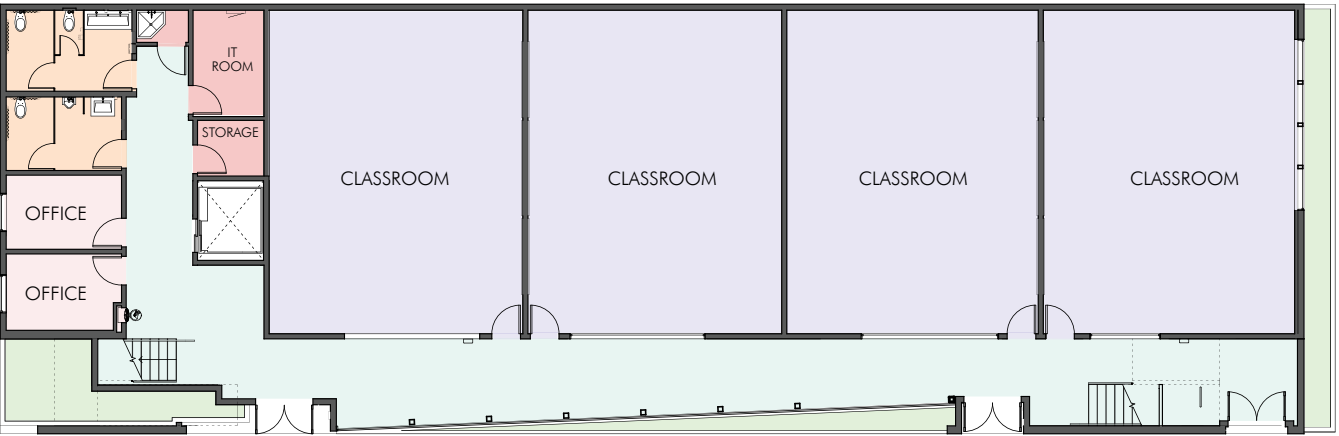
LOC was hired to design a ground up building to house the expansion of Burton Tech High School, located just across the street. It features 6 classrooms, offices, and a spacious roof deck to enhance the educational experience for students. The design of the building was carefully crafted in collaboration with the existing school and the local community to ensure it enhances the neighborhood and contributes to the beautification of South LA.

One of the primary challenges we encountered was designing an outdoor space within the constraints of the small site and the allowable FAR. However, we identified a unique opportunity to carve out the center of the building, resulting in a roof deck. The versatile outdoor area can also be transformed into a larger space by opening the roll-up door connecting to the adjacent classroom.

Building Plans:



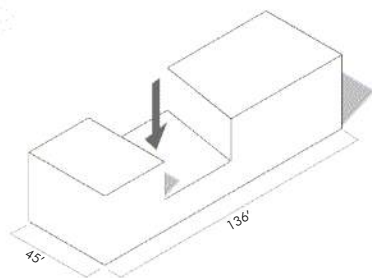
Level 02



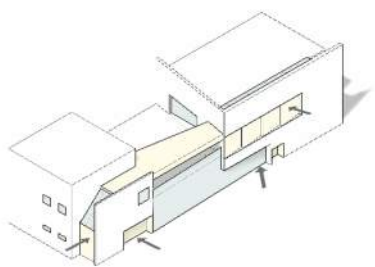
Level 01



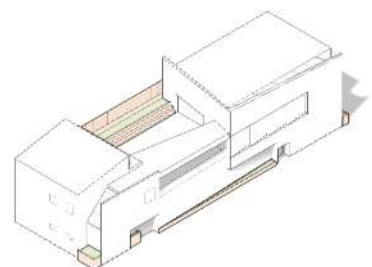
Diagrams:



By carving out the middle of the building, an outdoor space is established in a confined site which is accessible from all areas.



Since the site faced south, unique ways to let in light and shade were explored. By adding a polycarbonate wall at the south and placing angled windows behind the front facades, a more thermally efficient building was achieved.



To address stormwater collection, LID planters were added on the ground floor and the roof deck.

Project Photos:



Crossroads Humanities Classrooms

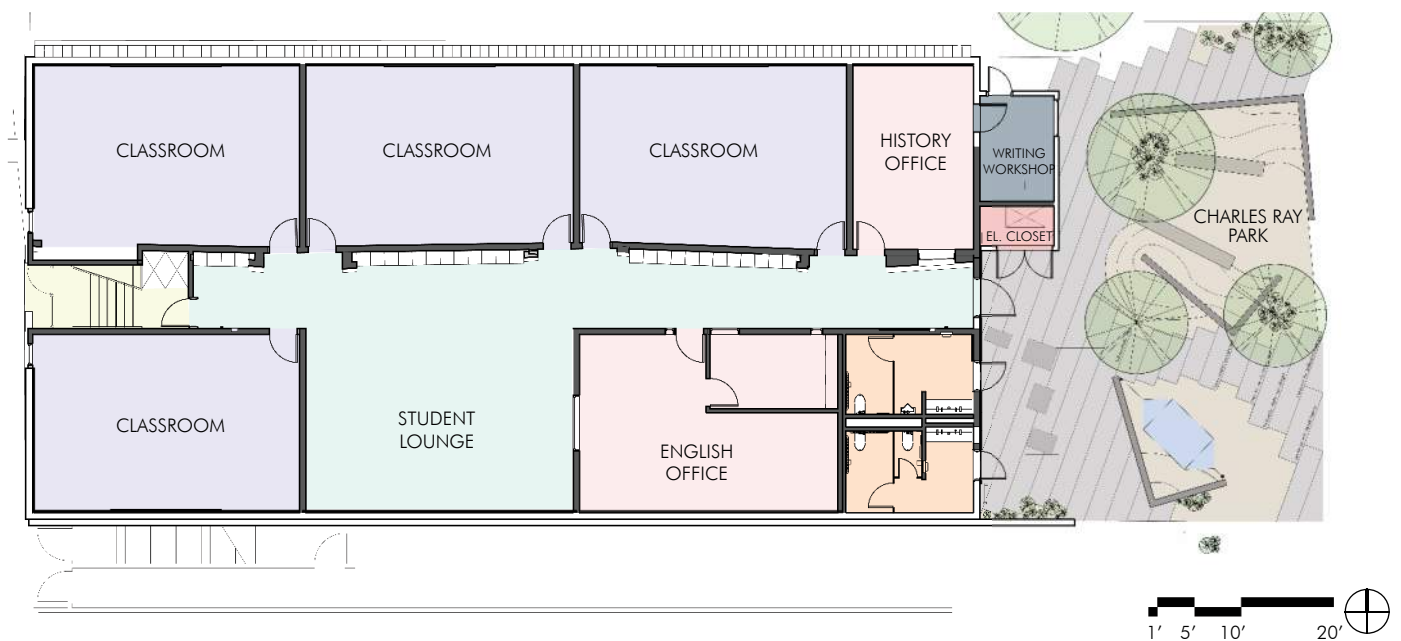
Location: Santa Monica, CA

Scope: 5,000 SF addition and renovation of 5 classrooms, 2 offices, and restrooms.

Year Completed: 2015

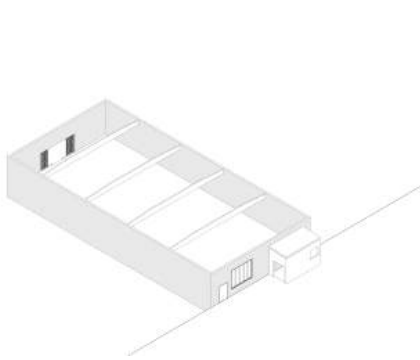
LOC Architects designed this classroom building within an existing warehouse on the Crossroads School for Arts and Science Middle and High School campus in an industrial area of Santa Monica. This project included a complete gutting of science classrooms and all new MEP systems as well a extensive daylighting to optimize the educational environment and a new garden at the entry. The project capitalizes on the industrial character of the existing structure while transforming the interior into a new, state-of-the-art educational facility. Central to this design was creating spaces for students to both learn and study but also socialize and interact.

Building Plans:

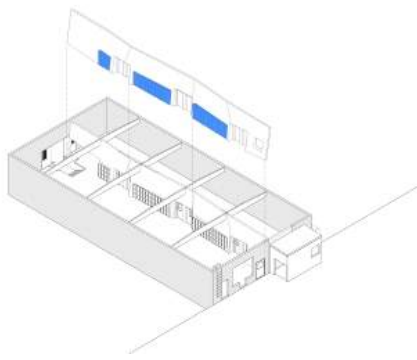


Ground floor plan

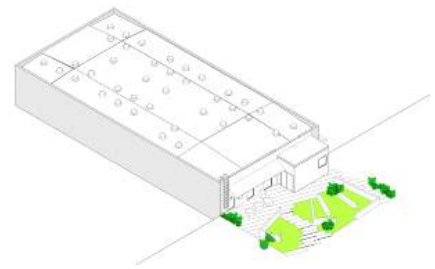
Diagrams:



Existing envelope



Adding a central circulation route for the classrooms with an angled wall that houses lockers



Designing an urban park in front of the building to activate the area and give the students a space to socialize

Project Photos:



SoCalGas Anaheim Building A

Location: Anaheim, CA

Scope: 27,000 SF addition and renovation of offices, conference rooms, break room, and restrooms.

Year Completed: 2022

This office renovation for the Southern California Gas Company focused on creating an enhanced user experience for the 160+ employees located here by creating an interior urban landscape. This was accomplished by strategically placing the programmatic components to open up the interior space, introducing light and views via large glazed areas on the existing facades, utilizing natural materials, and expressing the high ceilings in all of the public circulation and gathering spaces.

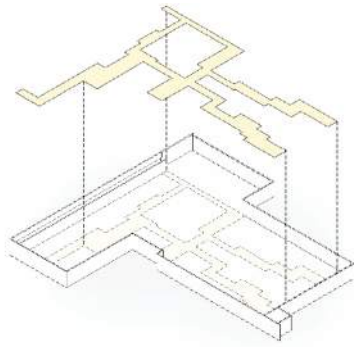
Building Plans:



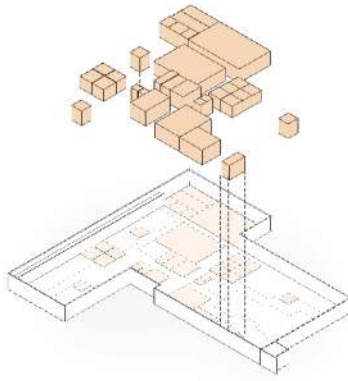
Level 01



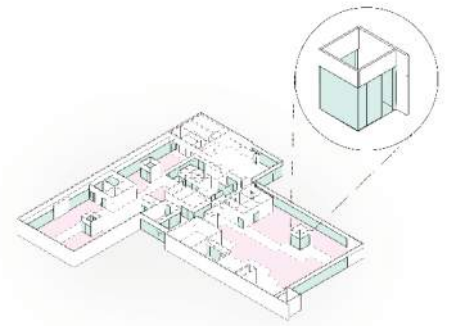
Diagrams:



Establishing central corridors within the office that acts as boulevards, enhancing the accessibility of all the areas.



Creating programmatic blocks, which include more private office spaces, and dispersing them along the central corridor.



Adding layers of transparency to bring sunlight and openness to the floor plan. The remaining spaces in the plan form open offices.

Project Photos:



True HQ

Location: Seattle, WA

Scope: 18,000 SF conversion of an underused warehouse in downtown Seattle into a creative office space

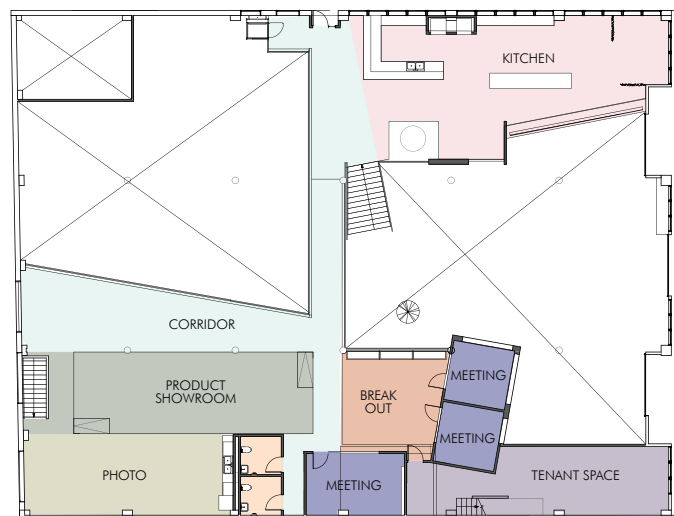
Year Completed: 2018

LOC Architects designed this creative workplace for 150 employees in an existing 12,000 SF concrete warehouse in central Seattle. This project involved modifying the existing warehouse to celebrate its industrial qualities, at the same time introducing light and views.

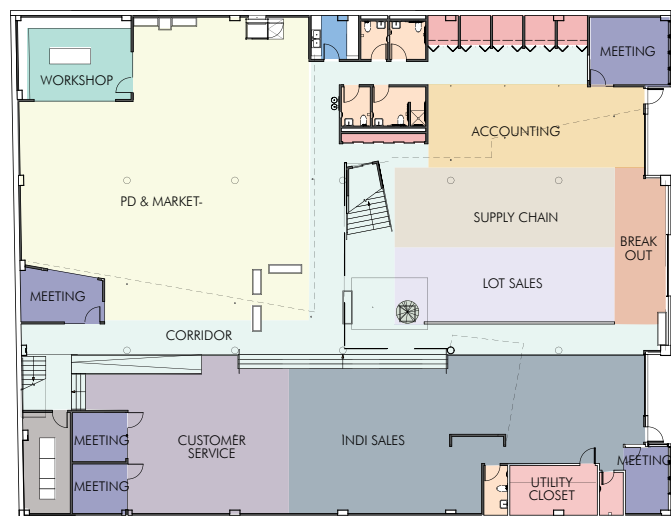
The construction of the 6,000 SF mezzanine was executed in wood to introduce warmth to the space, and was configured in such a way as to maximize collaboration and productivity.

This office accommodates a staff of 150 people designing, producing, distributing, and selling alcoholic beverage accessories nationwide. The project required a deep understanding and analysis of numerous teams within the company, each with its own unique but interconnected workflow and spatial requirements. Strategies were also employed to introduce light, views, and fresh air to increase human comfort and productivity.

Building Plans:

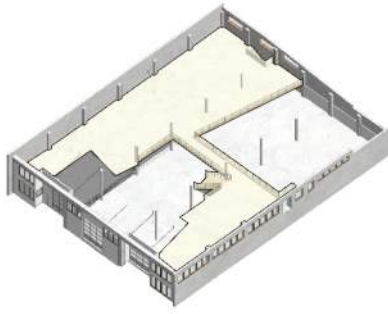


Mezzanine

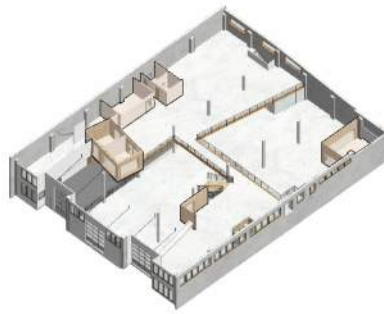


Ground Floor

Diagrams:



A mezzanine is added to the building to subdivide the space of the office better and create distinct spaces to break up the program.

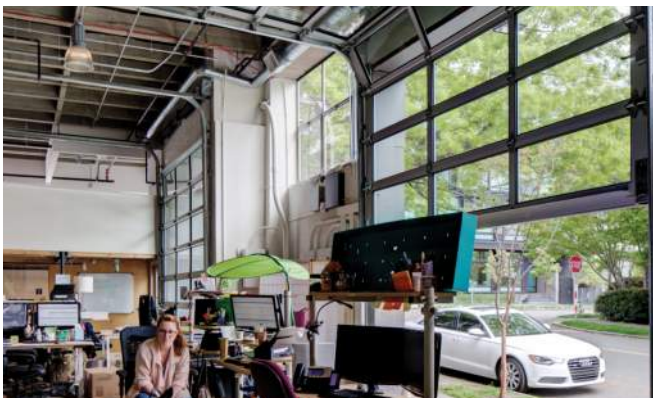
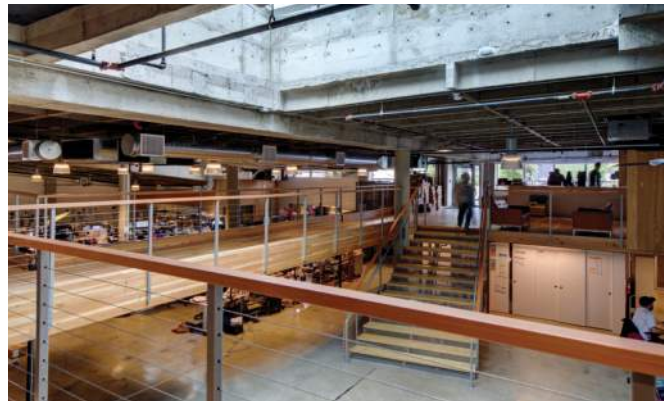


More private spaces such as offices and meeting rooms are added to the plan in unique ways.



By adding skylights and large glazed windows in the facade, the space feels brighter creating a better work environment and boosting workers morale.

Project Photos:



SoCalGas Compton HQ

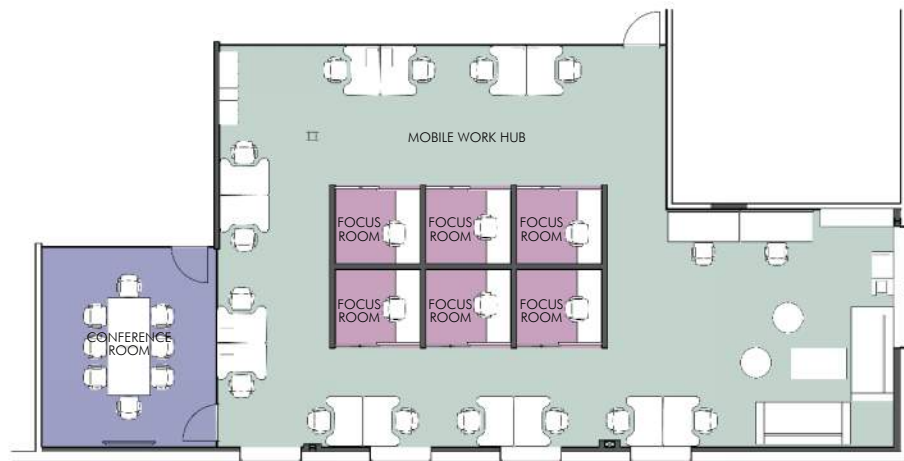
Location: Compton, CA

Scope: 4,000 SF

Year Completed: 2023

This renovation for the Southern California Gas Company in Compton focuses on enhancing the existing office space by incorporating new windows for better natural lighting, introducing varied materiality, and creating diverse workstations with varying levels of privacy. This ultimately resulted an improved office space, break room, restrooms, and locker rooms.

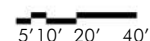
Building Plans:



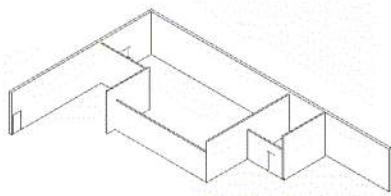
Mobile Work Hub enlarged plan



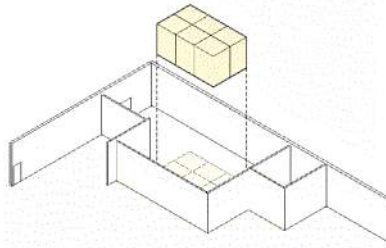
Compton HQ floor plan



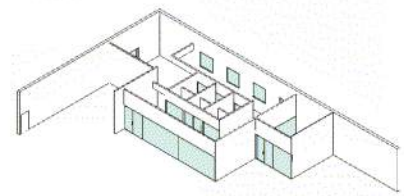
Diagrams:



The existing mobile work hub doesn't have any natural sunlight as well as any hierarchy in the space.

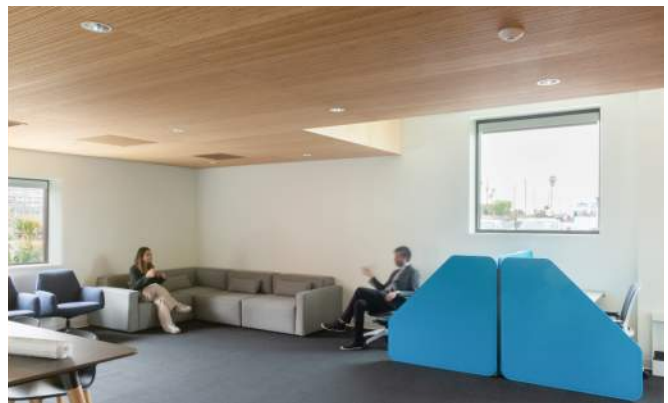


By strategically placing the private spaces (focus rooms) at the heart of the mobile work hub, the space gets efficiently divided.



Layers of transparency are added to bring natural light in the mobile work hub as well as brighten the existing office space.

Project Photos:



REFERENCES

1) Elaine Nesbit
Architect/Owner's Rep
Crossroads School and Charles Drew University
elaine@enarchitect.com
213-216-8371

2) Emma Ponco
Project Manager
Southern California Gas Company
EMPonco@socalgas.com
213-215-8070

3) Favio Solares
Director of Project Managment
Alliance College Ready Public Schools
fsolares@laalliance.org
310-462-9711

4) Anthony Richardson
Project Manager
Alliance College Ready Public Schools
facilitiestemp@laalliance.org
310-819-6622

5)Gilbert Castillo
Senior Engineer
Public Works Agency City of Santa Ana
gcastillo@santa-ana.org
714-647-5647

CITY'S STANDARD PROFESSIONAL SERVICES AGREEMENT

LOC Architects has reviewed Attachment C, Sample Professional Services Agreement. LOC Architects will comply with all aspects of the Agreement.

ADDENDA ACKNOWLEDGEMENT

LOC Architects has received and reviewed Addendum 1.

REQUIRED ATTACHMENTS

ATTACHMENT A

AFFIDAVIT OF NON-COLLUSION

I state that I am VICE PRESIDENT (title) of LOC, INC (name of firm) and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this Offer.

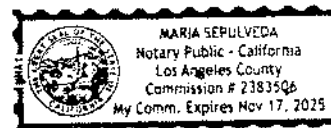
I state that:

- (1) The price(s) and amount of this Offer have been arrived at independently and without consultation, communication or agreement with any other Proposer or potential Proposer.
- (2) That neither the price(s) nor the amount of this Offer, and neither the approximate price(s) nor approximate amount of this Offer, have been disclosed to any other firm or person who is a Proposer or potential Proposer, and they will not be disclosed before Solicitation opening.
- (3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit an Offer higher than this Offer, or to submit any intentionally high or noncompetitive Offer or other form of complementary Offer.
- (4) The Offer of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Offer.
- (5) LOC, INC (name of firm), its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted of or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as described in the attached appendix.

I state that LOC, INC (name of firm) understands and acknowledges that the above representations are material and important, and will be relied on by the City of South El Monte in awarding the contract(s) for which this Offer is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the City of South El Monte of the true facts relating to the submission of Offers for this contract.

[Signature]
(Authorized Signature)

LOC, INC
(Name of Company/Position)



Sworn to and subscribed before me this 14th day of October, 2023

[Signature]
Notary Public for California

My Commission Expires: NOV. 17, 2025

CLEAR

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)

County of Los Angeles)

On 10/06/2023 before me, Maria Sepulveda, Notary Public

Date

Here Insert Name and Title of the Officer

Personally appeared Poonam Sharma

Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature

Signature of Notary Public



Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document _____ Document Date _____

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

Capacity(ies) Claimed by Signer(s)

Signer's Name _____	Signer's Name _____
☐ Corporate Officer—Title(s)	☐ Corporate Officer—Title(s)
☐ Partner ☐ Limited ☐ General	☐ Partner ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other _____	☐ Other _____

Signer is Representing _____ Signer is Representing _____

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ATTACHMENT B

CLAIMS HISTORY

Each Consultant shall submit a summary of whether or not any of the following events have occurred within the past (10) years and, if so, a brief description of the circumstances involved (including, without limitation, the names of parties involved, current status and final disposition of the matter of dispute):

Failure to disclose any circumstances requested in the following paragraphs is grounds for disqualification.

- Failure by Consultant or any sub-consultant to enter into a contract to which it has received an award by a public entity. No
- Forfeiture of a bid or proposal bond by proposer or any sub-consultant. No
- Termination for default under a contract awarded by a public entity to Consultant or any sub-consultant. No
- Debarment of Consultant or any sub-consultant by any municipal, county, state, federal, or local agency (note: debarment is grounds for automatic disqualification). No
- The filing of a lawsuit or arbitration in which the Consultant or a sub-consultant was a defendant or cross-defendant at any time within the past ten (10) years that involved the performance of project, program, or engineering services and that involved an amount in controversy sought to be recovered from Consultant or the sub-consultant of more than \$100,000.00. No
- Conviction of Consultant, a sub-consultant, or any of their principals or officers for violation of a state or federal antitrust law involving bid rigging, collusion, or restriction on competition between bidders, or conviction of violating any other federal or state law relating to bidding or contract performance (note: such conviction is grounds for automatic disqualification). No
- Any publications involving firm or principals alleging or claiming corruption (such claims are grounds for automatic disqualification). No
- Any suspension, revocation, or other disciplinary proceeding relating to a contracting or professional license issued to proposer or a sub-consultant. No

LOC nor its consultants have been subjected to any of the occurrences listed above.



Our experience in creating successful educational environments working closely with small to medium-sized institutions, in combination with our agile and collaborative process, would make LOC an ideal strategic partner in the development of your public spaces.

We thank you for your consideration.

PROPOSAL TO PROVIDE ARCHITECTURAL SERVICES

October 11, 2023

Rene Salas
City Manager
1415 Santa Anita Ave.
South El Monte, CA 91733

RFP DESIGN SERVICES FOR NEW TEMPLE PARK MULTI-PURPOSE/COMMUNITY ROOM, SNACK BAR, AND RESTROOM REHABILITATION

Dear Mr. Salas

LOC is pleased to present you with this proposal to provide complete architectural services for your new New Temple Park Multi-purpose/Community Room("Project"). This proposal is to describe and confirm the architectural services LOC proposes rendering to the City of El Monte ("Owner") in connection with the project described below.

Project Understanding

LOC is being asked to provide architectural services for the proposed Project. These services shall address the following needs (Scope of Work):

- The City of South El Monte is seeking to engage a team to provide full architectural services to remove the existing facilities labeled as Building 1 and 2 in the RFP and to construct new facilities, approximately 2,600 sf, single story, slab on grade, to include the following:
- Multipurpose/Community Room to house community events and elementary school after school programs for an occupant load of 75.
- Snack bar to include existing equipment and a 3-compartment sink, a hand-washing sink, a commercial refrigerator, small office and storage.

- ADA compliant restrooms with 4 toilet fixtures for women. One restroom accessible from interior.
- Sink within Multipurpose room.
- Shade structure

Basic Services

LOC is responsible for facilitating the project's design and planning process within the constraints of the Owner, governing authorities, and sub-consultants requirements. LOC is always committed to producing the ideal project for the Owner within the stated requirements and identified constraints.

Schematic Design 3 weeks, 15% of fee

- Based upon a detailed review of the program provided by the Owner, site constraints, and budget requirements, LOC shall provide three conceptual design options and present and review these with the Owner.
- Based upon this review, LOC shall select one design option, or some combination thereof, and develop a set of documents illustrating the scale and relationship of the project components. LOC shall then review these with the Owner, and make any final Schematic Design revisions based on the Owner's comments for approval by the Owner.
- LOC shall assist in obtaining a preliminary cost estimate.

Design Development 5 weeks, 25% of fee

- Upon the Owner's approval of Schematic Design, LOC shall refine the design to include more detailed information i.e., refine location of walls, doors, windows per Owner's comments. Develop Site Plan, Floor Plans, Building sections, Exterior Elevations, and Schedules as necessary.
 - Prepare and present exterior and interior material and finish samples. Assist the Owners in selection.
- Assist the Owners in selecting fixtures, appliances, door and window systems, and related hardware.
- LOC to obtain proposals from applicable sub-consultants. LOC shall review proposals with Owner and assist in selection of sub-consultants, and oversee their work once engaged.
 - LOC shall assist in obtaining a cost estimate.

Construction Documents 40% of fee

- Develop thorough drawings required for City submittal and construction (Site Plan, Floor Plans, Electrical/ Lighting Plans, Interior and Exterior Elevations, Building Sections, Details and Architectural Specifications) incorporating any structural or sub-consultant requirements that are intended for construction.

Plan Check approx. 9 weeks (concurrent with Construction Documents)

- Submit drawings for Plan Check review by the City of Los Angeles

- Review and address City issued Plan Check corrections as well as any required departmental clearances.
- Obtain Ready to Issue certificate from the City.

Bidding 2 weeks, 5% of fee (concurrent with Plan Check)

- Issue a set of partially complete documents to three pre-qualified Contractors for competitive bidding.
- Assist the Owner in reviewing bids and selecting a Contractor.

Construction Observation 15% of fee

- LOC shall visit the site once a week to ensure that the project is being built in conformance with the Contract Documents.
- LOC shall respond to RFI's and submittals in a timely fashion.
- LOC shall review and certify the amounts due the Contractor and shall issue certificates in such amounts.

Schedule

Completion of architectural services up to the conclusion of Construction Documents and the issuance of a Ready-to-Issue Building Permit is **estimated at approximately 19 weeks**, with interim milestones as described under services. The Schedule is subject to revision based on any changes in the Scope of Work.

Compensation

We propose to complete this effort for a not to exceed fee of **One Hundred Thirty Eight Thousand, Four Hundred dollars (\$138,400)** The fee breakdown is as follows:

Architect	\$62,500
Structural Engineer	\$9,000
MEP Engineer	\$44,000
Civil Engineer	\$8,000
Survey	\$5,000
Sub-consultants Subtotal	\$66,000
Markup (15%)	\$9,900
Total	\$138,400

In the event that the Owners authorizes an increase in the project scope or construction budget giving rise to a substantial increase in the Scope of Work, LOC has the right to renegotiate the fee on which this proposal is based. For work outside of the scope of this agreement, our hourly rate schedule is as follows:

Hourly Rate Schedule

Principal \$225/hr

Designer II \$145/hr

Designer I \$115/hr

MEP Engineer Hourly Rate Schedule

Principal \$200/hr

Project Engineer \$150/hr

Utility Coordinator \$120/hr

CAD operator \$75/hr

Clerical \$65/hr

Structural Engineer Hourly Rate Schedule

Principal-in-charge \$200/hr

Senior project manager \$150/hr

CAD operator \$75/hr

Clerical \$65/hr

Payment Schedule

The Architectural fee shall be billed monthly based upon the following allocation per phase:

Schematic Design (15%)	\$9,375
Design Development (25%)	\$15,625
Construction Documents (40%)	\$25,000
Bidding (5%)	\$3,125
Construction Observation (15%)	\$9,375

Total Fee \$62,500

Exclusions

- The cost of sub-consultants necessary to complete this project not expressly included herein. Sub-consultants shall be engaged by and managed by LOC and shall be billed at a rate of 1.15 times the actual cost.

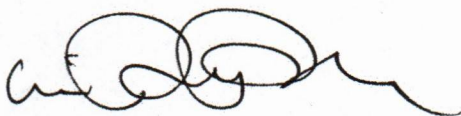
- Physical models and computer-based renderings of the project are at the architect's discretion unless expressly included herein or specifically requested by the Owner as an Additional Service.
- Consultant fees, travel, reproduction, or other project related expenses, which shall be billed at a rate of 1.15 times the actual cost.

Termination

Either Owner or Architect may cancel this agreement at any time by giving written notice thereof to the other. Upon any such termination Architect and Owner shall be relieved of any further obligations under the agreement except that Owner shall pay Architect for all services rendered and costs incurred up to the time Architect gives such notice to Owner or actually receives such notice from Owner.

Please contact us with any questions or concerns regarding this Proposal. If the preceding terms are acceptable to you, LOC will draft an agreement for us to execute prior to commencing work.

We look forward to having the opportunity to work together,



Ali Jeevanjee, Architect
Principal, LOC

ATTACHMENT D

CONTRACT SERVICES AGREEMENT

By and Between

CITY OF SOUTH EL MONTE

and

LOC, INC. dba LOC Architects

**AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF SOUTH EL MONTE AND
LOC, INC. dba LOC Architects**

THIS AGREEMENT FOR CONTRACT SERVICES (herein “Agreement”) is made and entered into this 14th day of November, 2023 by and between the CITY OF SOUTH EL MONTE, a California, a municipal corporation (“City”) and LOC, INC. dba LOC Architects, a California corporation (“Consultant”). City and Consultant may be referred to, individually or collectively, as “Party” or “Parties.”

RECITALS

City has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the services defined and described particularly in Article 1 of this Agreement.

Consultant, following submission of a proposal or bid for the performance of the services defined and described particularly in Article 1 of this Agreement, was selected by the City to perform those services.

Pursuant to the City of South El Monte Municipal Code, City has authority to enter into and execute this Agreement.

The Parties desire to formalize the selection of Consultant for performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the “Scope of Services” attached hereto as Exhibit “A” and incorporated herein by this reference, which may be referred to herein as the “services” or “work” hereunder. As a material inducement to the City entering into this Agreement, Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be both of good quality as well as fit for the purpose intended. For purposes of this Agreement, the phrase “highest

professional standards” shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Consultant’s Proposal.

The Scope of Services shall include the Consultant’s scope of work or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

Consultant shall keep itself informed concerning, and shall render all services hereunder in accordance with, all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered.

1.4 Licenses, Permits, Fees and Assessments.

Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant’s performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.5 Familiarity with Work.

By executing this Agreement, Consultant warrants that Consultant (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Consultant discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Consultant shall immediately inform the City of such fact and shall not proceed except at Consultant’s risk until written instructions are received from the Contract Officer.

1.6 Care of Work.

The Consultant shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City’s own negligence.

1.7 Further Responsibilities of Parties.

Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

1.8 Additional Services.

City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual costs of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum or \$25,000, whichever is less; or, in the time to perform of up to one hundred eighty (180) days, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other Consultants. No claims for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.9 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed **One Hundred Thirty Eight Thousand Four Hundred Dollars (\$138,400.00)** (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8.

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion; (ii) payment in accordance with specified tasks or the percentage of completion of the services, less contract retention; (iii) payment for time and materials based upon the Consultant's rates as specified in the Schedule of Compensation, provided that (a) time estimates are provided for the performance of sub tasks, (b) contract retention is maintained, and (c) the Contract Sum is not exceeded; or (iv) such other methods as may be specified in the Schedule of Compensation.

2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual subcontractor expenses of an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending said meetings.

2.4 Invoices.

Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall contain all information specified in Exhibit "C", and shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Consultant shall not invoice City for any duplicate services performed by more than one person.

City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, or as provided in Section 7.3, City will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by City for any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.5 Waiver.

Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance.

Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding two (2) years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Consultant.

The following principals of Consultant ("Principals") are hereby designated as being the principals and representatives of Consultant authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

Poonam Sharma

(Name)

Principal

(Title)

(Name)

(Title)

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. All personnel of Consultant, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the foregoing Principals may not be replaced nor may their responsibilities be substantially reduced by Consultant without the express written approval of City. Additionally, Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Consultant shall notify City of any changes in Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

4.2 Status of Consultant.

Consultant shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Consultant, nor any of Consultant's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim Consultant may have to any such rights.

4.3 Contract Officer.

The Contract Officer shall be Director of Public Works John Poehler or such person as may be designated by the City Manager. It shall be the Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Consultant shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Consultant.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Consultant's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Consultant shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant. Consultant represents and warrants that the personnel used to provide services to the City pursuant to this Agreement are classified by Consultant as employees and that Consultant issues or will issue a W-2 to such personnel.

In the event that Consultant or any employee, agent, subcontractor, or independent contractor of Consultant providing services under this Agreement claims or is determined by a federal or state agency, a court of competent jurisdiction, or the California Public Employees' Retirement System ("CalPERS") to be classified as other than an independent contractor for the City, then Consultant shall indemnify, defend, and hold harmless the City for the payment of any and all assessed fines, penalties, judgments, employee and/or employer contributions, and any other damages and costs assessed to the City as a consequence of, or in any way attributable to, the assertion that Consultant or any of Consultant's personnel used to provide the Services under this Agreement are other than independent contractors of the City.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of City.

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

Without limiting Consultant's indemnification of City, and prior to commencement of any services under this Agreement, Consultant shall obtain, provide and maintain at its own expense

during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City.

(a) General liability insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$2,000,000 per occurrence, \$4,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO “insured contract” language will not be accepted.

(b) Automobile liability insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

(c) Professional liability (errors & omissions) insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

(d) Workers’ compensation insurance. Consultant shall maintain Workers’ Compensation Insurance (Statutory Limits) and Employer’s Liability Insurance (with limits of at least \$1,000,000).

(e) Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.

(f) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit “B”.

5.2 General Insurance Requirements.

(a) Proof of insurance. Consultant shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers’ compensation. Insurance certificates and endorsements must be approved by City’s Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

(b) Duration of coverage. Consultant shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Consultant, its agents, representatives, employees or subconsultants.

(c) Primary/noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

(d) City's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(e) Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or that is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

(f) Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(g) Enforcement of contract provisions (non-estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

(h) Requirements not limiting. Requirements of specific coverage features or limits contained in this section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

(i) Notice of cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

(j) Additional insured status. General liability policies shall provide or be endorsed to provide that City and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

(k) Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

(l) Separation of insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

(m) Pass through clause. Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to City for review.

(n) Agency's right to revise specifications. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City and Consultant may renegotiate Consultant's compensation.

(o) Self-insured retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by City.

(p) Timely notice of claims. Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(q) Additional insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

5.3 Indemnification.

To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or

liabilities”) that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable (“indemnitors”), or arising from Consultant’s or indemnitors’ reckless or willful misconduct, or arising from Consultant’s or indemnitors’ negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

Consultant will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys’ fees incurred in connection therewith;

Consultant will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Consultant hereunder; and Consultant agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Consultant for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Consultant hereunder, Consultant agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys’ fees.

Consultant shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Consultant shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Consultant in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City’s sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City’s negligence, except that design professionals’ indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination or expiration of this Agreement.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the “books and records”), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be

maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Consultant's business, custody of the books and records may be given to City, and access shall be provided by Consultant's successor in interest. Notwithstanding the above, the Consultant shall fully cooperate with the City in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

6.2 Reports.

Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Consultant hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City's sole risk and without liability to Consultant, and Consultant's guarantee and warranties shall not extend to such use, reuse or assignment. Consultant may retain copies of such documents for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Moreover, Consultant with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

6.4 Confidentiality and Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Contract Officer.

(b) Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered “voluntary” provided Consultant gives City notice of such court order or subpoena.

(c) If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorney’s fees, caused by or incurred as a result of Consultant’s conduct.

(d) Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

7.2 Disputes; Default.

In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if

circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Consultant's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

7.3 Retention of Funds.

Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Consultant to insure, indemnify, and protect City as elsewhere provided herein.

7.4 Waiver.

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.6 Legal Action.

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary

provision herein, Consultant shall file a statutory claim pursuant to Government Code Sections 905 et seq. and 910 et seq., in order to pursue a legal action under this Agreement.

7.7 Liquidated Damages.

Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the City the sum of \$ _____ (_____ Dollars) as liquidated damages for each working day of delay in the performance of any service required hereunder, as specified in the Schedule of Performance (Exhibit "D"). The City may withhold from any monies payable on account of services performed by the Contractor any accrued liquidated damages. Pursuant to Government Code Section 4215, Contractor shall not be assessed liquidated damages for delay in completion of the project when such delay was caused by the failure of the public agency or owner of the utility to provide for removal or relocation of utility facilities.

7.8 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.9 Termination for Default of Consultant.

If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

7.10 Attorneys' Fees.

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Contract Officer. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects her/his financial interest or the financial interest of any corporation, partnership or association in which (s)he is, directly or indirectly, interested, in violation of any State statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination.

Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class in the performance of this Agreement. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class.

8.4 Unauthorized Aliens.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C. § 1101 *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer (with her/his name and City title), City of South El Monte, 1415 Santa Anita Avenue, South El Monte, California 91733 and in the case of the Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.3 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

9.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.6 Warranty & Representation of Non-Collusion.

No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of “financial interest” shall be consistent with State law and shall not include interests found to be “remote” or “noninterests” pursuant to Government Code Sections 1091 or 1091.5. Consultant warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Consultant further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant’s Authorized Initials _____

9.7 Corporate Authority.

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) that entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF SOUTH EL MONTE, a municipal corporation

Gloria Olmos, Mayor

ATTEST:

Donna G. Schwartz, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Anthony R. Taylor, City Attorney

CONSULTANT:

LOC, INC. dba LOC Architects, California corporation

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Address: 3203 E. 4th Street
Los Angeles, CA 90063

If applicable, two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2023 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER

TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED
☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER _____

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER IS REPRESENTING:

(NAME OF PERSON(S) OR ENTITY(IES))

SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2023 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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Signature: _____

OPTIONAL

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☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER _____

SIGNER IS REPRESENTING:

(NAME OF PERSON(S) OR ENTITY(IES))

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT “A”

SCOPE OF SERVICES

I. Consultant will perform the following Services:

Task 1. Project Management

- a. Attend a pre-design (kick-off) meeting with City staff after the award of contract to conduct introductions, discuss scope of work, information needed from various City departments, overall schedule and the implementation process.
- b. Coordinate bi-weekly progress conference calls with City staff to update the City of the project progress, and schedule status. This is also a time for the Consultant to ask any questions to the City or bring up any design issues encountered.
- c. Coordinate meetings to review the preliminary design, 60%, 90% and 100% submittals with City staff.
- d. Provide a detailed project schedule with continuous updates., and executive summary of project status to be submitted with each monthly invoice.
- e. Maintain continuous awareness of the status of each task as it proceeds and make provisions to expedite and resolve any difficulties that may impede progress.
- f. Division of the State Architect (DSA). Coordinate with the Division of the State Architect to obtain permit. The Consultant will submit the design to DSA and coordinate the DSA process from submission to permit issuance. Including meeting all permit requirements to obtain permit from the DSA. The final plans, specifications and estimates will not be approved until required permit from DSA is obtained.

Task 2. Preliminary Engineering

- a. Review base data documents including as-built improvement plans, utility information, survey information, and other available record data.
- b. Conduct necessary field surveys to assess existing conditions of the project area.
- c. Develop preliminary design.
- d. Prepare Preliminary cost estimate (Identify special conditions that might create conflicts or change orders during construction and identify how to resolve these issues.
- e. Prepare Technical specifications.
- f. Environmental. The project is assumed to be a categorical exemption.
- g. Utility Research. The consultant shall obtain all available as-built drawings from the city and show them on project plans

Task 3. Plans, Specifications & Estimate

- a. Plans, Specifications and Estimate (PS&E) shall be provided at levels of completion of approximately 60%, 90% and 100%.
- b. The City will provide review comments at the 60%, and 90% design phases.
- c. It is expected 100% plans will be complete and include comments and input from all stakeholders and appropriate City staff.
- d. Specifications shall be furnished using the latest edition of Microsoft Word for Windows. The Consultant shall prepare the Specifications per City requirements and utilizing the

- Standard Specifications for Public Works Construction (“Greenbook”).
- e. Estimate shall be prepared in spreadsheet format using Microsoft Excel.
 - f. The Consultant shall create a comment matrix to verify all City comments are addressed with each submittal.

Task 4. Bidding and Construction Support

- a. Respond to Requests for Information (RFIs) during the project advertisement period, and log questions and responses.
- b. Prepare project addenda.
- c. Attend the pre-construction meeting, job walk, and job-site meetings when requested by the City over the course of the construction schedule (assume 5 meetings).
- d. Provide responses to the Contractor’s RFIs about the plans and specifications when requested by the City.
- e. Provide responses and approvals to the Contractor’s submittals for materials and shop drawings when requested by the City.

Task 5. Prepare Record Drawings (As-Built)

- a. Prepare as-built drawings based on field red-lined as-built information provided by the City’s Construction Contractor.

Submittal Format of documents prepared by the selected Design Consultant:

- a. All submittals to City shall be made via electronic submittals.
- b. All submittal shall be in pdf format.

II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the City:

- A. Final submittals shall be dwg (AutoCAD) for plans with wet signed mylars, specifications in MS Word, Estimates in Excel, and all other documents in pdf.

III. In addition to the requirements of Section 6.2, during performance of the Services, Consultant will keep the City apprised of the status of performance by delivering the following status reports:

- A. Bi-weekly progress conference call updates

IV. All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.

V. Consultant will utilize the following personnel to accomplish the Services:

- A. Poonam Sharma, Principal in Charge

- B. Ali Jeevanjee, Senior Architect, Architect
- C. Aashna Singh, Project Designer
- D. Jagger Chen, Project Designer
- E. Lionel Garcia, C&G (Civil Engineer)
- F. Henry Abrari, Abrari (MEP Engineer)
- G. Shahram Farzan, Abrari (MEP Engineer)

DRAFT

EXHIBIT “B”

SPECIAL REQUIREMENTS

(Superseding Contract Boilerplate)

The Agreement is amended as provided herein. Deleted text is indicated in ~~strikethrough~~ and added text in ***bold italics***.

~~7.7~~ **Liquidated Damages.**

~~Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the City the sum of \$ _____ (_____ Dollars) as liquidated damages for each working day of delay in the performance of any service required hereunder, as specified in the Schedule of Performance (Exhibit “D”). The City may withhold from any monies payable on account of services performed by the Contractor any accrued liquidated damages. Pursuant to Government Code Section 4215, Contractor shall not be assessed liquidated damages for delay in completion of the project when such delay was caused by the failure of the public agency or owner of the utility to provide for removal or relocation of utility facilities.~~

EXHIBIT “C”

SCHEDULE OF COMPENSATION

I. Consultant shall perform the following tasks at the following rates:

Architect	\$62,500
Structural Engineer	\$9,000
MEP Engineer	\$44,000
Civil Engineer	\$8,000
Survey	\$5,000
Sub-consultants Subtotal	\$66,000
Markup (15%)	\$9,900
Total	\$138,400

II. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task subbudget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.8.

III. The City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:

- A. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.
- B. Line items for all materials and equipment properly charged to the Services.
- C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.
- D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

IV. The total compensation for the Services shall not exceed the Contract Sum as provided in Section 2.1 of this Agreement.

V. The Consultant’s billing rates for all personnel are attached as Exhibit C-1.

EXHIBIT “C”-1

Hourly Rate Schedule	
Principal	\$225/hr
Designer II	\$145/hr
Designer I	\$115/hr
MEP Engineer Hourly Rate Schedule	
Principal	\$200/hr
Project Engineer	\$150/hr
Utility Coordinator	\$120/hr
CAD operator	\$75/hr
Clerical	\$65/hr
Structural Engineer Hourly Rate Schedule	
Pincipal-in-charge	\$200/hr
Senior project manager	\$150/hr
CAD Operator	\$75/hr
Clerical	\$65/hr

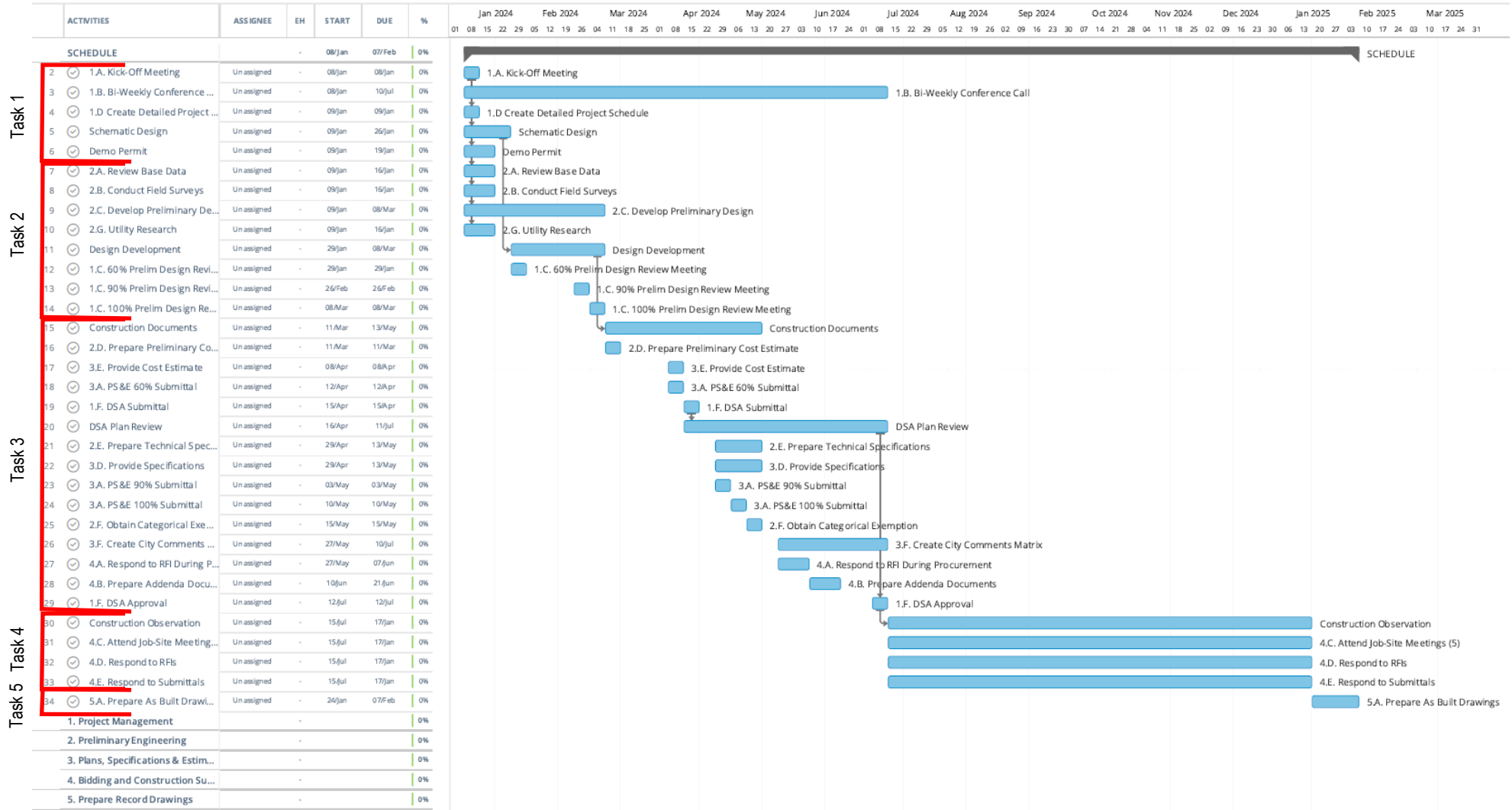
EXHIBIT "D"

SCHEDULE OF PERFORMANCE

LOC 2312_TemplePark

Read-only view, generated on 08 Nov 2023

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C-0

II. Consultant shall deliver the following tangible work products to the City by the following dates.

A. Final submittals shall be dwg (AutoCAD) for plans with wet signed mylars, specifications in MS Word, Estimates in Excel, and all other documents in pdf.

III. The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.



City Council Agenda Report

Agenda Item No. 7.g.

DATE: November 14, 2023

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Ariana De La Cruz, Director of Community Services

SUBJECT: CONSIDERATION AND APPROVAL OF RESOLUTION NO. 23-105, AUTHORIZING THE CITY MANAGER TO SIGN EXTENSIONS TO ONGOING FACILITY USE AGREEMENTS AND TO ENTER INTO NEW AGREEMENTS FOR THE USE OF CITY FACILITIES

SUMMARY: Staff is requesting City Council to authorize the City Manager to sign extensions to ongoing facility use agreements and to enter into new agreements for the use of city facilities.

RECOMMENDED ACTION: Staff recommends City Council:

1. Adopt Resolution No. 23-105, authorizing the City Manager to sign extensions to ongoing facility use agreements and to enter into new agreements for the use of city facilities.

FISCAL/FINANCIAL IMPACT: The fiscal impact depends on the facilities fees as listed on the General Fee Schedule.

DISCUSSION: The City Council has often approved on consent calendar extensions to ongoing agreements such as for agreements to use facilities of public and private entities for City programs and events and other use agreements by the City that are within the authority of the City Manager to approve. The City's current practice has been to bring these routine agreements back to Council every time an extension is needed.

The proposed resolution would change that practice so that the City Manager can enter into extensions to routine agreements without Council approval. Council can make that change in current practices to this new approach under South El Monte Municipal Code section 2.08.060, subsections K., P. & Q which grant the City Manager the following authority:

Subsection K: To exercise general supervision over all public buildings, public parks, streets and other public property which are under the jurisdiction of the city council and

not specifically delegated to a particular board or officer.

Subsection P: To perform such other duties and exercise such other powers as may be delegated from time to time by ordinance or resolution of the city council.

Subsection Q : To execute all written contracts and conveyances, when authorized by an ordinance, resolution, motion or contract adopted or approved by the city council. (Ord. 1179 §1, 2014; prior code §1-5-6)

For example, the proposed resolution will authorize the City Manager to extend the Joint Use Agreement with the Valle Lindo School District, which will continue to honor the equal right of access to all residents while ensuring that the South El Monte Little League and South El Monte/El Monte Jets will continue to be granted the same level and amount of use of the parks as they have in the past.

However, any qualifying non-profit organization who wishes to request a fee waiver for the use of City facilities and/or fields, must formally go before the City Council for their consideration and approval.

The City Council meets for two regular meetings per month and the City Council often has a number of different pressing agenda items for each regular meeting agenda that require consideration by the City Council. Agenda packets can exceed 300 pages.

Therefore, authorizing the City Manager to sign extensions to ongoing facility use agreements and to enter into new agreements for the use of facilities for events such as a night market or other city event would promote greater efficiency in the day to day operations of the City. The City Attorney would continue to review each agreement as to form to ensure consistency with the City's standard practices to effectively manage liability risks.

ATTACHMENT(S):

A. Resolution No. 23-105

RESOLUTION NO. 23-105

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL
TO AUTHORIZE THE CITY MANAGER TO SIGN
EXTENSIONS TO ONGOING FACILITY USE AGREEMENTS
AND TO ENTER INTO NEW AGREEMENTS FOR THE USE OF
CITY FACILITIES

WHEREAS, The City Council often approves on consent calendar extensions to ongoing agreements such as for agreements to use facilities of public and private entities for City programs and events and other use agreements by the City that are within the authority of the City Manager to approve, and

WHEREAS, The City's current practice has been to bring these routine agreements back to Council every time an extension is needed, and

WHEREAS, City Council can make that change in current practices to this new approach pursuant to South El Monte Municipal Code section 2.08.060, subsection K, regarding City Manager authority to exercise general supervision over all public buildings, public parks, streets and other public property which are under the jurisdiction of the City Council and not specifically delegated to a particular board or officer, and

WHEREAS, pursuant to South El Monte Municipal Code section 2.08.060, subsection P, the City Manager can perform such other duties and exercise such other powers as may be delegated from time to time by ordinance or resolution of the City Council, and

WHEREAS, pursuant to South El Monte Municipal Code section 2.08.060, subsection Q, the City Manager can execute all written contracts and conveyances, when authorized by an ordinance, resolution, motion or contract adopted or approved by the City Council.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SOUTH EL MONTE AS FOLLOWS:

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

SECTION 2. The City Council hereby authorizes the City Manager to sign extensions to ongoing facility use agreements and to enter into new agreements for the use of facilities for city events in the form approved by the City Attorney. Nothing herein shall authorize the City Manager to waive fees for any person, business or non-profit group for the use of City facilities

and/or fields. All requests for a fee waiver will continue to formally go before the City Council for their consideration and Council approval before any such fees are waived.

SECTION 3. The City Clerk shall certify to the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED this 14th day of November 2023.

Gloria Olmos, Mayor

ATTEST:

Donna G. Schwartz, City Clerk

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF SOUTH EL MONTE)

I, Donna G. Schwartz, City Clerk of the City of South El Monte, hereby certifies that the foregoing Resolution, being Resolution No. 23-105, was duly passed and approved by the City Council of the City of South El Monte at a regular meeting of said Council held on the 14th day of November 2023, and that said Resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donna G. Schwartz, City Clerk



City Council Agenda Report

Agenda Item No. 7.h.

DATE: November 14, 2023

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: John Poehler, Director of Public Works

SUBJECT: CONSIDERATION AND APPROVAL TO REJECT ALL BIDS AND RE-ADVERTISE REQUEST FOR PROPOSALS (RFP) FOR ARCHITECTURAL DESIGN SERVICES FOR SOUTH EL MONTE CITY HALL RESTROOMS REHABILITATION

SUMMARY: The City received only one proposal for Architectural Design Services for the South El Monte City Hall Restrooms Rehabilitation. Staff recommends that the City re-advertise the RFP to ensure a minimum of two (2) proposals for service and to incorporate language required to utilize Community Development Block Grant funds.

RECOMMENDED ACTION: Staff recommends City Council reject the one proposal received and authorize re-advertising the RFP for Architectural Design Services for the South El Monte City Hall Restrooms Rehabilitation and authorize staff to solicit proposals.

FISCAL/FINANCIAL IMPACT: There is no immediate fiscal impact associated with this action. Before the contract is awarded, staff will prepare a report with findings and recommendations for consideration and approval by City Council. The City will be using CNRA and CDBG funds for this project.

DISCUSSION: This project focuses on renovating and modernizing seven restrooms and one shower unit located within the City of South El Monte City Hall building. The project scope includes but not limited to the replacement of flooring, new tile, wall painting, ceiling tiles and new LED lighting/controls, new exhaust fans, doors/hardware/automatic entrance door openers, new partitions, new fixtures and sinks/counters, new dispensers, new mirrors, new signs, accessibility ADA features and related mechanical/electrical/lighting revisions and improvements.

The primary objective of the requested professional services (architectural design engineering services) is to have the selected engineering consultant provide a complete PS&E (plans, specifications and estimates) / Bid Package approved by all involved jurisdictional and regulatory agencies that will be ready for construction bidding for the improvements outlined in the RFP.

On September 12, 2023, City Council approved to release the RFP to provide Architectural Design Services for the South El Monte City Hall Restrooms Rehabilitation.

On October 11, 2023, City staff received one proposal for Architectural Design Services for the South El Monte City Hall Restrooms Rehabilitation project.

Staff is requesting that the City Council reject the single proposal received and authorize re-advertising of the RFP for Architectural Design Services for the South El Monte City Hall Restrooms Rehabilitation, with the aim to obtain at least two (2) proposals for service and to incorporate language required to utilize Community Development Block Grant funds.

Staff report was prepared by Andrés González, Senior Public Works Analyst.

ATTACHMENT(S):

- A. RFP FOR ARCHITECTURAL DESIGN SERVICES CITY HALL RESTROOMS REHAB 11-2-23
- B. County Lobbyist Certification

ATTACHMENT A

**REQUEST FOR PROPOSALS (RFP)
TO PROVIDE ARCHITECTURAL DESIGN SERVICES
FOR SOUTH EL MONTE CITY HALL RESTROOMS REHABILITATION
IN THE CITY OF SOUTH EL MONTE, CALIFORNIA**

November 15, 2023



DELIVERY ADDRESS

City of South El Monte
1415 Santa Anita Ave.
South El Monte, CA 91733
Attn: City Clerk's Office

REQUIRED NUMBER OF PROPOSALS

One (1) hard copy and one (1) electronic copy (pdf)

CONTACT INFORMATION FOR INQUIRIES
contact via e-mail only, no telephone calls

John Poehler
Director of Public Works
ipoehler@soelmonte.org

PRE-PROPOSAL MEETING

Thursday, November 30, 2023, 2:00 PM
at City Hall (Address: 1415 Santa Anita Ave.
South El Monte)

PROPOSAL DUE DATE

Wednesday, December 13, 2023; 2:00 PM

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Attachments:

Attachment A - Affidavit of Non-Collusion

Attachment B - Claims History

Attachment C - Sample Professional Services Agreement

Attachment D - CDBG Federal Requirements

Attachment E - Existing As-Builts and Project Location

**REQUEST FOR PROPOSALS (RFP)
TO PROVIDE ARCHITECTURAL DESIGN SERVICES
FOR SOUTH EL MONTE CITY HALL RESTROOMS REHABILITATION
IN THE CITY OF SOUTH EL MONTE, CALIFORNIA**



To interested and qualified Consultants:

The City of South El Monte is soliciting Proposals from qualified firms **to provide Design Services for South El Monte City Hall Restrooms Rehabilitation.**

Requirements for this RFP are enclosed.

In order to be considered in the selection process, interested parties shall submit one (1) hard copy and one (1) electronic copy (pdf) of their Proposals no later than 2:00 PM, December 13, 2023, to:

City of South El Monte
1415 Santa Anita Ave.
South El Monte, CA 91733
Attn: City Clerk's Office

A non-mandatory pre-proposal meeting is scheduled on-site (Address: 1415 Santa Anita Ave. South El Monte, CA 91733) on November 30, 2023, at 2:00 PM.

If you have any questions, please contact via email (no telephone calls):

John Poehler
Director of Public Works
jpoehler@soelmonte.org

Late proposals will not be accepted.

Sincerely,

John Poehler
Director of Public Works
City of South El Monte

**REQUEST FOR PROPOSALS (RFP)
TO PROVIDE ARCHITECTURAL DESIGN SERVICES
FOR SOUTH EL MONTE CITY HALL RESTROOMS REHABILITATION
IN THE CITY OF SOUTH EL MONTE, CALIFORNIA**

November 15, 2023

1. GENERAL INFORMATION

A. Community Profile

Incorporated in 1958, the City of South El Monte is an industrial community of approximately 21,000 residents and encompasses 2.3 square miles. This “Industrial Community” is located approximately 13 miles east of downtown Los Angeles and is adjacent to two major freeways and a major State Route in the San Gabriel Valley.

South El Monte offers a good blend of older and younger residents working in the same dedication and community spirit that the city was founded upon. Both the residents and business community are working together to make the community a better place to live and work.

In just six decades the City of South El Monte has matured into a viable commercial and industrial base, with over 2,400 businesses within 2.3 square miles. The City is currently focusing on improving the infrastructure of the community making it a better place to live and work.

B. Overview

The City is requesting the services of a company to provide **Architectural Design Services For South El Monte City Hall Restrooms Rehabilitation**.

2. PROJECT DESCRIPTION

This project focuses on renovating and modernizing four restrooms (at the main floor, two public restrooms and two staff restrooms) located within the City of South El Monte City Hall building. The project scope includes but not limited to the replacement of flooring, new tile, wall painting, ceiling tiles and new LED lighting/controls, new exhaust fans, doors/hardware/automatic entrance door openers, new partitions, new fixtures and sinks/counters, new dispensers, new mirrors, new signs, accessibility ADA features and related mechanical/electrical/lighting revisions and improvements.

Total project funding available including construction and soft cost is \$650,000. The proposed design services will be funded through CDBG Funds. Consultant shall comply with Attachment D – CDBG Federal Requirements as part of this contract.

3. RFP SCHEDULE

Below is the RFP schedule. Below tentative schedule is subject to change by the City:

Request for Proposals Posted and Issued	Wednesday, November 15, 2023
Non-Mandatory Pre-Proposal Meeting	Thursday, November 30, 2023, 2:00 PM
Deadline for Receipt of Questions	Friday, December 1, 2023, 5:00 PM
Addendum (if necessary) to Respond to Questions	Wednesday, December 6, 2023
Deadline for Receipt of Proposals (RFP Due Date)	Wednesday, December 13, 2023, 2:00 PM
Evaluation of proposals	January 2024
Final Consultant Selection	January 2024
Contract Awarded by City Council	January 2024
Contract Execution	February 2024
Notice to Proceed	February 2024

4. SCOPE OF SERVICES

The primary objective of the project is to have the selected architectural consultant to provide a complete PS&E (plans, specifications and estimates) approved by all involved jurisdictional and regulatory agencies and is ready for construction bidding for the improvements outlined in this RFP and attached documents.

The scope of work generally includes:

Task 1. Project Management

- a. Attend a pre-design (kick-off) meeting with City staff after the award of contract to conduct introductions, discuss scope of work, information needed from various City departments, overall schedule and the implementation process.
- b. Coordinate bi-weekly progress conference calls with City staff to update the City of the project progress, and schedule status. This is also a time for the Consultant to ask any questions to the City or bring up any design issues encountered.
- c. Coordinate meetings to review the preliminary design, 60%, 90% and 100% submittals with City staff.
- d. Provide a detailed project schedule with continuous updates., and executive

summary of project status to be submitted with each monthly invoice.

- e. Maintain continuous awareness of the status of each task as it proceeds and make provisions to expedite and resolve any difficulties that may impede progress.

Task 2. Preliminary Engineering

- a. Review base data documents including as-built improvement plans, utility information, survey information, and other available record data.
- b. Conduct necessary field surveys to assess existing conditions of the project area.
- c. Develop preliminary design.
- d. Prepare Preliminary cost estimate (Identify special conditions that might create conflicts or change orders during construction and identify how to resolve these issues.
- e. Prepare Technical specifications.
- f. Environmental. The project is assumed to be a categorical exemption.
- g. Utility Research. The consultant shall obtain all available as-built drawings from the city and show them on project plans

Task 3. Plans, Specifications & Estimate

- a. Plans, Specifications and Estimate (PS&E) shall be provided at levels of completion of approximately 60%, 90% and 100%.
- b. The City will provide review comments at the 60%, and 90% design phases.
- c. It is expected 100% plans will be complete and include comments and input from all stakeholders and appropriate City staff.
- d. Specifications shall be furnished using the latest edition of Microsoft Word for Windows. The Consultant shall prepare the Specifications per City requirements and utilizing the Standard Specifications for Public Works Construction ("Greenbook").
- e. Estimate shall be prepared in spreadsheet format using Microsoft Excel.
- f. The Consultant shall create a comment matrix to verify all City comments are addressed with each submittal.

Task 4. Bidding and Construction Support

- a. Respond to Requests for Information (RFIs) during the project advertisement period, and log questions and responses.
- b. Prepare project addenda.
- c. Attend the pre-construction meeting, job walk, and job-site meetings when requested by the City over the course of the construction schedule (assume 5 meetings).
- d. Provide responses to the Contractor's RFIs about the plans and specifications when requested by the City.
- e. Provide responses and approvals to the Contractor's submittals for materials and shop drawings when requested by the City.

Task 5. Prepare Record Drawings (As-Built)

- a. Prepare as-built drawings based on field red-lined as-built information provided by the City's Construction Contractor.

Submittal Format of documents prepared by the selected Design Consultant:

- a. All submittals to City shall be made via electronic submittals.
- b. All submittal shall be in pdf format.
- c. Final submittals shall be dwg (AutoCAD) for plans with wet signed mylars, specifications in MS Word, Estimates in Excel, and all other documents in pdf.

The above tasks are provided as general guidance to the proposing firms. The proposers shall review the RFP and attached documents and conduct any other documents review, research and field reviews as they deem necessary, and provide a detailed scope of services as part of their proposals.

It is the consultant's responsibility to identify all necessary tasks and components, and provide all necessary services as required. Provide the City with a complete set of PS&E Bid Package approved by all regulatory and involved agencies.

5. KEY PERSONNEL

It is imperative that the key personnel providing the consulting services have the background, experience, and qualifications to complete the project. The City reserves the right to approve all key personnel individually for work on this contract. All key staff shall be named in the contract. After the contract is signed, the proposer may not replace key staff unless their employment is terminated or agreed upon by the City. The City must approve replacement staff before a substitute person is assigned to the Project. The City reserves the right to request that the proposer replace a staff person assigned to the contract should the City consider such a replacement to be for the good of the project.

6. CITY'S STANDARD PROFESSIONAL SERVICES AGREEMENT

The RFP includes a sample of City's Professional Services Agreement as Attachment C. Proposers shall review the Agreement and provide a statement that they will comply with all aspects of the Agreement, or provide any comments that they would like the City to consider. The City Attorney will review any comment received and make a final decision if all or part or any of such comments may be considered.

7. INSURANCE COVERAGE LIMITS AND REQUIREMENTS

Consultant shall provide Insurance Coverage Limits and Requirements as indicated in

this RFP as provided in Attachment C.

8. CONSULTANT SELECTION METHODOLOGY

The proposals will be evaluated based upon several factors. These factors may include:

Evaluation Criteria	Max Points
Completeness of the Proposals and compliance with the required RFP format.	10
Project understanding, scope and approach to develop the project efficiently.	25
Experience and Qualifications of Key Staff.	25
Similar Project Experience, including familiarity with State and Federal procedures.	25
Effectiveness of Project Schedule showing how the proposer will be able to complete the design with required time duration	15
Total Points	100

As part of the evaluation, the City will also contact references listed in the proposal.

City Selection Panel will review the proposals received, and rank them based on the above criteria, and establish highest ranked consultant. The City may choose not to conduct oral interviews and negotiate a contract with the highest ranked consultant after the evaluation of written proposals.

At City's discretion, the City may also conduct oral interviews with the top 3 ranked consultants. If oral interviews are conducted, the City will inform the selected proposers and provide the evaluation criteria for oral interviews at that time. After evaluations, the City will select the consultant who has is ranked highest.

After ranking, cost negotiations will begin with the most qualified consultant and only their cost proposal will be opened. Should negotiations fail or result in a price that the local agency does not consider fair and reasonable, negotiations must be formally terminated and the local agency must then undertake negotiations with the second most qualified consultant. If the negotiations with the second most qualified firm are not successful, negotiations must be formally terminated and the local agency must then undertake negotiations with the third most qualified consultant, and so on, until the price is determined to be fair and reasonable by the local agency.

9. PREVAILING WAGE RATES

Depending upon the scope of work, the required contract provisions may include the California State Prevailing Wages (Federal Payment of Predetermined Minimum Wage applies only to federal-aid construction contracts). Prevailing wages will apply if the services to be performed will involve land surveying (such as flag persons, survey party chief, rodman or chainman), materials sampling and testing (such as drilling rig operators, pile driving, crane operators), inspection work, soils or foundation investigations, environmental hazardous materials and so forth. California State Prevailing Wage information is available through the California Department of Industrial Relations websites below. The selected Consultant will need to provide its Prevailing Wage Policy if their participation on the project includes prevailing wage work. The policy will include information on the accounting treatment of delta base and delta fringe, and verify the accounting treatment is consistent every year.

1. DIR FAQ website: http://www.dir.ca.gov/OPRL/FAQ_PrevailingWage.html
2. DIR Wage Determination website:
<http://www.dir.ca.gov/oprl/DPreWageDetermination.htm>
3. Caltrans Prevailing Wage Interpretive Guidance:
<https://iq.dot.ca.gov/resources/interpretive-guidance>

10. CONTRACT AWARD

Any contract resulting from this RFP will be awarded to a firm whose Proposal meet the technical requirements of the RFP and is evaluated as the highest ranked proposal. Proposals will be ranked in accordance with the evaluation criteria stated in this RFP.

Negotiations regarding a fair and reasonable price will occur subsequent to consultant selection. Should the City be unable to obtain a fair and reasonable price through negotiations with the highest qualified proposer, the City shall enter into negotiations with the next highest qualified proposer and may award that contract if the parties are able to arrive at a fair and reasonable price. If that is unattainable, the City shall enter into negotiations with the next highest qualified proposer in sequence until an agreement is reached.

11. REQUIRED FORMAT FOR TECHNICAL PROPOSAL SUBMITTAL

Please submit your Technical Proposal in the format specified below:

Cover Letter: Emphasize strong points of the project team and the firm's experience. Include the name, address, telephone number, title, and signature of the firm's contact person for this proposal. The cover letter shall state that the submittal is valid for 120 days.

Table of Contents: Provide contents of proposal.

Section 1. Approach and Scope of Work: Provide your understanding of the project and describe your approach. Provide a detailed scope of work that your firm will utilize in providing requested services in efficient and cost-effective manner. In your approach, describe methods that you will use for quality control, budget/cost control, schedule control, and document control.

Section 2: Schedule: Provide a project a detailed schedule. Use February 5, 2024 as the start date of City's Notice to Proceed with the project. Show project tasks, durations, start and completion dates, time allocations for City review and other regulatory agency review and any outside agencies that may be involved in the review and approval process. The final PS&E shall be submitted within 4 months of City's Notice to Proceed, excluding City review times.

Section 3. Project Team, Key Personnel and Resumes: Provide an organization chart showing the names and responsibilities of key personnel and subconsultants. Provide resumes of all key personnel identified in the organization chart.

Section 4. Company Qualifications: Provide qualifications of prime consulting firm and sub-consultants.

Section 5. References: Provide five (5) Public Agency references for similar projects.

Section 6. City's Standard Professional Services Agreement (see Attachment C. Sample Professional Services Agreement): The referenced attachment is City's Standard Professional Services Agreement, which will be executed by the selected consultant. Proposers shall review the Agreement and provide a statement that they will comply with all aspects of the Agreement or provide any comments that they would like the City to consider. Please note that the City does not guarantee that any revisions to the contract will be accepted. The selected consultant shall be prepared to execute the contract as is, if the City does not accept any changes provided by the consultant.

Section 7. Addenda Acknowledgement: If any Addenda is issued by the City, the proposers shall include an acknowledgement of receiving such Addenda and their agreement with the terms and conditions stated in such Addenda. If no Addenda is issued, proposers shall state so in this section.

Section 8. Required Attachments:

Below attachments shall be signed and submitted with the proposal:

- Attachment A - Affidavit of Non-Collusion
- Attachment B - Claims History
- Attachment D - CDBG Federal Requirements (Include the federal provisions and the completed forms as part of the proposal)

The Fee Proposal shall be submitted in a separate envelope as indicated in the following section.

12. FEE ESTIMATE PROPOSAL SUBMITTAL

Fee Proposal shall be submitted in a separate sealed envelope.

Fee shall be provided in detail per each task identified on this RFP, including staff hours, hourly rates, and any subconsultant cost (if applicable). If subconsultant is proposed, provide the same detail with hours and hourly rates.

13. QUESTIONS REGARDING THIS RFP

All questions regarding this RFP must be submitted via email:

John Poehler
Director of Public Works
jpoehler@soelmonte.org

Questions regarding this proposal shall be submitted via email to the above contact within the deadline identified on the RFP Schedule. In response to all questions received by this date, City will issue an Addendum on the date identified on the RFP Schedule prior to the proposal submittal due date. The addendum will be emailed to all RFP recipients on record.

14. PROPOSAL SUBMITTAL PROTOCOL

Interested and qualified firms shall submit their proposals as follows:

- **Envelope 1:** Technical Proposal, 1 bound copy and 1 pdf file on thumb drive.
Please indicate on the Proposal Cover:
TECHNICAL PROPOSAL
Architectural Design Services for South El Monte City Hall
Restrooms Rehabilitation
- **Envelope 2:** Fee Proposal, 1 bound copy and 1 pdf file on thumb drive.
Please indicate on the Proposal Cover:
FEE PROPOSAL
Architectural Design Services for South El Monte City Hall
Restrooms Rehabilitation

**Proposal submittal due date is:
December 13, 2023; 2:00 PM**

Proposals shall be addressed to:

City of South El Monte
1415 Santa Anita Ave.
South El Monte, CA 91733
Attn: City Clerk's Office

Late proposals will not be accepted.

Note: Use of the City seal is prohibited on any documents without City authorization. Consultants shall not include City seal in their proposals without authorization.

15. PRE-CONTRACTUAL EXPENSES IN RESPONDING TO THE RFP PREPARATION

The City shall not be liable for any pre-contractual expenses incurred by any proposer or by any selected consultant. Each proposer shall protect, defend, indemnify, and hold harmless the City from any and all liability, claims, or expenses whosoever incurred by, or on behalf of, the entity participating in the preparation of its response to this RFP. Pre-contractual expenses are defined as expenses incurred by proposers and the selected consultant, if any, in:

- Preparing and submitting information in response to this RFP
- Negotiations with the City on any matter related to this procurement
- Costs associated with interviews, meetings, travel or presentations
- All other expenses incurred by a proposer/consultant prior to the date of award and a formal notice to proceed.

The City reserves the right to amend, withdraw and cancel this RFP. The City reserves the right to reject all responses to this request at any time prior to contract execution, or only award a partial contract for a limited scope of work. The City reserves the right to request or obtain additional information about any and all proposals.

END OF RFP

ATTACHMENTS TO FOLLOW

Attachment A	Affidavit of Non-Collusion
Attachment B	Claims History
Attachment C	Sample Professional Services Agreement
Attachment D	CDBG Federal Requirements
Attachment E	Existing As-builts and Project Location

ATTACHMENT A

AFFIDAVIT OF NON-COLLUSION

I state that I am _____ (title) of _____ (name of firm) and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this Offer.

I state that:

- (1) The price(s) and amount of this Offer have been arrived at independently and without consultation, communication or agreement with any other Proposer or potential Proposer.
- (2) That neither the price(s) nor the amount of this Offer, and neither the approximate price(s) nor approximate amount of this Offer, have been disclosed to any other firm or person who is a Proposer or potential Proposer, and they will not be disclosed before Solicitation opening.
- (3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit an Offer higher than this Offer, or to submit any intentionally high or noncompetitive Offer or other form of complementary Offer.
- (4) The Offer of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Offer.
- (5) _____ (name of firm), its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted of or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as described in the attached appendix.

I state that _____ (name of firm) understands and acknowledges that the above representations are material and important, and will be relied on by the City of South El Monte in awarding the contract(s) for which this Offer is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the City of South El Monte of the true facts relating to the submission of Offers for this contract.

(Authorized Signature)

(Name of Company/Position)

Sworn to and subscribed before me this _____ day of _____, 20____.

Notary Public for California

My Commission Expires: _____

ATTACHMENT B

CLAIMS HISTORY

Each Consultant shall submit a summary of whether or not any of the following events have occurred within the past (10) years and, if so, a brief description of the circumstances involved (including, without limitation, the names of parties involved, current status and final disposition of the matter of dispute):

Failure to disclose any circumstances requested in the following paragraphs is grounds for disqualification.

- Failure by Consultant or any sub-consultant to enter into a contract to which it has received an award by a public entity.
- Forfeiture of a bid or proposal bond by proposer or any sub-consultant.
- Termination for default under a contract awarded by a public entity to Consultant or any sub-consultant.
- Debarment of Consultant or any sub-consultant by any municipal, county, state, federal, or local agency (note: debarment is grounds for automatic disqualification).
- The filing of a lawsuit or arbitration in which the Consultant or a sub-consultant was a defendant or cross-defendant at any time within the past ten (10) years that involved the performance of project, program, or engineering services and that involved an amount in controversy sought to be recovered from Consultant or the sub-consultant of more than \$100,000.00.
- Conviction of Consultant, a sub-consultant, or any of their principals or officers for violation of a state or federal antitrust law involving bid rigging, collusion, or restriction on competition between bidders, or conviction of violating any other federal or state law relating to bidding or contract performance (note: such conviction is grounds for automatic disqualification).
- Any publications involving firm or principals alleging or claiming corruption (such claims are grounds for automatic disqualification).
- Any suspension, revocation, or other disciplinary proceeding relating to a contracting or professional license issued to proposer or a sub-consultant.

ATTACHMENT C

SAMPLE PROFESSIONAL SERVICES AGREEMENT

CONTRACT SERVICES AGREEMENT

By and Between

CITY OF SOUTH EL MONTE

and

**AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF SOUTH EL MONTE AND**

THIS AGREEMENT FOR CONTRACT SERVICES (herein “Agreement”) is made and entered into this ____ day of _____, 2023 by and between the CITY OF SOUTH EL MONTE, a California, a municipal corporation (“City”) and _____, _____ (“Consultant”). City and Consultant may be referred to, individually or collectively, as “Party” or “Parties.”

RECITALS

City has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the services defined and described particularly in Article 1 of this Agreement.

Consultant, following submission of a proposal or bid for the performance of the services defined and described particularly in Article 1 of this Agreement, was selected by the City to perform those services.

Pursuant to the City of South El Monte Municipal Code, City has authority to enter into and execute this Agreement.

The Parties desire to formalize the selection of Consultant for performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the “Scope of Services” attached hereto as Exhibit “A” and incorporated herein by this reference, which may be referred to herein as the “services” or “work” hereunder. As a material inducement to the City entering into this Agreement, Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be both of good quality as well as fit for the purpose intended. For purposes of this Agreement, the phrase “highest

professional standards” shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Consultant’s Proposal.

The Scope of Services shall include the Consultant’s scope of work or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

Consultant shall keep itself informed concerning, and shall render all services hereunder in accordance with, all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered.

1.4 Licenses, Permits, Fees and Assessments.

Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant’s performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.5 Familiarity with Work.

By executing this Agreement, Consultant warrants that Consultant (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Consultant discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Consultant shall immediately inform the City of such fact and shall not proceed except at Consultant’s risk until written instructions are received from the Contract Officer.

1.6 Care of Work.

The Consultant shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City’s own negligence.

1.7 Further Responsibilities of Parties.

Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

1.8 Additional Services.

City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual costs of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum or \$25,000, whichever is less; or, in the time to perform of up to one hundred eighty (180) days, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other Consultants. No claims for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.9 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed _____ Dollars (\$_____) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8.

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion; (ii) payment in accordance with specified tasks or the percentage of completion of the services, less contract retention; (iii) payment for time and materials based upon the Consultant's rates as specified in the Schedule of Compensation, provided that (a) time estimates are provided for the performance of sub tasks, (b) contract retention is maintained, and (c) the Contract Sum is not exceeded; or (iv) such other methods as may be specified in the Schedule of Compensation.

2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual subcontractor expenses of an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending said meetings.

2.4 Invoices.

Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall contain all information specified in Exhibit "C", and shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Consultant shall not invoice City for any duplicate services performed by more than one person.

City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, or as provided in Section 7.3, City will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by City for any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.5 Waiver.

Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance.

Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding _____ years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D"). [The City may, in its sole discretion, extend the Term for ____ additional one-year terms.]

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Consultant.

The following principals of Consultant ("Principals") are hereby designated as being the principals and representatives of Consultant authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

(Name)

(Title)

(Name)

(Title)

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. All personnel of Consultant, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the foregoing Principals may not be replaced nor may their responsibilities be substantially reduced by Consultant without the express written approval of City. Additionally, Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Consultant shall notify City of any changes in Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

4.2 Status of Consultant.

Consultant shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Consultant, nor any of Consultant's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim Consultant may have to any such rights.

4.3 Contract Officer.

The Contract Officer shall be [_____] or such person as may be designated by the City Manager. It shall be the Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Consultant shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Consultant.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Consultant's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Consultant shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant. Consultant represents and warrants that the personnel used to provide services to the City pursuant to this Agreement are classified by Consultant as employees and that Consultant issues or will issue a W-2 to such personnel.

In the event that Consultant or any employee, agent, subcontractor, or independent contractor of Consultant providing services under this Agreement claims or is determined by a federal or state agency, a court of competent jurisdiction, or the California Public Employees' Retirement System ("CalPERS") to be classified as other than an independent contractor for the City, then Consultant shall indemnify, defend, and hold harmless the City for the payment of any and all assessed fines, penalties, judgments, employee and/or employer contributions, and any other damages and costs assessed to the City as a consequence of, or in any way attributable to, the assertion that Consultant or any of Consultant's personnel used to provide the Services under this Agreement are other than independent contractors of the City.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of City.

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

Without limiting Consultant's indemnification of City, and prior to commencement of any services under this Agreement, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City.

(a) General liability insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$2,000,000 per occurrence, \$4,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO “insured contract” language will not be accepted.

(b) Automobile liability insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

(c) Professional liability (errors & omissions) insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

(d) Workers’ compensation insurance. Consultant shall maintain Workers’ Compensation Insurance (Statutory Limits) and Employer’s Liability Insurance (with limits of at least \$1,000,000).

(e) Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.

(f) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit “B”.

5.2 General Insurance Requirements.

(a) Proof of insurance. Consultant shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers’ compensation. Insurance certificates and endorsements must be approved by City’s Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

(b) Duration of coverage. Consultant shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Consultant, its agents, representatives, employees or subconsultants.

(c) Primary/noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute

with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

(d) City's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(e) Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or that is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

(f) Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(g) Enforcement of contract provisions (non-estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

(h) Requirements not limiting. Requirements of specific coverage features or limits contained in this section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

(i) Notice of cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

(j) Additional insured status. General liability policies shall provide or be endorsed to provide that City and its officers, officials, employees, and agents, and volunteers shall be

additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

(k) Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

(l) Separation of insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

(m) Pass through clause. Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to City for review.

(n) Agency's right to revise specifications. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City and Consultant may renegotiate Consultant's compensation.

(o) Self-insured retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by City.

(p) Timely notice of claims. Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(q) Additional insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

5.3 Indemnification.

To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of

Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable (“indemnitors”), or arising from Consultant’s or indemnitors’ reckless or willful misconduct, or arising from Consultant’s or indemnitors’ negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

Consultant will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys’ fees incurred in connection therewith;

Consultant will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Consultant hereunder; and Consultant agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Consultant for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Consultant hereunder, Consultant agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys’ fees.

Consultant shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Consultant shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Consultant in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City’s sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City’s negligence, except that design professionals’ indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination or expiration of this Agreement.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the “books and records”), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times

during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Consultant's business, custody of the books and records may be given to City, and access shall be provided by Consultant's successor in interest. Notwithstanding the above, the Consultant shall fully cooperate with the City in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

6.2 Reports.

Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Consultant hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City's sole risk and without liability to Consultant, and Consultant's guarantee and warranties shall not extend to such use, reuse or assignment. Consultant may retain copies of such documents for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Moreover, Consultant with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

6.4 Confidentiality and Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or

work product to persons or entities other than City without prior written authorization from the Contract Officer.

(b) Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered “voluntary” provided Consultant gives City notice of such court order or subpoena.

(c) If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorney’s fees, caused by or incurred as a result of Consultant’s conduct.

(d) Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

7.2 Disputes; Default.

In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices

during the period of default. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Consultant's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

7.3 Retention of Funds.

Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Consultant to insure, indemnify, and protect City as elsewhere provided herein.

7.4 Waiver.

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.6 Legal Action.

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code Sections 905 et seq. and 910 et seq., in order to pursue a legal action under this Agreement.

7.7 Liquidated Damages.

Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the City the sum of \$ _____ (_____ Dollars) as liquidated damages for each working day of delay in the performance of any service required hereunder, as specified in the Schedule of Performance (Exhibit "D"). The City may withhold from any monies payable on account of services performed by the Contractor any accrued liquidated damages. Pursuant to Government Code Section 4215, Contractor shall not be assessed liquidated damages for delay in completion of the project when such delay was caused by the failure of the public agency or owner of the utility to provide for removal or relocation of utility facilities.

7.8 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.9 Termination for Default of Consultant.

If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

7.10 Attorneys' Fees.

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Contract Officer. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects her/his financial interest or the financial interest of any corporation, partnership or association in which (s)he is, directly or indirectly, interested, in violation of any State statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination.

Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class in the performance of this Agreement. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class.

8.4 Unauthorized Aliens.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C. § 1101 *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer (with her/his name and City title), City of South El Monte, 1415 Santa Anita Avenue, South El Monte, California 91733 and in the case of the Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.3 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

9.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or

decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.6 Warranty & Representation of Non-Collusion.

No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of “financial interest” shall be consistent with State law and shall not include interests found to be “remote” or “noninterests” pursuant to Government Code Sections 1091 or 1091.5. Consultant warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Consultant further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant’s Authorized Initials _____

9.7 Corporate Authority.

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) that entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF SOUTH EL MONTE, a municipal corporation

Gloria Olmos, Mayor

ATTEST:

Donna G. Schwartz, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Anthony R. Taylor, City Attorney

CONSULTANT:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Address: _____

If applicable, two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2023 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
☐ INDIVIDUAL ☐ CORPORATE OFFICER TITLE(S)	TITLE OR TYPE OF DOCUMENT
☐ PARTNER(S) ☐ GENERAL ☐ ATTORNEY-IN-FACT ☐ TRUSTEE(S) ☐ GUARDIAN/CONSERVATOR ☐ OTHER _____ ☐ LIMITED	NUMBER OF PAGES
SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES))	DATE OF DOCUMENT
SIGNER(S) OTHER THAN NAMED ABOVE	

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2023 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
☐ INDIVIDUAL	_____
☐ CORPORATE OFFICER	TITLE OR TYPE OF DOCUMENT

TITLE(S)	
☐ PARTNER(S) ☐ LIMITED	_____
☐ GENERAL	NUMBER OF PAGES
☐ ATTORNEY-IN-FACT	
☐ TRUSTEE(S)	_____
☐ GUARDIAN/CONSERVATOR	DATE OF DOCUMENT
☐ OTHER _____	

SIGNER IS REPRESENTING:	_____
(NAME OF PERSON(S) OR ENTITY(IES))	SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"

SCOPE OF SERVICES

III. Consultant will perform the following Services:

A.

B.

C.

IV. As part of the Services, Consultant will prepare and deliver the following tangible work products to the City:

A.

B.

C.

V. In addition to the requirements of Section 6.2, during performance of the Services, Consultant will keep the City appraised of the status of performance by delivering the following status reports:

A.

B.

C.

VI. All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.

VII. Consultant will utilize the following personnel to accomplish the Services:

A.

B.

C.

EXHIBIT “B”

SPECIAL REQUIREMENTS

(Superseding Contract Boilerplate)

The Agreement is amended as provided herein. Deleted text is indicated in ~~strikethrough~~ and added text in ***bold italics***.

EXHIBIT "C"

SCHEDULE OF COMPENSATION

I. Consultant shall perform the following tasks at the following rates:

		RATE	TIME	SUB-BUDGET
A.	_____	_____	_____	_____
B.	_____	_____	_____	_____
C.	_____	_____	_____	_____
D.	_____	_____	_____	_____

II. A retention of ten percent (10%) shall be held from each payment as a contract retention to be paid as part of the final payment upon satisfactory completion of services.

III. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task subbudget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.8.

IV. The City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:

- A. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.
- B. Line items for all materials and equipment properly charged to the Services.
- C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.
- D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

V. The total compensation for the Services shall not exceed the Contract Sum as provided in Section 2.1 of this Agreement.

VI. The Consultant's billing rates for all personnel are attached as Exhibit C-1.

EXHIBIT “D”

SCHEDULE OF PERFORMANCE

- I. Consultant shall perform all services timely in accordance with the following schedule:**

		<u>Days to Perform</u>	<u>Deadline Date</u>
A.	Task A	_____	_____
B.	Task B	_____	_____
C.	Task C	_____	_____

- II. Consultant shall deliver the following tangible work products to the City by the following dates.**

- A.
- B.
- C.

- III. The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.**

ATTACHMENT D

CDBG Federal Requirements

Conflict of Interest:

Contractor agrees that any conflict or potential conflict of interest shall be fully disclosed prior to execution of the Agreement or upon actual knowledge of a conflict of interest or potential conflict of interest during the term of this Agreement and Contractor shall comply with all applicable federal, state and county laws and regulations governing conflict of interest, in accordance with 24 CFR Part 85, Sec. 84.36.

Political Activity/Lobbying Certification:

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

Los Angeles County Lobby Certification:

It is understood that each person/entity/firm who applies for a Community Development Commission contract, and as part of that process, shall certify that they are familiar with the requirements of the Los Angeles County Code Chapter 2.160, (Los Angeles County Ordinance 93-003 or successor) and; that all persons/entity/firms acting on behalf of the above name firm have and will comply with the County Code, and; that any person/entity/firm who seeks a contract with the Community Development Commission shall be disqualified there from and denied the contract and, shall be liable in civil action, if any lobbyists, lobbying firm, lobbyist employer or any other person or entity acting on behalf of the above named firm fails to comply with the provisions of the County Code.

Non-Discrimination:

Executive Order 11246 requires that during the performance of this Contract, the consultant agree not to discriminate against any employee or applicant for employment because of race, religion, sex, color, or national origin. Such action shall include, but not limited to, the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the consultant setting forth the provisions of this nondiscrimination clause.

Civil Rights Act of 1964:

Title VI of the Civil Rights Act of 1964 provides that no person shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Housing And Community Development Act of 1974:

Section 109, Title I of the Housing and Community Development Act of 1974, provides that no person shall, on the ground of race, color, national origin, or sex, be excluded

from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Title.

Prohibition of Age Discrimination:

Prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, or with respect to an otherwise qualified individual, as provided in Section 504 or the Rehabilitation Act of 1973, shall also apply to any such program or activity.

Consultant shall complete the below form and submit as part of its proposal.

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

Name of Firm: _____

Address: _____

State: _____ Zip Code: _____ Telephone Number: () _____

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

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

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

Authorized Official:

(Contractor/Subcontractor)

By: _____
(Signature)

(Date)

(Title)

Consultant shall complete the below form and submit as part of its proposal.

EXHIBIT - 15

FEDERAL LOBBYIST CERTIFICATION

Name of Firm: _____

Address: _____

State: _____ Zip Code: _____ Telephone Number: () _____

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

- 1) No Federal appropriated funds have been paid by or on behalf of the above named firm to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of and Federal grant, loan or cooperative agreement, and any extension, continuation, renewal, amendment, or modification thereof, and;
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant loan, or cooperative agreement, the above named firm shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions, and;
- 3) The above name firm shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreement) and that all sub-recipients shall certify and disclose accordingly.

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

Authorized Official:

(Contractor/Subcontractor)

By: _____
(Signature)

(Date)

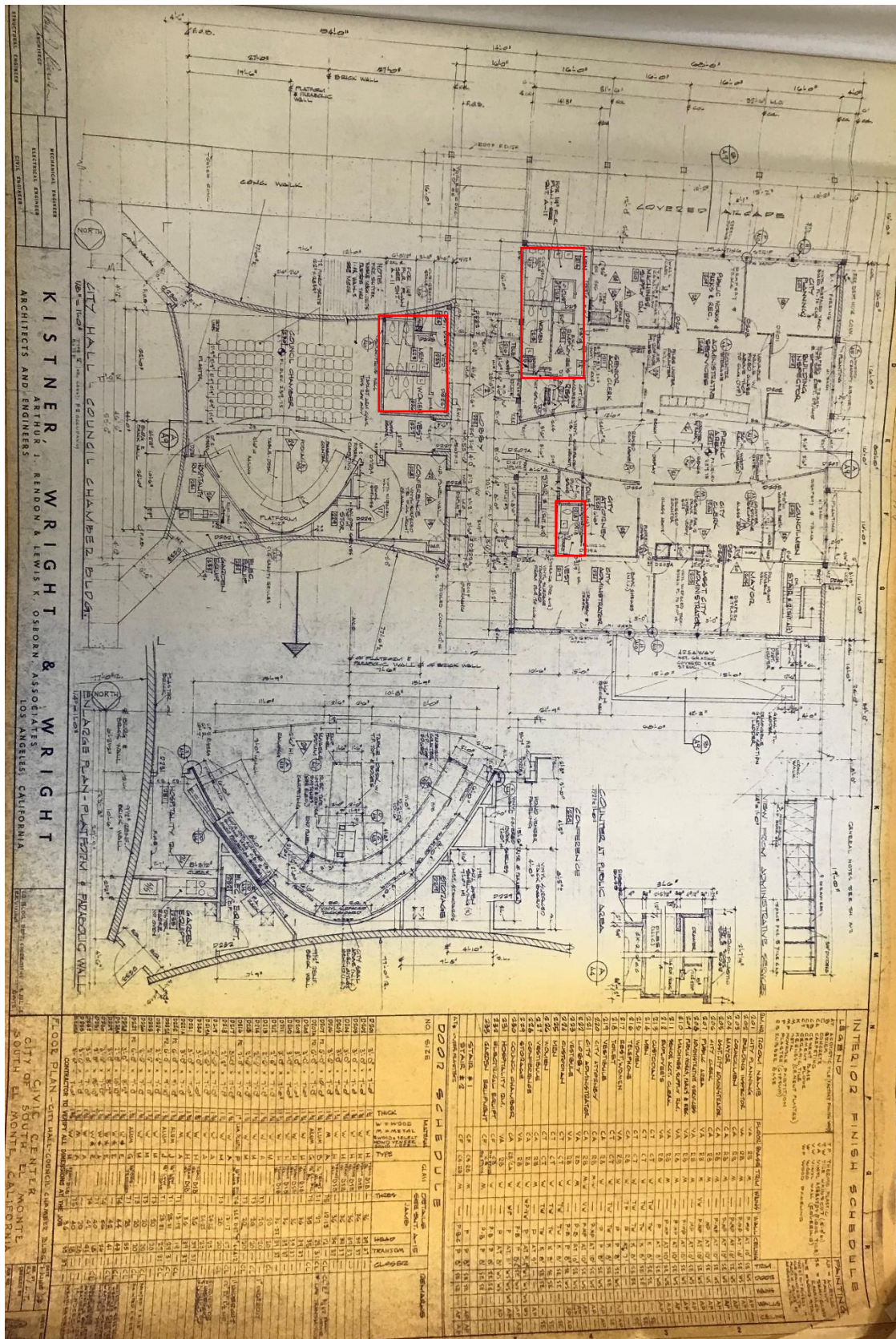
(Title)

ATTACHMENT E

Existing As-Builts and Project Location

ATTACHMENT E: Existing As-BUILts and Project Location

First Floor, City of South El Monte City Hall



ATTACHMENT B

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

Name of Firm: _____

Address: _____

State: _____ Zip Code: _____ Telephone Number: () _____

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

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

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

Authorized Official:

(Contractor/Subcontractor)

By: _____
(Signature)

(Date)

(Title)



City Council Agenda Report

Agenda Item No. 7.i.

DATE: November 14, 2023

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: John Poehler, Director of Public Works

SUBJECT: CONSIDERATION FOR AUTHORIZATION TO SOLICIT REQUEST FOR PROPOSALS (RFP) FOR JANITORIAL MAINTENANCE SERVICE

SUMMARY: Staff seeks City Council approval to publish a Request for Proposals (RFP) for Janitorial Maintenance Services for the City of South El Monte.

RECOMMENDED ACTION: Staff recommends City Council approve the RFP to solicit proposals from qualified consultants to provide Janitorial Maintenance Services.

FISCAL/FINANCIAL IMPACT: There is no immediate fiscal impact associated with this action. Staff will prepare a report with findings and recommendations for consideration and approval by City Council. \$250,000 has been appropriated for these services within the City Council's approved FY 2023/24 budget (01-170-1020-5515).

DISCUSSION: The City's current contract for Janitorial Maintenance Services expired on June 30, 2023. In order to ensure that there is no disruption in the continuation of services, staff is requesting authorization from the City Council to publish a Request for Proposals (RFP) for Janitorial Maintenance Services. The City contracts Janitorial Maintenance Services to ensure the general and efficient maintenance of City facilities. This maintenance not only upholds but also reinforces the City's professionalism and dedication to offering clean, sanitary facilities for its residents and staff, as well as for developers, contractors, and the general public.

Below is a list of City Facilities that are designated to receive janitorial services, along with their respective approximate square footage:

- City Hall: 11,109 square feet
- Community Center & Boxing Center: 23,577 square feet
- Mini Center: 4,124 square feet
- Public Safety Center: 900 square feet
- Senior Center: 16,080 square feet

- Maintenance Yard: 8,270 square feet

The complete Scope of Services for each facility listed, including the service frequency, is provided in the attached Request for Proposal (RFP) for the Council's review and consideration. After the completion of the RFP process, Staff will prepare a staff report with findings and recommendations to present to the City Council for consideration and approval. The report will include a fiscal impact analysis and make recommendations for the award of a Professional Services Agreement (PSA) for janitorial maintenance services. Funding has been appropriated for these services within the City Council's approved FY 2023/24 budget.

The RFP for Janitorial Maintenance Services will be released on November 15, 2023 and responses to the RFP will be due by no later than December 13, 2023 at 2:00 p.m.

Staff report was prepared by Andrés González, Senior Public Works Analyst.

ATTACHMENT(S):

- A. Janitorial Maintenance Services RFP

**REQUEST FOR PROPOSALS
(RFP) TO PROVIDE
JANITORIAL MAINTENANCE
SERVICES IN THE CITY OF
SOUTH EL MONTE,
CALIFORNIA**

November 15, 2023



DELIVERY ADDRESS

City of South El Monte
City Clerk's Office
1415 Santa Anita Ave.
South El Monte, CA 91733
Attn: John Poehler, Public
Works Director

REQUIRED NUMBER OF PROPOSALS

One (1) hard copy and one (1) electronic
copy (pdf)

CONTACT INFORMATION FOR INQUIRIES

contact via e-mail only, no telephone calls
Andrés González
Senior Public Works Analyst
agonzalez@soelmonte.org

PRE-PROPOSAL MEETING

Tuesday, November 28, 8:30 AM
Will begin at City Hall (Address: 1415 Santa
Anita Ave. South El Monte, CA 91733)

PROPOSAL DUE DATE

December 13, 2023; 2:00 PM

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12. Fee Estimate Proposal Submittal	8
13. Questions Regarding This RFP	9
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15. Pre-Contractual Expenses In Responding To The RFP Preparation	9

Attachments:

Attachment A – Scope of Work – Implementation of Janitorial Maintenance Services

Attachment B – Schedule of Compensation

Attachment C – Affidavit of Non-Collusion

Attachment D – Claims History

Attachment E – Special Requirements

Attachment F – Sample Professional Services Agreement

**REQUEST FOR PROPOSALS (RFP)
TO PROVIDE JANITORIAL
MAINTENANCE SERVICES IN THE
CITY OF SOUTH EL MONTE,
CALIFORNIA**



To interested and qualified Consultants:

The City of South El Monte is soliciting proposals from qualified firms to Provide Janitorial Maintenance Services. **The City is releasing this Request for Proposals (RFP) for Janitorial Maintenance Services of its six City facilities, with varying frequencies, including daily, weekly, and/or monthly service requirements.**

Requirements for this RFP are enclosed.

In order to be considered in the selection process, interested parties shall submit one (1) hard copy and one (1) electronic copy (pdf) of their Proposals no later than 2:00 PM, December 13, 2023, to:

City of South El Monte
City Clerk's Office
1415 Santa Anita Ave.
South El Monte, CA 91733
Attn: John Poehler, Public Works Director

If you have any questions, please contact via email (no telephone calls):

Andrés González
Senior Public Works Analyst
agonzalez@soelmonte.org

Late proposals will not be accepted.

Sincerely,

John Poehler
Public Works Director
City of South El Monte

**REQUEST FOR PROPOSALS (RFP)
TO PROVIDE JANITORIAL
MAINTENANCE SERVICES IN THE
CITY OF SOUTH EL MONTE,
CALIFORNIA**

November 15, 2023

1. GENERAL INFORMATION

A. Community Profile

Incorporated in 1958, the City of South El Monte is an industrial community of approximately 21,000 residents and encompasses 2.3 square miles. This “Industrial Community” is located approximately 13 miles east of downtown Los Angeles and is adjacent to two major freeways and a major State Route in the San Gabriel Valley.

South El Monte offers a good blend of older and younger residents working in the same dedication and community spirit that the city was founded upon. Both the residents and business community are working together to make the community a better place to live and work.

In just six decades the City of South El Monte has matured into a viable commercial and industrial base, with over 2,400 businesses within 2.3 square miles. The City is currently focusing on improving the infrastructure of the community making it a better place to live and work.

B. Overview

The City is requesting the services of a professional firm **to provide Janitorial Services.**

2. PROJECT DESCRIPTION

The City of South El Monte is seeking proposals from qualified firms that are interested in providing janitorial services at six (6) City facilities. The objective of this RFP solicitation is to identify the most qualified, responsive, and responsible firm to provide janitorial services at six City facilities over the course of a proposed three-year contract period, renewable thereafter up to two (2) one-year optional terms, based on the contractor performance, for a maximum five-year contract period. After a careful review of each submitted proposal, the City will conduct an evaluation leading to the selection of a contractor and the award of a Services Agreement. The City will award no more than one contract on a not-to-exceed basis.

The Janitorial Services includes, but is not limited to, sweeping and/or mopping of floors and/or stairwells; vacuuming of carpets and rugs; emptying of wastebaskets; and cleaning of offices, lavatories, and kitchens.

The Contractor shall prepare final janitorial services bid documents (e.g., descriptions of services, fee and rate schedule, bid proposal) and provide janitorial services for the City based on the scope of services and outlined tasks listed below.

3. RFP SCHEDULE

Below is the RFP schedule. Below tentative schedule is subject to change by the City:

Request for Proposals Posted and Issued	November 15, 2023
Non-Mandatory Pre-Proposal Meeting	Tuesday, November 28, 2023, 8:30 AM
Questions Submittal Deadline	November 30, 2023, 2:00 PM
Addendum (if necessary to Respond to Questions	December 6, 2023
Deadline for Receipt of Proposals (RFP Due Date)	Wednesday December 13, 2023, 2:00 PM
Evaluation of proposals	December 2023
Final Consultant Selection	December 2023/ January 2024
Contract Awarded by City Council (tentative)	January 2024

4. SCOPE OF SERVICES

Please see Attachment A

5. KEY PERSONNEL

It is imperative that the key personnel providing the consulting services have the background, experience, and qualifications to complete the project. The City reserves the right to approve all key personnel individually for work on this contract. All key staff shall be named in the contract. After the contract is signed, the proposer may not replace key staff unless their employment is terminated or agreed upon by the City. The City must approve replacement staff before a substitute person is assigned to the Project. The City reserves the right to request that the proposer replace a staff person assigned to the contract should the City consider such a replacement to be for the good of the project.

6. CITY'S STANDARD PUBLIC WORKS AGREEMENT

The RFP includes a sample of City's Professional Services Agreement as Attachment F. Proposers shall review the Agreement and provide a statement that they will comply with all aspects of the Agreement, or provide any comments that they would like the City to consider. The City Attorney will review any comment received and make a final decision if all or part or any of such comments may be considered.

7. INSURANCE COVERAGE LIMITS AND REQUIREMENTS

Consultant shall provide Insurance Coverage Limits and Requirements as indicated in this RFP as provided in Attachment F.

8. CONSULTANT SELECTION METHODOLOGY

The proposals will be evaluated based upon several factors. These factors may include

Evaluation Criteria	Max Points
Completeness of the Proposals and compliance with the required RFP format.	10
Project understanding, scope and approach to develop the project efficiently.	25
Experience and Qualifications of Key Staff.	25
Similar Project Experience, including familiarity with State and Federal procedures.	25
Effectiveness of Project Schedule showing how the proposer will be able to complete the design with required time duration	15
Total Points	100

As part of the evaluation, the City will also contact references listed in the proposal.

City Selection Panel will review the proposals received, and rank them based on the above criteria, and establish highest ranked consultant. The City may choose not to conduct oral interviews and negotiate a contract with the highest ranked consultant after the evaluation of written proposals.

At City's discretion, the City may also conduct oral interviews with the top 3 ranked consultants. If oral interviews are conducted, the City will inform the selected proposers and provide the evaluation criteria for oral interviews at that time. After evaluations, the City will select the consultant who has is ranked highest.

After ranking, cost negotiations will begin with the most qualified consultant and only their cost proposal will be opened. Should negotiations fail or result in a price that the local agency does not consider fair and reasonable, negotiations must be formally terminated and the local agency must then undertake negotiations with the second most qualified consultant. If the negotiations with the second most qualified firm are not successful, negotiations must be formally terminated and the local agency must then undertake negotiations with the third most qualified consultant, and so on, until the price is determined to be fair and reasonable by the local agency.

9. PREVAILING WAGE RATES

Depending upon the scope of work, the required contract provisions may include the California State Prevailing Wages (Federal Payment of Predetermined Minimum Wage applies only to federal-aid construction contracts). Prevailing wages will apply if the services to be performed will involve land surveying (such as flag persons, survey party chief, rodman or chainman), materials sampling and testing (such as drilling rig operators, pile driving, crane operators), inspection work, soils or foundation investigations, environmental hazardous materials and so forth. California State Prevailing Wage information is available through the California Department of Industrial Relations websites below. The selected Consultant will need to provide its Prevailing Wage Policy if their participation on the project includes prevailing wage work. The policy will include information on the accounting treatment of delta base and delta fringe, and verify the accounting treatment is consistent every year.

1. DIR FAQ website: http://www.dir.ca.gov/OPRL/FAQ_PrevailingWage.html
2. DIR Wage Determination website:
<http://www.dir.ca.gov/oprl/DPreWageDetermination.htm>
3. Caltrans Prevailing Wage Interpretive Guidance:
<https://ig.dot.ca.gov/resources/interpretive-guidance>

10. CONTRACT AWARD

Any contract resulting from this RFP will be awarded to a firm whose Proposal meet the technical requirements of the RFP and is evaluated as the highest ranked proposal. Proposals will be ranked in accordance with the evaluation criteria stated in this RFP.

Negotiations regarding a fair and reasonable price will occur subsequent to consultant selection. Should the City be unable to obtain a fair and reasonable price through negotiations with the highest qualified proposer, the City shall enter into negotiations with the next highest qualified proposer and may award that contract if the parties are able to arrive at a fair and reasonable price. If that is unattainable, the City shall enter into negotiations with the next highest qualified proposer in sequence until an agreement is reached.

11. REQUIRED FORMAT FOR TECHNICAL PROPOSAL SUBMITTAL

Please submit your Technical Proposal in the format specified below:

Cover Letter: Emphasize strong points of the project team and the firm's experience. Include the name, address, telephone number, title, and signature of the firm's contact person for this proposal. The cover letter shall state that the submittal is valid for 120 days.

Table of Contents: Provide contents of proposal.

Section 1. Approach and Scope of Work: Provide your understanding of the project and describe your approach. Provide a detailed scope of work that your firm will utilize in providing requested services in efficient and cost-effective manner. In your approach, describe methods that you will use for quality control, budget/cost control,

schedule control, and document control.

Section 2: Schedule: Provide a project a detailed schedule. Use October, 2023 as the start date of City's Notice to Proceed with the project. Show project tasks, durations, start and completion dates, time allocations for City review and other regulatory agency review and any outside agencies that may be involved in the review and approval process.

Section 3. Project Team, Key Personnel and Resumes: Provide an organization chart showing the names and responsibilities of key personnel and subconsultants. Provide resumes of all key personnel identified in the organization chart.

Section 4. Company Qualifications: Provide qualifications of prime consulting firm and sub-consultants. The Consultant is required to possess at least four (4) years of direct experience in delivering janitorial maintenance services at a city of a similar size.

Section 5. References: Provide 5 Public Agency references for similar projects.

Section 6. City's Standard Public Works Agreement (see Attachment F. Sample Professional Services Agreement): The referenced attachment is City's Standard Professional Services Agreement, which will be executed by the selected consultant. Proposers shall review the Agreement and provide a statement that they will comply with all aspects of the Agreement or provide any comments that they would like the City to consider. Please note that the City does not guarantee that any revisions to the contract will be accepted. The selected consultant shall be prepared to execute the contract as is, if the City does not accept any changes provided by the consultant.

Section 7. Addenda Acknowledgement: If any Addenda is issued by the City, the proposers shall include an acknowledgement of receiving such Addenda and their agreement with the terms and conditions stated in such Addenda. If no Addenda is issued, proposers shall state so in this section.

Section 8. Required Attachments:

Below attachments shall be signed and submitted with the proposal:

- Attachment C - Affidavit of Non-Collusion
- Attachment D - Claims History

The Fee Proposal shall be submitted in a separate envelope as indicated in the following section.

12. FEE ESTIMATE PROPOSAL SUBMITTAL

Fee Proposal shall be submitted in a separate sealed envelope.

Fee shall be provided in detail per each task identified on this RFP, including staff hours, hourly rates, and any subconsultant cost (if applicable). If subconsultant is proposed, provide the same detail with hours and hourly rates.

13. QUESTIONS REGARDING THIS RFP

All questions regarding this RFP must be submitted via email:

Andrés González
Senior Public Works Analyst
agonzalez@soelmonte.org

Questions regarding this proposal shall be submitted via email by the deadline identified on RFP Schedule. In response to all questions received by this date, City will issue an Addendum by the deadline identified on RFP Schedule. The addendum will be published on the City website. Contractors are responsible to download and acknowledge any addenda from the City website from the following address:

<https://www.cityofsouthelmonte.org/Bids.aspx>

14. PROPOSAL SUBMITTAL PROTOCOL

In order to be considered in the selection process, interested parties shall submit one (1) copy and one (1) electronic copy (pdf) of their Proposals no later than 2:00 PM, December 13, 2023 to:

City of South El Monte
City Clerk's Office
1415 Santa Anita Ave.
South El Monte, CA 91733
Attn: John Poehler, Public Works Director

Late proposals will not be accepted.

Note: Use of the City seal is prohibited on any documents without City authorization. Consultants shall not include City seal in their proposals without authorization. South El Monte, CA 91733

15. PRE-CONTRACTUAL EXPENSES IN RESPONDING TO THE RFP PREPARATION

The City shall not be liable for any pre-contractual expenses incurred by any proposer or by any selected consultant. Each proposer shall protect, defend, indemnify, and hold harmless the City from any and all liability, claims, or expenses whosoever incurred by, or on behalf of, the entity participating in the preparation of its response to this RFP. Pre-contractual expenses are defined as expenses incurred by proposers and the selected consultant, if any, in:

- Preparing and submitting information in response to this RFP
- Negotiations with the City on any matter related to this procurement
- Costs associated with interviews, meetings, travel or presentations

- All other expenses incurred by a proposer/consultant prior to the date of award and a formal notice to proceed.

The City reserves the right to amend, withdraw and cancel this RFP. The City reserves the right to reject all responses to this request at any time prior to contract execution, or only award a partial contract for a limited scope of work. The City reserves the right to request or obtain additional information about any and all proposals.

END OF RFP

ATTACHMENTS TO FOLLOW

Attachment A Scope of Work – Janitorial Maintenance Services
Attachment B Schedule of Compensation
Attachment C Affidavit of Non-Collusion
Attachment D Claims History
Attachment E Special Requirements
Attachment F Sample Professional Services Agreement

ATTACHMENT A

SCOPE OF WORK

I. Consultant will perform the following Janitorial Maintenance Services:

a. Provide janitorial services for the following city facilities:

1. City Hall
2. Community Center & Boxing Center
3. Mini Center
4. Public Safety Center
5. Senior Center
6. Maintenance Yard

City Hall (1415 Central Ave.)

General cleaning services include nightly, weekly, and monthly services. Approximately 3 hours per visit. Nightly, weekly, and monthly services will be completed by Site Supervisor and Crew members.

Nightly Services (Four times a week)

1. Sweep and/or dust, mop all floors using dust control sweeping mops.
2. Vacuum all carpets and rugs.
3. Spot carpet stains with rug spotter.
4. Dust desks, tables, chairs, filing cabinets, telephones, pen sets, bookcases and other office equipment using special treated dust cloths (desks and tables covered with papers excepted).
5. Empty all wastebaskets and remove trash to pick-up area.
6. Damp wipe any glass top desks or counter tops.
7. Spot clean doors, doorframes, woodwork and around light switches.
8. Clean, polish and sanitize all drinking fountains.
9. Spot clean finger marks and smudges from walls.
10. Spot mop floors to remove spillage.
11. Sweep entranceway.
12. Thoroughly clean all tabletops and chairs.
13. Sweep stairways.
14. Clean all chalk trays and chalk boards.
15. Dust banister and handrails.
16. Remove gum from entranceways of building, walls, counters, tables, chairs, and floor throughout the building.
17. Restrooms
 - a. Clean restroom floors, basins, bowls, and urinals with a germicidal detergent solution.
 - b. Clean and refill restroom dispensers with supplies provided by the property owner.
 - c. Wash and polish mirrors, powder shelves, bright work, including flush-o- meters, piping and toilet seat hinges.

- d. Spot clean restroom walls, ceilings, and partitions.
- e. Remove all trash.

Weekly Services

- 1. Perform low dusting of chairs, bottoms of furniture and baseboards.
- 2. Clean and sanitize downstairs shower.

Monthly Services

- 1. Dust Venetian blinds.
- 2. Perform high dusting, such as tops of doorframes, partitions, vents and picture frames.
- 3. Machine scrub and wash all composition floors.
- 4. Wash all windows inside and out.

Community Center and Boxing Center (1530 Central Ave.)

General cleaning services include nightly, weekly, and monthly services. Approximately 7 hours per visit. Nightly, weekly, and monthly services will be completed by Site Supervisor and Crew members.

Nightly Services (Five times a week)

- 1. Sweep and/or dust, mop all floors using dust control sweeping mops.
- 2. Vacuum all carpets and rugs.
- 3. Spot carpet stains with rug spotter.
- 4. Dust desks, tables, chairs, filing cabinets, telephones, pen sets, bookcases and other office equipment using special treated dust cloths.
- 5. Empty all wastebaskets and remove trash to pick-up area.
- 6. Damp wipe any glass top desks or counter tops.
- 7. Spot clean doors, doorframes, woodwork and around light switches.
- 8. Clean, polish and sanitize all drinking fountains.
- 9. Spot clean finger marks and smudges from walls.
- 10. Spot clean floors to remove spillage.
- 11. Sweep stairway.
- 12. Thoroughly clean all tabletops and chairs.
- 13. Sweep entranceway.
- 14. Clean all chalk trays and chalk boards.
- 15. Dust banister and handrails
- 16. Remove gum from entranceways of building, walls, counters, tables, chairs and floor throughout the building.
- 17. Restrooms
 - a. Clean restroom floors, basins, bowls, and urinals with a germicidal detergent solution
 - b. Clean and refill restroom dispensers with supplies to be provided by the property owner
 - c. Wash and polish mirrors, powder shelved, bright work, including flush-o- meters, piping and toilet seat hinges.
 - d. Spot clean restroom walls, ceilings, and partitions
 - e. Remove all trash.
- 18. Kitchen
 - a. Clean all countertops.

- b. Spot clean doors, refrigerators, and around light switches.
- c. Sweep and damp mop floor daily.
- d. Remove all trash, clean and refill restroom dispensers with supplies to be furnished by the property owner.

Weekly Services

1. Perform low dusting of chairs, bottoms of furniture and baseboards.

Monthly Services

1. Dust Venetian blinds.
2. Perform high dusting, such as tops of doorframes, partitions, vents and picture frames.
3. Machine scrub and wash all composition floors.
4. Wash all windows inside and out.

Mini Center (1824 Central Ave.)

General cleaning services include nightly, weekly, and monthly services. Approximately 1.5 hours per visit. Nightly, weekly, and monthly services will be completed by Site Supervisor and Crew members.

Nightly Services (Five times a week)

1. Sweep and/or dust, mop all floors using dust control sweeping mops.
2. Vacuum all carpets and rugs.
3. Spot carpet stains with rug spotter.
4. Dust desks, tables, chairs, filing cabinets, telephones, pen sets, bookcases and other office Equipment using special treated dust clothes (desks and tables covered with papers excepted).
5. Empty all wastebaskets and remove trash to pick-up area.
6. Damp wipe any glass top desks or counter tops.
7. Spot clean doors, doorframes, woodwork and around light switches.
8. Clean, polish and sanitize all drinking fountains.
9. Spot clean finger marks and smudges from walls.
10. Spot mop floors to remove spillage.
11. Sweep stairways.
12. Thoroughly clean all tabletops and chairs.
13. Sweep entranceway.
14. Clean all chalk trays and chalk boards.
15. Dust banister and handrails.
16. Remove gum from entranceways of building, walls, counters, tables, chairs and floor throughout the building.
17. Restrooms
 - a. Clean restroom floors, basins, bowls, and urinals with a germicidal detergent solution.
 - b. Clean and refill restroom dispensers with supplies provided by the property owner
 - c. Wash and polish mirrors, powder shelves, bright work, etc. including flush-o-meters, piping and toilet seat hinges.
 - d. Spot clean restroom walls, ceilings, and partitions.
 - e. Remove all trash.

Weekly Services

1. Perform low dusting of chairs, bottoms of furniture, baseboards, etc.

Monthly Services

1. Dust Venetian blinds.
2. Perform high dusting, such as tops of doorframes, partitions, vents and picture frames.
3. Machine scrub and wash all composition floors.
4. Wash all windows inside and out.

Public Safety Center (1443 N. Central Ave.)

General cleaning services include nightly, weekly, and monthly services. Approximately .5 hours per visit. Nightly, weekly, and monthly services will be completed by Site Supervisor and Crew members.

Nightly Services (Two times a week)

1. Sweep and/or dust, mop all floors using dust control sweeping mops.
2. Dust desks, tables, chairs, filing cabinets, telephones, pen sets, bookcases and other office equipment using special treated dust cloths (desks and tables covered with papers excepted).
3. Empty all wastebaskets and remove trash to pick-up area.
4. Damp wipe any glass top desks or counter tops.
5. Spot clean doors, doorframes, woodwork and around light switches.
6. Spot clean finger marks and smudges from walls.
7. Spot mop floors to remove spillage.
8. Thoroughly clean all tabletops and chairs.
9. Sweep entranceway.
10. Remove gum from entranceway of center, walls, counters, tables, chairs and floor throughout the center.
11. Dust T.V. and wipe screen.

Weekly Services

1. Perform low dusting of chairs, bottoms of furniture and baseboards.

Monthly Services

1. Dust Venetian blinds.

Senior Center (1556 N. Central Ave.)

General cleaning services include nightly, weekly, and monthly services. Approximately 6 hours per visit. Nightly, weekly, and monthly services will be completed by Site Supervisor and Crew members.

Nightly Services (Five times a week)

1. Sweep and/or dust, mop all floors using dust control sweeping mops.
2. Vacuum all carpets and rugs.
3. Spot carpet stains with rug spotter.
4. Dust desks, tables, chairs, filing cabinets, telephones, pen sets, bookcases and other office equipment using special treated dust cloths (desks and tables covered with papers excepted).
5. Empty all wastebaskets and remove trash to pick-up area.
6. Damp wipe any glass top desks or counter tops.

7. Spot clean doors, doorframes, woodwork and around light switches.
8. Clean, polish and sanitize all drinking fountains.
9. Spot clean finger marks and smudges from walls.
10. Spot mop floors to remove spillage.
11. Sweep stairways.
12. Thoroughly clean all tabletops and chairs.
13. Sweep entranceway.
14. Clean all chalk trays and chalk boards.
15. Dust banister and handrails.
16. Remove gum from entranceways of building, walls, counters, tables, chairs and floor throughout the building.

I 7. Restrooms

- a. Clean restroom floors, basins, bowls, and urinals with a germicidal detergent solution.
- b. Clean and refill restroom dispensers with supplies provided by the property owner.
- c. Wash and polish mirrors, powder shelves, bright work, including flush-o- meters, piping and toilet seat hinges.
- d. Spot clean restroom walls, ceilings, and partitions.
- e. Remove all trash.

18. Kitchen

- a. Clean all countertops.
- b. Spot clean doors, refrigerator, and around light switches.
- c. Sweep and damp mop floor daily.
- d. Remove all trash.
- e. Wipe down delivery door to kitchen.

19. Library

- a. Dust all bookcases.
- b. Dust T.V. and wipe screen.

Weekly Services

1. Perform low dusting of chairs, bottoms of furniture and baseboards.

Monthly Services

1. Dust Venetian blinds.
2. Perform high dusting, such as tops of doorframes, partitions, vents and picture frames.
3. Machine scrub and wash all composition floors.
4. Wash all windows inside and out.
5. Vacuum draperies

Maintenance Yard (1900 Central Ave.)

General cleaning services include nightly, weekly, and monthly services. Approximately 6 hours per visit. Nightly, weekly, and monthly services will be completed by our Site Supervisor and Crew members.

Nightly Services (Five times a week)

1. Restrooms

- a. Clean restroom floors, basins, bowls, and urinals with a germicidal detergent solution.

- b. Clean and refill restroom dispensers with supplies provided by the property owner.
 - c. Wash and polish mirrors, powder shelves, bright work, including flush-o- meters, piping and toilet seat hinges.
 - d. Spot clean restroom walls, ceilings, and floors.
 - e. Remove all trash.
2. Kitchen
- a. Clean all countertops.
 - b. Spot clean doors, refrigerator, and around light switches.
 - c. Sweep and damp mop floor daily.
 - d. Remove all trash.

All of Consultant's performance or work shall be subject to the following requirements:

- II.** As part of the Services, Consultant will prepare and deliver the following tangible work products to the City:
- III.** In addition to the requirements of Section 6.2, during performance of the Services, Consultant will keep the City apprised of the status of performance by delivering the following status reports:
 - 1. The Contractor is expected to establish and maintain a close working relationship with City Staff throughout the duration of the agreement.
 - 2. For the duration of the contract, the selected Contractor shall maintain the same Site Supervisor, as specified in the Proposal and approved by the City. In the event that the authorized Site Supervisor terminates employment, the Contractor shall make a demonstrated and concerted effort to maintain the Site Supervisor in the key managerial position, unless extreme conditions prohibit continuance. Any substitution of the Site Supervisor will require written City approval.
- IV.** All work product is subject to review and acceptance by the City and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.
- V.** Consultant will utilize the following personnel to accomplish the Services:
 - 1. The consultant shall furnish and deploy the required personnel on a daily basis to ensure the timely and satisfactory completion of all tasks specified in this agreement.

ATTACHMENT B

SCHEDULE OF COMPENSATION

In compliance with the City of South El Monte' s Request for Proposal to provide Janitorial Services at this City Hall, Community Center and Boxing Center, Mini -Center, Public Safety Center, Senior Center and Maintenance Yard, this Contractor proposes to perform the services for the following fees, inclusive of all costs (including all overhead, materials, equipment, hourly labor rate, and all other miscellaneous direct and indirect costs):

I. Facilities

A. City Hall	_____	Per Month
B. Community Center & Boxing Center	_____	Per Month
C. Mini Center	_____	Per Month
D. Public Safety Center	_____	Per Month
E. Senior Center	_____	Per Month
F. Maintenance Yard	_____	Per Month

Total Monthly Cost _____

II. Supplemental Request Cost

A. Shampoo all carpet areas (Quarterly)

a. City Hall	_____
b. Community Center	_____
c. Mini Center	_____
d. Senior Center	_____

B. III. Special Clean-up Facilities

a. City Hall	_____
b. Community Center	_____
c. Mini Center	_____
d. Public Safety Center	_____
e. Senior Center	_____
f. Maintenance Yard	_____

C. Strip and Wax Gymnasium Floor _____

D. Clean Venetian Blinds _____

E. Clean Room Dividers _____

- III. The City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include :
 - A. Line items for all services performed describing the work performed.
- IV. The total compensation for the Services shall not exceed the Contract Sum as provided in Section 2.1 of this Agreement.
- V. Expenses. These rates are inclusive of all expenses. Contractor shall bear all other out-of-pocket expenses, or any other costs related to the performance of services pursuant to this Agreement and shall not seek reimbursement of such expenses from City.

ATTACHMENT C

AFFIDAVIT OF NON-COLLUSION

I state that I am _____ (title) _____ (name of firm) and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this Offer.

I state that:

- (1) The price(s) and amount of this Offer have been arrived at independently and without consultation, communication or agreement with any other Proposer or potential Proposer.
- (2) That neither the price(s) nor the amount of this Offer, and neither the approximate price(s) nor approximate amount of this Offer, have been disclosed to any other firm or person who is a Proposer or potential Proposer, and they will not be disclosed before Solicitation opening.
- (3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit an Offer higher than this Offer, or to submit any intentionally high or noncompetitive Offer or other form of complementary Offer.
- (4) The Offer of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Offer.
- (5) _____ (name of firm), its affiliates, subsidiaries,

officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted of or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as described in the attached appendix.

I state that _____ (name of firm) understands and acknowledges that the above representations are material and important, and will be relied on by the City of South El Monte in awarding the contract(s) for which this Offer is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the City of South El Monte of the true facts relating to the submission of Offers for this contract.

(Authorized Signature)

(Name of Company/Position)

Sworn to and subscribed before me this _____ day of _____, 20__ .

Notary Public for California

My Commission Expires: _____

ATTACHMENT D

CLAIMS HISTORY

Each Consultant shall submit a summary of whether or not any of the following events have occurred within the past (10) years and, if so, a brief description of the circumstances involved (including, without limitation, the names of parties involved, current status and final disposition of the matter of dispute):

Failure to disclose any circumstances requested in the following paragraphs is grounds for disqualification.

- Failure by Consultant or any sub-consultant to enter into a contract to which it has received an award by a public entity.
- Forfeiture of a bid or proposal bond by proposer or any sub-consultant.
- Termination for default under a contract awarded by a public entity to Consultant or any sub-consultant.
- Debarment of Consultant or any sub-consultant by any municipal, county, state, federal, or local agency (note: debarment is grounds for automatic disqualification).
- The filing of a lawsuit or arbitration in which the Consultant or a sub-consultant was a defendant or cross-defendant at any time within the past ten (10) years that involved the performance of project, program, or engineering services and that involved an amount in controversy sought to be recovered from Consultant or the sub-consultant of more than \$100,000.00.
- Conviction of Consultant, a sub-consultant, or any of their principals or officers for violation of a state or federal antitrust law involving bid rigging, collusion, or restriction on competition between bidders, or conviction of violating any other federal or state law relating to bidding or contract performance (note: such conviction is grounds for automatic disqualification).
- Any publications involving firm or principals alleging or claiming corruption (such claims are grounds for automatic disqualification).
- Any suspension, revocation, or other disciplinary proceeding relating to a contracting or professional license issued to proposer or a sub-consultant.

ATTACHMENT E

SPECIAL REQUIREMENTS

Insurance required under this Agreement shall be:

1. **Commercial General Liability Insurance** including bodily injury, property damage, personal injury, advertising injury and products/ completed operations, with a limit of not less than \$1,000,000.
2. **Automobile Liability** with a combined single limit of \$1,000,000.
3. **Workers' Compensation and Employer' s Liability Insurance** covering all Contractor's personnel performing the Services pursuant to this Agreement. Workers' Compensation insurance will be in accordance with the Workers' Compensation Law of the jurisdiction where the work is performed. Employer's Liability shall be provided with limits of not less than \$ 500, 000 each accident, \$500,000 each disease, and \$1,000,000 disease policy
4. **Umbrella/Excess Liability Insurance** to follow -form the terms and conditions set forth under Section 1, above with a limit of liability not less than \$ 5,000,000 each occurrence and annual aggregate.

ATTACHMENT F

SAMPLE PROFESSIONAL SERVICES AGREEMENT

CONTRACT SERVICES AGREEMENT

By and Between

CITY OF SOUTH EL MONTE

and

**AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF SOUTH EL MONTE AND**

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this ____ day of _____, 2023 by and between the CITY OF SOUTH EL MONTE, a California, a municipal corporation ("City") and _____, _____ ("Consultant"). City and Consultant may be referred to, individually or collectively, as "Party" or "Parties."

RECITALS

City has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the services defined and described particularly in Article 1 of this Agreement.

Consultant, following submission of a proposal or bid for the performance of the services defined and described particularly in Article 1 of this Agreement, was selected by the City to perform those services.

Pursuant to the City of South El Monte Municipal Code, City has authority to enter into and execute this Agreement.

The Parties desire to formalize the selection of Consultant for performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which may be referred to herein as the "services" or "work" hereunder. As a material inducement to the City entering into this Agreement, Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be both of good quality as well as fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Consultant's Proposal.

The Scope of Services shall include the Consultant's scope of work or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

Consultant shall keep itself informed concerning, and shall render all services hereunder in accordance with, all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered.

1.4 Licenses, Permits, Fees and Assessments.

Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.5 Familiarity with Work.

By executing this Agreement, Consultant warrants that Consultant (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Consultant discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Consultant shall immediately inform the City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the Contract Officer.

1.6 Care of Work.

The Consultant shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

1.7 Further Responsibilities of Parties.

Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

1.8 Additional Services.

City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual costs of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum or \$25,000, whichever is less; or, in the time to perform of up to one hundred eighty (180) days, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other Consultants. No claims for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.9 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed _____ Dollars (\$_____) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8.

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion; (ii) payment in accordance with specified tasks or the percentage of completion of the services, less contract retention; (iii) payment for time and materials based upon the Consultant's rates as

specified in the Schedule of Compensation, provided that (a) time estimates are provided for the performance of sub tasks, (b) contract retention is maintained, and (c) the Contract Sum is not exceeded; or (iv) such other methods as may be specified in the Schedule of Compensation.

2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual subcontractor expenses of an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending said meetings.

2.4 Invoices.

Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall contain all information specified in Exhibit "C", and shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Consultant shall not invoice City for any duplicate services performed by more than one person.

City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, or as provided in Section 7.3, City will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by City for any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.5 Waiver.

Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance.

Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding _____ years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D"). [The City may, in its sole discretion, extend the Term for ____ additional one-year terms.]

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Consultant.

The following principals of Consultant ("Principals") are hereby designated as being the principals and representatives of Consultant authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

(Name)

(Title)

(Name)

(Title)

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. All personnel of Consultant, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the foregoing Principals may not be replaced nor may their responsibilities be substantially reduced by Consultant without the express written approval of City. Additionally, Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Consultant shall notify City of any changes in Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

4.2 Status of Consultant.

Consultant shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Consultant, nor any of Consultant's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim Consultant may have to any such rights.

4.3 Contract Officer.

The Contract Officer shall be [_____] or such person as may be designated by the City Manager. It shall be the Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Consultant shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Consultant.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Consultant's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Consultant shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Consultant shall not at any

time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant. Consultant represents and warrants that the personnel used to provide services to the City pursuant to this Agreement are classified by Consultant as employees and that Consultant issues or will issue a W-2 to such personnel.

In the event that Consultant or any employee, agent, subcontractor, or independent contractor of Consultant providing services under this Agreement claims or is determined by a federal or state agency, a court of competent jurisdiction, or the California Public Employees' Retirement System ("CalPERS") to be classified as other than an independent contractor for the City, then Consultant shall indemnify, defend, and hold harmless the City for the payment of any and all assessed fines, penalties, judgments, employee and/or employer contributions, and any other damages and costs assessed to the City as a consequence of, or in any way attributable to, the assertion that Consultant or any of Consultant's personnel used to provide the Services under this Agreement are other than independent contractors of the City.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of City.

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

Without limiting Consultant's indemnification of City, and prior to commencement of any services under this Agreement, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City.

(a) General liability insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$2,000,000 per occurrence, \$4,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(b) Automobile liability insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

(c) Professional liability (errors & omissions) insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

(d) Workers' compensation insurance. Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).

(e) Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.

(f) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit "B".

5.2 General Insurance Requirements.

(a) Proof of insurance. Consultant shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

(b) Duration of coverage. Consultant shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Consultant, its agents, representatives, employees or subconsultants.

(c) Primary/noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

(d) City's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(e) Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or that is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

(f) Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(g) Enforcement of contract provisions (non-estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

(h) Requirements not limiting. Requirements of specific coverage features or limits contained in this section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

(i) Notice of cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

(j) Additional insured status. General liability policies shall provide or be endorsed to provide that City and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

(k) Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

(l) Separation of insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

(m) Pass through clause. Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to City for review.

(n) Agency's right to revise specifications. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City and Consultant may renegotiate Consultant's compensation.

(o) Self-insured retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by City.

(p) Timely notice of claims. Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(q) Additional insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

5.3 Indemnification.

To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable ("indemnitors"), or arising from Consultant's or indemnitors' reckless or willful misconduct, or arising from Consultant's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

Consultant will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

Consultant will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Consultant hereunder; and Consultant agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Consultant for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Consultant hereunder, Consultant agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

Consultant shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Consultant shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Consultant in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination or expiration of this Agreement.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Consultant's business, custody of the books and records may be given to City, and access shall be provided by Consultant's successor in interest. Notwithstanding the above, the Consultant shall fully cooperate with the City in

providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

6.2 Reports.

Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Consultant hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the “documents and materials”) prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City’s sole risk and without liability to Consultant, and Consultant’s guarantee and warranties shall not extend to such use, reuse or assignment. Consultant may retain copies of such documents for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Moreover, Consultant with respect to any documents and materials that may qualify as “works made for hire” as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed “works made for hire” for the City.

6.4 Confidentiality and Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Contract Officer.

(b) Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response

to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered “voluntary” provided Consultant gives City notice of such court order or subpoena.

(c) If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorney’s fees, caused by or incurred as a result of Consultant’s conduct.

(d) Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

7.2 Disputes; Default.

In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Consultant’s default shall not be deemed to result in a waiver of the City’s legal rights or any rights arising out of any provision of this Agreement.

7.3 Retention of Funds.

Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Consultant to insure, indemnify, and protect City as elsewhere provided herein.

7.4 Waiver.

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.6 Legal Action.

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code Sections 905 et seq. and 910 et seq., in order to pursue a legal action under this Agreement.

7.7 Liquidated Damages.

Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the City the sum of \$ _____

(_____ Dollars) as liquidated damages for each working day of delay in the performance of any service required hereunder, as specified in the Schedule of Performance (Exhibit "D"). The City may withhold from any monies payable on account of services performed by the Contractor any accrued liquidated damages. Pursuant to Government Code Section 4215, Contractor shall not be assessed liquidated damages for delay in completion of the project when such delay was caused by the failure of the public agency or owner of the utility to provide for removal or relocation of utility facilities.

7.8 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.9 Termination for Default of Consultant.

If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

7.10 Attorneys' Fees.

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs

the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Contract Officer. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects her/his financial interest or the financial interest of any corporation, partnership or association in which (s)he is, directly or indirectly, interested, in violation of any State statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination.

Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class in the performance of this Agreement. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class.

8.4 Unauthorized Aliens.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C. § 1101 *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens,

Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer (with her/his name and City title), City of South El Monte, 1415 Santa Anita Avenue, South El Monte, California 91733 and in the case of the Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.3 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

9.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.6 Warranty & Representation of Non-Collusion.

No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of “financial interest” shall be consistent with State law and shall not include interests found to be “remote” or “noninterests” pursuant to Government Code Sections 1091 or 1091.5. Consultant warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Consultant further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant’s Authorized Initials _____

9.7 Corporate Authority.

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) that entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF SOUTH EL MONTE, a municipal corporation

Gloria Olmos, Mayor

ATTEST:

Donna G. Schwartz, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Anthony R. Taylor, City Attorney

CONSULTANT:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Address: _____

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2023 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER

TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED
☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER _____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2023 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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CAPACITY CLAIMED BY SIGNER

☐
☐

INDIVIDUAL
CORPORATE OFFICER

TITLE(S)

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PARTNER(S) ☐ LIMITED
GENERAL
ATTORNEY-IN-FACT
TRUSTEE(S)
GUARDIAN/CONSERVATOR
OTHER _____

DESCRIPTION OF ATTACHED DOCUMENT

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NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"

SCOPE OF SERVICES

- III. Consultant will perform the following Services:**
- A.
 - B.
 - C.
- IV. As part of the Services, Consultant will prepare and deliver the following tangible work products to the City:**
- A.
 - B.
 - C.
- V. In addition to the requirements of Section 6.2, during performance of the Services, Consultant will keep the City apprised of the status of performance by delivering the following status reports:**
- A.
 - B.
 - C.
- VI. All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.**
- VII. Consultant will utilize the following personnel to accomplish the Services:**
- A.
 - B.
 - C.

EXHIBIT "B"

SPECIAL REQUIREMENTS

(Superseding Contract Boilerplate)

The Agreement is amended as provided herein. Deleted text is indicated in ~~strikethrough~~ and added text in ***bold italics***.

EXHIBIT "C"

SCHEDULE OF COMPENSATION

I. Consultant shall perform the following tasks at the following rates:

		RATE	TIME	SUB-BUDGET
A.	_____	_____	_____	_____
B.	_____	_____	_____	_____
C.	_____	_____	_____	_____
D.	_____	_____	_____	_____

II. A retention of ten percent (10%) shall be held from each payment as a contract retention to be paid as part of the final payment upon satisfactory completion of services.

III. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task subbudget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.8.

IV. The City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:

- A. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.
- B. Line items for all materials and equipment properly charged to the Services.
- C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.
- D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

V. The total compensation for the Services shall not exceed the Contract Sum as provided in Section 2.1 of this Agreement.

VI. The Consultant's billing rates for all personnel are attached as Exhibit C-1.



City Council Agenda Report

Agenda Item No. 7.j.

DATE: November 14, 2023

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: John Poehler, Director of Public Works

SUBJECT: CONSIDERATION AND APPROVAL OF RESOLUTION NO. 23-106, AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE CALRECYCLE SB 1383 LOCAL ASSISTANCE GRANT PROGRAM

SUMMARY: Staff seeks authorization to apply for the CalRecycle SB 1383 Local Assistance Grant Program.

RECOMMENDED ACTION: Staff recommends City Council:

1. Adopt Resolution No. 23-106, authorizing submittal of the grant application to the CalRecycle SB 1383 Local Assistance Grant Program and related authorizations: and
2. Authorize the City Manager or designee to execute all documents as the signature authority.

FISCAL/FINANCIAL IMPACT: There is no immediate fiscal impact associated with this action. Upon selection for the award, the San Gabriel Valley Council of Governments (SGVCOG) will receive \$75,000 from the grant to serve as the City's program partner, responsible for implementing and administering the program.

DISCUSSION: In September 2016, the passage of Senate Bill 1383 established statewide targets to reduce the disposal of organic waste from landfills and increase recovery of currently disposed edible food for human consumption. To recover 20 percent of edible food that would otherwise be sent to landfills by 2025, SB 1383 requires local jurisdictions to establish food recovery programs and strengthen their existing food recovery network.

City staff are working with the San Gabriel Valley Council of Governments (SGVCOG) to provide a regional approach for SB 1383 compliance. The Regional Food Recovery Program was established to help member agencies comply with SB 1383's food recovery mandates and reduce food waste in the San Gabriel Valley. Known as one of the largest

regional food recovery programs in California, this program assesses commercial edible food waste generators, identifies, and fosters partnerships with local food recovery organizations, implements outreach and education endeavors, and develops and implements inspection protocols. The SGVCOG recently issued three grant awards to develop regional “food hubs” which will help recover and redistribute excess edible food to people experiencing food insecurity. 17 cities are currently participating in the Regional Food Recovery Program.

Given the difficulties in grant implementation, several participating cities and the SGVCOG advocate that the next SB 1383 Local Assistance grant lifts barriers around joint applications to allow cities to designate an administering body to provide regional solutions. CalRecycle recently released the guidelines and application for Round Two SB 1383 Local Assistance Grant Program. CalRecycle made several significant changes to the guidelines, many of which better support the Regional Food Recovery Program. Key changes are as follows:

- Joint Powers Authorities are now eligible to apply without all member agencies within that JPA participating in that application.
- Food Recovery Organizations (FROs) can now own equipment, which means the SGVCOG can award funds directly to the three Regional Food Recovery hubs and contract directly with them.

The City’s anticipated grant allocation is \$75,000. The City, along with other participating cities, intends to join the SGVCOG’s regional application work with SGVCOG staff to craft the budget and narrative. Participating cities cannot submit separate applications upon joining the regional application. The application will include funding for the inspection and enforcement program, the hub development program to continue the recovery of excess edible food, and city-specific programs. Funding will also be included for SGVCOG staff and consultants to administer the program and provide technical assistance. Participating cities need to submit a Letter of Authorization allowing the SGVCOG to apply on their behalf.

Submitting a regional application for a regional program allows for simplified administration of the grant. The City will work with the SGVCOG to establish specific budget requests for the grant award. Cities may undertake their own activities and will receive a lump sum payment from the SGVCOG or invoice the SGVCOG for reimbursement. The initial grant application is due November 15, 2023, with Letters of Authorization to be submitted by December 20, 2023. Grants are anticipated to be awarded in March of 2024 with the grant term ending in April 2026.

In addition to the City of South El Monte, to date, the following 15 cities have expressed an interest in participating in the regional application:

- Arcadia
- Irwindale
- Azusa
- La Cañada
- Flintridge
- South Pasadena
- Baldwin Park

- Monrovia
- Temple City
- Covina
- Monterey Park
- Walnut
- Duarte
- San Marino
- Glendora
- Sierra Madre

Staff report was prepared by Andrés González, Senior Public Works Analyst.

ATTACHMENT(S):

A. Resolution 23-106

ATTACHMENT A

RESOLUTION NO. 23-106

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE CALRECYCLE SB 1383 LOCAL ASSISTANCE GRANT PROGRAM

WHEREAS, the City of South El Monte wishes to partner with the San Gabriel Valley Council of Governments (“SGVCOG”) to participate in the San Gabriel Valley Regional Food Recovery Program expansion to establish subregional food recovery hubs, increase the region’s food recovery capacity and infrastructure, and to continue to conduct outreach efforts to edible food waste generators, food recovery organizations, and residents about SB 1383 regulations; and

WHEREAS, the Department of Resources Recycling and Recovery (CalRecycle) established SB 1383 Local Assistance Grant Program to provide aid in the implementation of regulations adopted by CalRecycle pursuant to Chapter 395, Statutes of 2016 and SB170 Budget Act of 2021. The non-competitive grant program provides funding to local jurisdictions to assist with the implementation of regulation requirements associated with SB 1383, including but not limited to: capacity planning, collection, edible food recovery, education and outreach (includes organic waste & edible food recovery), enforcement and inspection, program evaluation/gap analysis, procurement requirements and record keeping; and

WHEREAS, eligible applicants include cities, counties, city and counties, regional or joint power authorities, and special districts that provide solid waste collection services; and

WHEREAS, CalRecycle is currently accepting applications from Joint Powers Authorities, with an application deadline of November 15, 2023; and

WHEREAS, SB 1383 Local Assistance Grant Program guidelines require that the City Council take action authorizing the City to apply for the Program; and

WHEREAS, the City wishes to partner with SGVCOG to participate in one of the largest regional food recovery programs in California; and

WHEREAS, the proposed application would provide the City with a program that assesses commercial edible food waste generators, identifies, and fosters partnerships with local food recovery organizations, implements outreach and education endeavors, and develops and implements inspection protocols; and

**NOW, THEREFORE, THE SOUTH EL MONTE CITY COUNCIL HEREBY RESOLVES
AS FOLLOWS:**

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

SECTION 2. The City Council hereby authorizes and directs staff to proceed with CalRecycle' SB 1383 Local Assistance Grant Program application process to receive funds as a recipient.

SECTION 3. The City Council hereby authorizes and directs the City Manager to execute the Agreement for CalRecycle' SB 1383 Local Assistance Grant Program in a form approved by the City Attorney.

SECTION 4: The City Clerk shall certify to the passage and adoption of this resolution.

PASSED, APPROVED and ADOPTED this 14th day of November 2023.

Gloria Olmos, Mayor

ATTEST:

Donna G. Schwartz, City Clerk

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF SOUTH EL MONTE)

I, Donna G. Schwartz, City Clerk of the City of South El Monte, do hereby certify that the foregoing Resolution, being Resolution No. 23-106 was passed and approved by the City Council of the City of South El Monte at a Regular meeting of said Council held on the 14th day of November 2023, and that said Resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donna G. Schwartz, City Clerk



City Council Agenda Report

Agenda Item No. 8.a.

DATE: November 14, 2023

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Guillermo Arreola, Director of Community Development

SUBJECT: CITY COUNCIL APPEAL OF PLANNING COMMISSION'S ACTION ADOPTING PC RESOLUTION NO. 23-04 APPROVING CONDITIONAL USE PERMIT NO. 23-03 FOR A SPECIAL EVENT FACILITY (RUSTIC & CHIC) LOCATED AT 1703 FLORADALE AVENUE

SUMMARY: Councilmember's appeal to the Planning Commission decision to adopt Resolution No. 23-04, which approved Conditional Use Permit No. 23-03 for a special event facility (Rustic & Chic) located at 1703 Floradale Avenue in the Manufacturing (M) zone.

RECOMMENDED ACTION: Staff recommends the City Council:

1. Conduct a public hearing for the appeal; and
2. Take public testimony; and
3. Discuss the matter after receiving public testimony and decide whether or not to agree with or overturn the decision by the Planning Commission to grant the CUP. Options available to the City Council under municipal code section 17.74.070 include to affirm, reverse or modify the Planning Commission's decision; remand the matter to the commission; or continue the matter.

FISCAL/FINANCIAL IMPACT: There is no fiscal impact anticipated from this appeal as the applicant has already paid for the permit.

DISCUSSION: On September 19, 2023, the Planning Commission held a public hearing to consider Conditional Use Permit No. 23-03, which would allow for a special event (banquet) facility in conjunction with an existing party rental business on property located at 1703 Floradale Avenue. The Commission recommended that the public hearing be continued to the October 17, 2023 Commission meeting to allow staff to follow up with the following agencies:

- City of Commerce
- City of Bell Gardens

- Department of Alcoholic Beverage Control (ABC)

On October 17, 2023, the Planning Commission resumed the public hearing, whereby staff updated the Commission on the items listed above. The Planning Commission, after closing the public hearing, adopted Resolution No. 23-04, approving Conditional Use Permit No. 23-03.

On October 24th, at the request of Councilmember Delgado, CUP No. 23-03 was brought before the City Council for discussion. Discussion ensued regarding the business operations, the status of fines, an explanation of each citation, as well as clarification of the issue dates of each violation. The Council was informed that, per South El Monte Municipal Code Section 17.74.050 - Appeals -- Council Review, any two members of the City Council may call any decision of the commission for review by the city council by filing a written review request with the city clerk no later than ten calendar days after the effective date of the decision. On October 26, 2023, two city councilmembers submitted an appeal of the Planning Commission's decision.

Staff has been working closely with the applicant and informing them of the City Council appeal of their project. Staff met with the applicants and went over each of the conditions of approval. As such, the applicant submitted the required notarized affidavit agreeing to all of the conditions of approval. Staff also informed the applicant of the need to submit a signed parking agreement with the school district in order for the resolution to be effective. The applicant indicated that the agreement will be signed should the conditional use permit be approved. The applicant has already submitted LEAD certificates for all of their employees, as required by the adopted resolution. Rustic & Chic will also require the security company to submit LEAD certificates for all security guards working any Rustic & Chic event. Also, the applicant began the business license process for the special event portion of their business, and on November 6, 2023, Planning staff approved the business license.

On November 6, 2023, the applicant paid Citation No. 2996 in full. The total amount paid, including processing fee, was \$4,691.25.

ATTACHMENT(S):

- A. PC Reso 23-04
- B. PC Staff Report dated 9-19-23
- C. PC Staff Report dated 10-17-23
- D. SEM Muni Code Title 17, Ch 17.74, Sect. 17.74.050
- E. Appeal Letter from Councilmembers
- F. Letters of Support submitted for the 10-17-23 PC Meeting

ATTACHMENT A

RESOLUTION NO. 23-04

A RESOLUTION OF THE SOUTH EL MONTE PLANNING COMMISSION APPROVING AN APPLICATION FOR CONDITIONAL USE PERMIT FOR A SPECIAL EVENT FACILITY IN CONJUNCTION WITH A PARTY RENTAL BUSINESS AT 1703 FLORADALE AVENUE, OPERATING AS RUSTIC & CHIC

WHEREAS, Jazmin Mora (“Applicant”), filed an application for a Conditional Use Permit (“CUP”) for a special event facility in conjunction with an existing party rental business (“Project” or “proposed Project”) located at 1703 Floradale Avenue, South El Monte, CA 91733 (“Property” or “project site”); and

WHEREAS, pursuant to South El Monte Municipal Code (“SEMMC”) Section 17.18.050(L), the Project requires Planning Commission review and approval because the Project is not specifically permitted or prohibited, which is determined to be compatible with the permitted uses in the manufacturing zone; and

WHEREAS, a public hearing was held before the Planning Commission on September 19, 2023 to consider the application. All evidence, both written and oral, presented during the public hearing was considered by the Planning Commission in making its determination. On September 19, the Commission voted to continue the public hearing to the October 17, 2023 Planning Commission meeting to allow staff time to conduct additional research regarding the operation of the Applicant’s same business in other cities and request additional information from the Department of Alcoholic Beverage Control; and

WHEREAS, the public hearing was continued to the October 17, 2023 to allow the Planning Commission to further review the application and additional information provided by staff. All evidence, both written and oral, presented during the public hearing was considered by the Planning Commission in making its determination to continue the matter.

NOW THEREFORE, THE PLANNING COMMISSION OF THE CITY OF SOUTH EL MONTE HEREBY FINDS AND RESOLVES AS FOLLOWS:

SECTION 1: Pursuant to Section 15301 (Class 1) of the California Environmental Quality Act (CEQA), the proposed Project is categorically exempt from environmental review and a Notice of Exemption has been prepared. The proposed Project qualifies for a Class 1 Categorical Exemption for the Project because the proposed Project is to be operated within existing facilities. The criteria for a Class 1 Categorical Exemption is the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency’s determination. The Planning Commission finds that the proposed Project meets this criteria and is exempt from the provisions of CEQA. The documents and other material, which constitute the record on which this decision is based, are located in the

Department of Community Development and are in the custody of the Director of Community Development

SECTION 2: A record of the public hearing indicates the following:

A. With regard to the application for a CUP, SEMMC Section 17.68.040 requires that the Planning Commission find that the proposed use shall not be detrimental to persons or properties in the immediate vicinity or to the City in general. State law requires that the Project be compatible with surrounding uses.

B. The General Plan Land Use designation for the Property is “Industrial.” The Zoning Code designation is “M” (Manufacturing).

C. The proposed Project promotes the City’s goals and objectives stated in the General Plan. No goal or policy will be impaired with the conditions included in this resolution.

D. The special event facility should not become a nuisance to surrounding properties with the proposed conditions.

SECTION 3: Based on the record of the hearing, including all information presented at the hearings on September 19, 2023 and October 17, 2023, including the Staff Report dated September 19, 2023 and October 17, 2023, which are hereby incorporated into this Resolution 23-03 by reference, the Planning Commission hereby finds:

A. As conditioned, the Project represents a quality establishment that will be compatible with surrounding uses, the surrounding area, and the goals of the City. As a result, approving this application will not adversely affect the General Plan or the Zoning Ordinance.

B. Pursuant to SEMMC Section 17.68.040, the approval of the CUP will not be detrimental to persons or properties in the immediate vicinity or to the City in general, as conditioned. This is so because the conditions included will prevent the proposed Project from becoming a detriment through operational limits expressed in the Conditions of Approval.

C. The proposed Project, as conditioned, is consistent with the City’s General Plan. The proposed Project is compatible with the objectives, policies, general land uses, economic development and programs specified in the General Plan which includes, but is not limited to, the following goals:

Land Use Element

- (1) Goal 1.0: *Maintain a balanced mix and distribution of land uses throughout South El Monte* by allowing for the establishment of a use that does not currently exist in the area that can serve residents and businesses within the community; and
- (2) Policy 1.4: *Maintain a balanced mix and distribution of land uses throughout South El Monte* and “create opportunities for two types of

commercial development: (1) commercial uses that meet the retail and service needs of the local resident and employee populations, and (2) regional-serving retail commercial businesses that capture revenues from a broader population base. This will serve the area by providing a special event facility that can serve private parties or businesses for small to medium sized events in the City; and

Economic Development Element

- (3) Goal 1.0: *Continue to provide opportunities for a wide range of industries to operate in South El Monte* by allowing special event facility which is uncommon for the area.

SECTION 4: Based on the aforementioned findings, the Planning Commission hereby approves CUP (No 23-03) to operate special event facility subject to the following conditions:

General Conditions

1. The Applicant shall indemnify, defend and hold harmless the City, its officers, agents, employees, and volunteers from any and all claims, lawsuits or actions arising from the granting of, or the exercise of, the rights permitted by this approval, and from any and all claims or losses occurring or resulting to any person, firm, corporation or property for damage, injury, or death arising out of, or connected in anyway, with the performance of the use permitted hereby. The Applicant's obligation to indemnify, defend, and hold harmless the City shall include, but not be limited to, paying all legal fees and costs incurred by legal counsel of the City's choice in representing the City in connection with any such claims, losses, lawsuits or actions, and any award of damages or attorney's fees in any such lawsuit or action.
2. The Applicant shall execute an Affidavit of Acceptance of these conditions in the presence of a Notary Public and return the Affidavit to the Director of Community Development within ten calendar days of the date of the Planning Commission's approval.
3. The approval shall lapse and become void if the privilege authorized is not within two years from the date of this approval.
4. Applicant and its employees, agents and contractors shall comply with all laws, policies, rules and regulations including but not limited to the Municipal Code provisions.

Planning Conditions

5. The hours of operation shall be as follows:

The operation of the party rental business are as follows:

- Monday – Friday: 8:00 a.m. – 5:00 p.m.

The proposed hours of operation for the Special Event business are as follows:

- Friday: 6:00 p.m. – 12:00 a.m.
 - Saturday and Sunday: 4:00 p.m. to 12:00 a.m.
6. Any graffiti painted or marked upon the Property or on any adjacent area under the control of the Applicant shall be removed or painted over within 24 hours of discovery or within 24 hours of notice from the City and shall be removed or painted over in compliance with all SEMMC requirements.
 7. The Property shall be maintained in a safe and clean condition and the Applicant shall ensure that no trash or litter originating from the site is deposited on neighboring properties or the public right-of-way. At the end of each business day, the Applicant shall pick up any and all litter including but not limited to large discarded items that may have collected in the Property's parking area and public right-of-way.
 8. The Applicant shall not permit any loitering including any loitering on any property adjacent to the Property under control of the Applicant.
 9. Noise associated with the special event business shall not negatively impact the surrounding properties, including those residential properties located on Cogswell Road.
 10. The Applicant and all operators shall each take all necessary steps to ensure the orderly conduct of employees, patrons, and visitors when they are present on the Property.
 11. The Applicant shall maintain all required permits and licenses in good standing.
 12. This CUP limits the use of the facility to private events, and shall comply with the following:
 - That there is no sale of an alcoholic beverage.
 - That the premises are not open to the general public during the time alcoholic beverages are served, consumed or otherwise disposed of (private events only).
 - That the premises are not maintained for the purpose of keeping, serving, consuming or otherwise disposing of alcoholic beverages (storage of alcoholic beverages is prohibited).
 13. All Rustic & Chic employees shall enroll and pass the State Department of Alcoholic Beverage Control LEAD program prior to working any future event at Rustic & Chic.
 14. The maximum number of people at the Property shall not exceed 120 attendees.
 15. The maximum occupancy of the premise of 384 shall be prominently posted and monitored at all times. The maximum number of attendees at each event shall not exceed 120.
 16. The front of the exterior of the premises, as well as all parking areas under control of the Applicant, shall be illuminated at all times while the premises is open for business. This shall be done in such a manner that persons standing outdoors at night are identifiable by

law enforcement personnel while balancing the lighting so as not to unreasonably spill into and illuminate the window area of nearby properties.

17. All crimes occurring inside or outside of the location shall be reported to the Sherriff Department at the time of the occurrence.
18. At any time when the Applicant is absent from the premises, a responsible party shall be designated who can facilitate any Sherriff Department inquiries.
19. A copy of this approved resolution shall be kept on the premises at all times and presented to any Sheriff, or Business License or Planning Staff person.
20. The business' website shall reflect the adopted conditions of approval, and shall reflect the maximum number of attendees, hours of operation, and that the business does not sell, store, or serve alcoholic beverages.
21. The Applicant understands that any violation of these conditions or any operation that constitutes a nuisance shall be grounds for the suspension or revocation of the Conditional Use Permit.
22. There shall be no exterior speakers and no live entertainment outside the building (including the parking lot) unless a Temporary Use Permit (TUP) is obtained from the City.
23. The temporary valet booth shall be removed and stored, hidden from public view, at the conclusion of each event.
24. The City shall review the conditions of the premises and business operations approved herein in approximately three months from the date of the City's approval.
25. The parking agreement must be maintained, and any change to the parking agreement shall be brought before the Director of Community Development for approval before execution.
26. The valet service (Black Diamond Valet) shall:
 - Carry all necessary insurance certificates;
 - All drivers shall have satisfactory driving records;
 - Comply with all traffic safety laws;
 - Comply with the City's noise ordinance.
 - Limit access to the off-site parking area to Black Diamond Valet personnel only and security personnel associated with Rustic & Chic.
 - There will be five attendants for valet parking operations at each event, one attendant at the valet booth, three runners, and one shuttling the parking attendants.
27. The Applicant shall obtain a full Alcoholic Beverage Control ("ABC") license applicable to beer, wine, and spirits within two years.

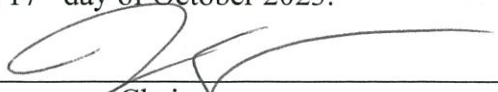
28. The Applicant shall maintain full banquet/event hall insurance or like insurance to the satisfaction of the City. Applicant shall submit proof of insurance upon City's request.
29. The Applicant shall pay all citations in full within one year absent another agreement with the City.

Sheriff Department Conditions

30. The applicant shall be required to submit a security plan to the Sheriff's Department for review and approval, and shall contain the following:
 - The installation of security cameras for a video monitoring system. Security cameras shall be required inside, as well as outside the building at each entry/exit point. Security cameras shall be in constant working order and directed towards ingress/egress points of the business. Recordings shall be retained for 60 days and allow to be reviewed by the Sheriff's Department.
 - Security lighting shall be installed, include motion sensors, and shielded to avoid light spillage onto adjacent properties.
 - Appropriate gate hardware such as keypad/keycard access and automatic gate closers shall be implemented where feasible to limit unauthorized access as well as for easy monitoring of the site;
 - Security guards shall be present during each event at the event facility and at the off-site parking area (Monte Vista Elementary School).
 - The special event business shall include a minimum of three security guards, one along the exterior of the Property, one within the venue, and one at the off-site parking area as required in this CUP.
31. Allow access to Sheriff's Department and City Code Enforcement Personnel to the Property, building, and parking lot at all times including when business operation are occurring including special event activities.
32. The Sheriff's Department shall be allowed to modify the security plan should there be any future issues on site with notice to the permittee.

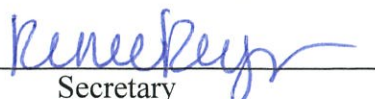
SECTION 5: Any interested party may appeal this decision to the City Council pursuant to SEMMC Section 17.74.050.

PASSED, APPROVED AND ADOPTED this 17th day of October 2023.



Chair

ATTEST:



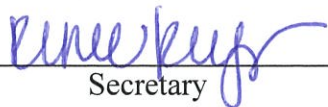
Secretary

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)
SS CITY OF SOUTH EL MONTE)

I, Renee Reyes, Secretary to the Planning Commission of the City of South El Monte, do hereby certify that the foregoing Resolution, being Resolution No. 23-04 was duly passed and adopted by the Planning Commission of the City of South El Monte at a regular meeting of said Commission held on the 17th day of October 2023.

AYES: Sanchez, Tang, Vice Chair Barrera, Chair Ortiz

NOES: Rodriguez



Secretary



Planning Commission Agenda Report

**Agenda
Item No.
7a**

DATE: September 19, 2023

TO: Honorable Chairman and Members of the Planning Commission

PREPARED BY: Guillermo Arreola, Director of Community Development

SUBJECT: Consideration of Resolution No. 23-03 approving a Conditional Use Permit (CUP) (No. 23-03) to allow for a special event (banquet) facility ("Rustic & Chic").

PUBLIC NOTICE: Notice was posted on September 7, 2023 for Public Hearing before the Planning Commission.

**ENVIRONMENTAL
REVIEW:**

This project is exempt from environmental review pursuant to the guidelines of the California Environmental Quality Act (Public Resources Code, § 21080, subd. (b)(9); Administrative Code, Title 14, Chapter 3, § 15332, Class 32, In-Fill). This section specifically applies to small projects that are consistent with General Plan policies, zoning, occurs within the City limits on a site of no more than 5 acres, the site has no value as a habitat for endangered or rare species, would not result in any significant impacts relating to noise, traffic, water or air quality, and can be adequately served by all required utilities and public services.

PROJECT

LOCATION:

Address:	1703 Floradale Avenue
Project Applicant:	Jazmin Mora
Property Owner:	John Lee
Zone:	Manufacturing (M)
Lot Size:	19,300 sq. ft.

SURROUNDING ZONING AND LAND USE:

	Zone	General Plan	Land Use
North	Manufacturing (M)	Industrial	Plumbing Supply
South	Manufacturing (M)	Industrial	Industrial
East	Manufacturing (M)	Industrial	Food Processing
West	Public-Facilities (P-F)	Public Facilities	Church/School

BACKGROUND: The applicant, Jazmin Mora ("Applicant"), is applying to open a special event facility ("Project") at 1703 Floradale Avenue, South El Monte, California 91733 ("Property"). The Property consists of one parcel having an area of approximately 19,300 square

feet and one existing 8,640 square foot warehouse building. The property is located at the end of the Floradale Avenue Cul-de-Sac, south of Thienes Avenue and zoned Manufacturing (M). The building is made up a combination of storage, offices, and restrooms.

The site is currently licensed for a party supply business (Rustic Rentals, LLC.), however, the City received reports that the business was operating as a special event facility (Rustic & Chic) during the weekends, without having obtained City approval. They were notified to stop all activities associated with the special event operation.

Since special event facilities are not specifically permitted or prohibited, such use requires a conditional use permit, so long as they are determined to be compatible with the permitted uses in the manufacturing zone. According to the applicant, the property will operate as a party supply rental business during the week, and an event center on the weekends.

Staff has received reports that the applicant has been conducting events at this site, without approval of a conditional use permit, which is before you for your review. The City's Code Enforcement Division as well as Planning Staff, informed the applicant that they could not continue the use until the applied for, and received approval of a conditional use permit. Staff recently received a information that the site held a private event on Saturday, September 2, 2023. In addition, the company's website indicates that the site is available for rental purposes.

RECOMMENDATION: Staff RECOMMENDS that the Planning Commission adopt Resolution No. 23-03 approving CUP (No. 23-03).

ANALYSIS:

General Plan/Zoning Consistency

The Property is designated as "Industrial" in the City of South El Monte's ("City") General Plan and is zoned "M" (Manufacturing) in the City's Zoning Code. The Project falls within the scope of the General Plan's "Industrial" land use designation and is also a conditionally permitted use in the "M" Zone. When considering consistency with the General Plan, staff determined that the Project will help further the City's goals and objectives found in the General Plan and satisfy all development requirements within the Zoning Code.

Land Use Element

Goal 1.0: *Maintain a balanced mix and distribution of land uses throughout South El Monte* by allowing for the establishment that does not currently existing in the area that can serve residents and businesses within the community.

Policy 1.4: *Maintain a balanced mix and distribution of land uses throughout South El Monte and create opportunities for two types of commercial development: (1) commercial uses that meet the retail and service needs of the local resident and employee populations, and (2) regional-serving retail commercial businesses that capture revenues from a broader population base.* This use will serve the area by providing an special event locale that can serve private parties for small to medium sized events in the City.

Economic Development Element

Goal 1.0: *Continue to provide opportunities for a wide range of industries to operate in South El Monte* by allowing the special event business which is uncommon for the area.

Conditional Use Permit

Chapter 18.18 of the South El Monte Municipal Code (SEMMC) lists are permitted uses allowed in the zone and there is no use similar to the proposed special event venue. Pursuant to section 17.18.050(L), “Conditional Use,” it states that any other use not specifically permitted or prohibited, which is determined to be compatible with the permitted uses of the manufacturing zone, may be allowed subject to a conditional use permit (CUP)

In order to grant a CUP, the Commission must make the following finding pursuant to SEMMC Section 17.68.040:

The commission shall find that the proposed use shall not be detrimental to persons or properties in the immediate vicinity nor to the city in general.

The parcels located north, south, and east of the Property are developed with industrial uses. The property to the west is developed with a church and school (Epiphany Catholic Church and Epiphany Catholic School). The school property is improved with a perimeter wall along the north property line, which prohibits vehicular and pedestrian access. In addition, the special event facility’s hours of operation (listed below) do not conflict with the school’s hours of operation. The business will be required to comply with Chapter 8.20 – Noise Regulations.

Proposed Project

The site currently has a business license as a party rental business. However, as stated before, it has since been used for special events during the weekends. The special event business, Rustic & Chic is a venue to host special occasions, such as weddings, corporate events, bridal showers, anniversaries, birthdays, etc. There will be a maximum number of five employees (and five valet employees) during the largest shift.

There is no expansion proposed to the existing building. The front portion of the building will remain offices and restrooms, with two smaller storage rooms to remain. The remaining 5,300 square feet of warehouse area will be used for assembly purposes. The site is improved with 11 parking spaces, with the current use requiring a total of 9 parking spaces. Based on a maximum occupancy of 354 persons, the proposed special event facility would require a total of 118 total parking spaces, however, the applicant has indicated that the maximum number of people allowed at any event will not exceed 120 persons, which would thus require 40 parking spaces. Parking will be provided off-site at Monte Vista Elementary School using a valet service. The maximum capacity of 120 person at any one event has been added as condition of approval. The applicant has entered into an agreement with Monte Vista Elementary School for the use of one of their parking lots. The on-site parking spaces will not be available during special events. While not immediately adjacent to any residentially zoned or developed properties, there are residential properties located approximately 120 feet away (south east from the property) along Cogswell Road. Due to the proximity of these homes, staff has added a condition of approval that prohibits the rear parking lot for any outdoor events. In addition, all doors, including overhead doors, must

remain closed during these special events. Vehicular guest access to the rear portion of the lot will be prohibited. However, a gate will be available for pedestrian access.

The building will include some interior and exterior improvements. The building presently has two restrooms. The applicant proposes to increase the number of restrooms to six. In addition, there are two roll-up doors along the south and west elevations. These roll-up doors will be replaced with glass storefronts, with sidelights and double doors along the south elevation, and a single glass door and window along the west elevation. The applicant will be required to apply for, and obtain all necessary building permits, prior to the use of this site as a special event center.

Hours of Operation

The site will include the operations of a party rental business during the week, and a special event facility on the weekends. The existing hours of operation of the party rental equipment business will not overlap with the special event facility.

The operation of the party rental business are as follows:

- Monday – Friday: 8:00 a.m. – 5:00 p.m.

The proposed hours of operation for the Special Event business are as follows:

- Friday: 6:00 p.m. – 12:00 a.m.
- Saturday and Sunday: 4:00 p.m. to 12:00 a.m.

The hours of operation of the special event facility have been added to the attached Resolution as conditions of approval.

Parking and Valet service

As stated previously, the party rental business requires a total of nine parking spaces, however, eleven parking spaces are provided. This is the parking requirement for the site between Monday through Friday, 8:00 am through 5:00 p.m. The proposed special event facility will operate Friday through Sunday and will require a total of 118 parking spaces based on an occupant load of 354 persons. However, the applicant has indicated that the maximum number of attendees at any one event will not exceed 120 persons. Based on this limitation, the number of parking spaces will easily be accommodated at the off-site parking facility which will be located approximately a quarter mile from the site at Monte Vista Elementary School.

Valet service will be provided by Black Diamond Valet, and will provide valet services will operate as follows:

A temporary valet booth will be situated at the front of the main entrance of the site, and Black Diamond employees will take the cars to the off-site parking at Monte Vista Elementary. There will be five attendants for valet parking operations, one at the valet booth, three runners, and one shuttling the parking attendants. This parking lot, which is gated, will be accessed only by Black Diamond Valet, and no other person or vehicle will enter or exit the parking lot without direction and supervision from Black Diamond Valet. A condition of approval requires that a security guard be posted at the off-site parking during all special events. All Black Diamond Valet personnel will be required to have satisfactory driving records, and will also carry all necessary insurance

certificates naming the venue as additional insured. In addition, all drivers will be required to strictly follow the speed limits and the applicable City's noise ordinance. At the end of each event, the temporary valet booth will be removed and stored, hidden from public view.

The CUP is contingent upon a parking agreement in good standing. Should the parking agreement between the school and Rustic & Chic ever be revoked, the CUP may be revoked, unless a similar parking agreement is obtained and a new CUP approved from the City's Planning Commission.

Security

The applicant has contracted Superior Protection Services CA, Inc. to provide three (3) security guards. During weekend events, Rustic & Chic will provide two on-site security guards, one on foot to patrol the outside of the venue, including the venue's parking lot, and one inside the venue. In addition, there will be one security guard at the off-site parking lot during all special events.

In addition, per the Sheriff's Department's recommendation, the applicant will be required to provide security at the off-site parking location at Monte Vista Elementary School. A condition of approval has been added to this effect. Staff has also added a condition of approval that allows the Sheriff's Department to amend or supplement their initial assessment should there be subsequent reviews of the proposed project.

Alcohol Service

The applicant has indicated that there will be no alcohol sold or served on the premises. However, the company's website indicates that "access to bar table top only, one cooler (drinks and staff not included), which means that persons attending the event can bring their own alcoholic beverages. Staff contacted the Department of Alcoholic Beverage Control (ABC) regarding this type of use, and according to ABC, Section 23399.1 of the Business and Profession's Code states the following:

No license or permit shall be required for the serving and otherwise disposing of alcoholic beverages where all of the following conditions prevail:

- That there is no sale of an alcoholic beverage.
- That the premises are not open to the general public during the time alcoholic beverages are served, consumed or otherwise disposed of (private events only).
- That the premises are not maintained for the purpose of keeping, serving, consuming or otherwise disposing of alcoholic beverages (storage of alcoholic beverages is prohibited).

As such, staff has added a condition of approval that limits the events at this facility as private events, prohibits the sale, storage, and service of any alcoholic beverages. The business' website shall reflect the adopted conditions of approval, and shall reflect the maximum number of attendees, hours of operation, and that the business does not sell, store, or serve alcoholic beverages.

Sheriff's Department

The Sheriff's Department reviewed the proposed conditional use permit application. The Sheriff's Department has some safety concerns about the possibility of street exhibitions at the street cul-

de-sac, as there is evidence of such activities from aerial photographs. In addition, the limited point of entry would also impact any emergency responses, since there is only one entry point to access the project site. As such, staff has added a condition approval that requires the applicant to submit a security plan for review and approval by the Sheriff's Department that addresss issues including but not limited to street exhibitions, vandalism and burglaries. The Sheriff's Department also recommends incorporating in the CUP a requirment that the applicant comply with the general principles of Crime Prevention through Environmental Design (CPTED) . The goal of CPTED is to reduce opportunities for criminal activities by employing physical design features that discourage anti-social behavior, while encouraging the legitimate use of the site. The overall tenets of CPTED include defensible space, territoriality, surveillance, lighting, landscaping, and physical security.

As such, the required security plan shall incorporate the following:

- The installation of security cameras for a video monitoring system. Security cameras shall be required inside, as well as outside the building at each entry/exit point;
- Exterior building security lights shall include motion sensors;
- Appropriate gate hardware such as keypad/keycard access and automatic gate closers shall be implemented where feasible to limit unauthorized access, as well as for easy monitoring of the site;
- All roll-up doors shall remain closed during assembly events to avoid noise disturbance to surrounding neighbors;
- Outdoor events in the rear parking lot shall be prohibited.
- Security guards shall be present during each event at the event facility and at the off-site parking area (Monte Vista Elementary School).

CORRESPONDENCE: On September 14, 2023, staff received correspondence opposed to the approval of the conditional use permit for a special event business at 1703 Floradale. The correspondence is attached as Attachment C.

CONCLUSION: Staff has reviewed the proposed Project and finds it meets the development standards with included conditions of approval to be consistent with the General Plan and Zoning Code. It is staff's recommendation that Planning Commission adopt Resolution No. 23-03 approving the requested conditional use permit for a special event facility in conjunction with an existing party rental business.

ATTACHMENTS:

- A – Resolution No. 23-03
- B – Vicinity Maps/Aerials
- C – Correspondence
- D – Project Plans

PLANNING COMMISSION

RESOLUTION NO. 23-03

A RESOLUTION OF THE SOUTH EL MONTE PLANNING COMMISSION APPROVING AN APPLICATION FOR CONDITIONAL USE PERMIT FOR A SPECIAL EVENT FACILITY IN CONJUNCTION WITH A PARTY RENTAL BUSINESS AT 1703 FLORADALE AVENUE, OPERATING AS RUSTIC & CHIC

WHEREAS, Jazmin Mora (“Applicant”), filed an application for a Conditional Use Permit (“CUP”) for a special event facility in conjunction with an existing party rental business (“Project” or “proposed Project”) located at 1703 Floradale Avenue, South El Monte, CA 91733 (“Property” or “project site”); and

WHEREAS, pursuant to South El Monte Municipal Code (“SEMMC”) Section 17.18.050(L), the Project requires Planning Commission review and approval because the Project is not specifically permitted or prohibited, which is determined to be compatible with the permitted uses in the manufacturing zone; and

WHEREAS, a public hearing was held before the Planning Commission on September 19, 2023, to consider the application. All evidence, both written and oral, presented during said public hearing was considered by the Planning Commission in making its determination.

NOW THEREFORE, THE PLANNING COMMISSION OF THE CITY OF SOUTH EL MONTE HEREBY FINDS AND RESOLVES AS FOLLOWS:

SECTION 1: Pursuant to Section 15301 (Class 1) of the California Environmental Quality Act (CEQA), the proposed Project is categorically exempt from environmental review and a Notice of Exemption has been prepared. The proposed Project qualifies for a Class 1 Categorical Exemption for the Project because the proposed Project is to be operated within existing facilities. The criteria for a Class 1 Categorical Exemption is the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency’s determination. The Planning Commission finds that the proposed Project meets this criteria and is exempt from the provisions of CEQA. The documents and other material, which constitute the record on which this decision is based, are located in the Department of Community Development and are in the custody of the Director of Community Development

SECTION 2: A record of the public hearing indicates the following:

A. With regard to the application for a CUP, SEMMC Section 17.68.040 requires that the Planning Commission find that the proposed use shall not be detrimental to persons or

properties in the immediate vicinity nor to the City in general. State law requires that the Project be compatible with surrounding uses.

B. The General Plan Land Use designation for the Property is “Industrial.” The Zoning Code designation is “M” (Manufacturing).

C. The proposed Project promotes the City’s goals and objectives stated in the General Plan. No goal or policy will be impaired with the conditions included in this resolution.

D. The special event facility should not become a nuisance to surrounding properties with the proposed conditions.

SECTION 3: Based on the record of the hearing, including all information presented at the hearing, including the Staff Report dated September 19, 2023 which is hereby incorporated into this Resolution 23-03 by reference, the Planning Commission hereby finds:

A. As conditioned, the Project represents a quality establishment that will be compatible with surrounding uses, the surrounding area, and the goals of the City. As a result, approving this application will not adversely affect the General Plan or the Zoning Ordinance.

B. Pursuant to SEMMC Section 17.68.040, the approval of the CUP will not be detrimental to persons or properties in the immediate vicinity or to the City in general, as conditioned. This is so because the conditions included will prevent the proposed Project from becoming a detriment through operational limits expressed in the Conditions of Approval.

C. The proposed Project, as conditioned, is consistent with the City’s General Plan. The proposed Project is compatible with the objectives, policies, general land uses, economic development and programs specified in the General Plan which includes, but is not limited to, the following goals:

Land Use Element

- (1) Goal 1.0: *Maintain a balanced mix and distribution of land uses throughout South El Monte* by allowing for the establishment of a use that does not currently exist in the area that can serve residents and businesses within the community; and
- (2) Policy 1.4: *Maintain a balanced mix and distribution of land uses throughout South El Monte*” and “create opportunities for two types of commercial development: (1) commercial uses that meet the retail and service needs of the local resident and employee populations, and (2) regional-serving retail commercial businesses that capture revenues from a broader population base. This will serve the area by providing a special event facility that can serve private parties or businesses for small to medium sized events in the City; and

Economic Development Element

- (3) Goal 1.0: *Continue to provide opportunities for a wide range of industries to operate in South El Monte* by allowing special event facility which is uncommon for the area.

SECTION 4: Based on the aforementioned findings, the Planning Commission hereby approves CUP (No 23-03) to operate special event facility subject to the following conditions:

General Conditions

1. The Applicant shall indemnify, defend and hold harmless the City, its officers, agents, employees, and volunteers from any and all claims, lawsuits or actions arising from the granting of, or the exercise of, the rights permitted by this approval, and from any and all claims or losses occurring or resulting to any person, firm, corporation or property for damage, injury, or death arising out of, or connected in anyway, with the performance of the use permitted hereby. The Applicant's obligation to indemnify, defend, and hold harmless the City shall include, but not be limited to, paying all legal fees and costs incurred by legal counsel of the City's choice in representing the City in connection with any such claims, losses, lawsuits or actions, and any award of damages or attorney's fees in any such lawsuit or action.
2. The Applicant shall execute an Affidavit of Acceptance of these conditions in the presence of a Notary Public and return the Affidavit to the Director of Community Development within ten calendar days of the date of the Planning Commission's approval.
3. The approval shall lapse and become void if the privilege authorized is not within two years from the date of this approval.
4. Applicant and its employees, agents and contractors shall comply with all laws, policies, rules and regulations including but not limited to the Municipal Code provisions.

Planning Conditions

5. The hours of operation shall be as follows:

The operation of the party rental business are as follows:

- Monday – Friday: 8:00 a.m. – 5:00 p.m.

The proposed hours of operation for the Special Event business are as follows:

- Friday: 6:00 p.m. – 12:00 a.m.
- Saturday and Sunday: 4:00 p.m. to 12:00 a.m.

6. Any graffiti painted or marked upon the Property or on any adjacent area under the control of the Applicant shall be removed or painted over within 24 hours of discovery or within 24 hours of notice from the City and shall be removed or painted over in compliance with all SEMMC requirements.

7. The Property shall be maintained in a safe and clean condition and the Applicant shall ensure that no trash or litter originating from the site is deposited on neighboring properties or the public right-of-way. At the end of each business day, the Applicant shall pick up any and all litter including but not limited to large discarded items that may have collected in the Property's parking area and public right-of-way.
8. The Applicant shall not permit any loitering including any loitering on any property adjacent to the Property under control of the Applicant.
9. Noise associated with the special event business shall not negatively impact the surrounding properties, including those residential properties located on Cogswell Road. The use shall comply with SEMMC Chapter 8.20.
10. The Applicant and all operators shall each take all necessary steps to ensure the orderly conduct of employees, patrons, and visitors when they are present on the Property.
11. The Applicant shall maintain all required permits and licenses in good standing.
12. This CUP limits the use of the facility to private events, and shall comply with the following:
 - That there is no sale of an alcoholic beverage.
 - That the premises are not open to the general public during the time alcoholic beverages are served, consumed or otherwise disposed of (private events only).
 - That the premises are not maintained for the purpose of keeping, serving, consuming or otherwise disposing of alcoholic beverages (storage of alcoholic beverages is prohibited).
5. The maximum number of people at the Property shall not exceed 120 attendees.
6. The maximum occupancy of the premise is 384 shall be prominently posted and monitored at all times. The maximum number of attendees at each event shall not exceed 120.
7. The front of the exterior of the premises, as well as all parking areas under control of the Applicant, shall be illuminated at all times while the premises is open for business. This shall be done in such a manner that persons standing outdoors at night are identifiable by law enforcement personnel while balancing the lighting so as not to unreasonably spill into and illuminate the window area of nearby properties.
8. All crimes occurring inside or outside of the location shall be reported to the Sherriff Department at the time of the occurrence.
9. At any time when the applicant licensee is absent from the premises, a responsible party shall be designated who can facilitate any Sherriff Department inquiries.
27. A copy of this approved resolution shall be kept on the premises at all times and presented to any Sheriff, or Business License or Planning Staff person.

28. The business' website shall reflect the adopted conditions of approval, and shall reflect the maximum number of attendees, hours of operation, and that the business does not sell, store, or serve alcoholic beverages.
29. The Applicant understands that any violation of these conditions or any operation that constitutes a nuisance shall be grounds for the suspension or revocation of the Conditional Use Permit.
30. There shall be no exterior speakers and no live entertainment outside the building (including the parking lot) unless a Temporary Use Permit (TUP) is obtained from the City.
31. The temporary valet booth shall be removed and stored, hidden from public view, at the conclusion of each event.
32. The City shall review the conditions of the premises and business operations approved herein in approximately six months from the date of the City's approval.
33. The parking agreement must be maintained, and any change to the parking agreement shall be brought before the Director of Community Development for approval before execution.
34. The valet service (Black Diamond Valet) shall:
 - Carry all necessary insurance certificates;
 - All drivers shall have satisfactory driving records;
 - Comply with all traffic safety laws;
 - Comply with the City's noise ordinance.
 - Limit access to the off-site parking area to Black Diamond Valet personnel only and security personnel associated with Rustic & Chic.
 - There will be five attendants for valet parking operations at each event, one attendant at the valet booth, three runners, and one shuttling the parking attendants.

Sheriff Department Conditions

35. The applicant shall be required to submit a security plan to the Sheriff's Department for review and approval, and shall contain the following:
 - The installation of security cameras for a video monitoring system. Security cameras shall be required inside, as well as outside the building at each entry/exit point. Security cameras shall be in constant working order and directed towards ingress/egress points of the business. Recordings shall be retained for 60 days and allow to be reviewed by the Sheriff's Department.
 - Security lighting shall be installed, include motion sensors, and shielded to avoid light spillage onto adjacent properties.

- Appropriate gate hardware such as keypad/keycard access and automatic gate closers shall be implemented where feasible to limit unauthorized access as well as for easy monitoring of the site;
 - Security guards shall be present during each event at the event facility and at the off-site parking area (Monte Vista Elementary School).
 - The special event business shall include a minimum of three security guards, one along the exterior of the, one within the venue, and one at the off-site parking area as required in this CUP.
36. Allow access to Sheriff's Department to the Property, building, and parking lot at all times including when business operations are occurring including special event activities. .
37. The Sheriff's Department shall be allowed to modify the security plan should there be any future issues on site with notice to the permittee.

SECTION 5: Any interested party may appeal this decision to the City Council pursuant to SEMMC Section 17.74.050.

ADOPTED this 19th day of September, 2023.

Chairman

ATTEST:

Secretary

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS
CITY OF SOUTH EL MONTE)

I, Renee Reyes, Secretary to the Planning Commission of the City of South El Monte, do hereby certify that the foregoing Resolution, being Resolution No. 23-03 was duly passed and adopted by the Planning Commission of the City of South El Monte at a regular meeting of said Commission held on the 19th day of September 2023.

AYES:

NOES:

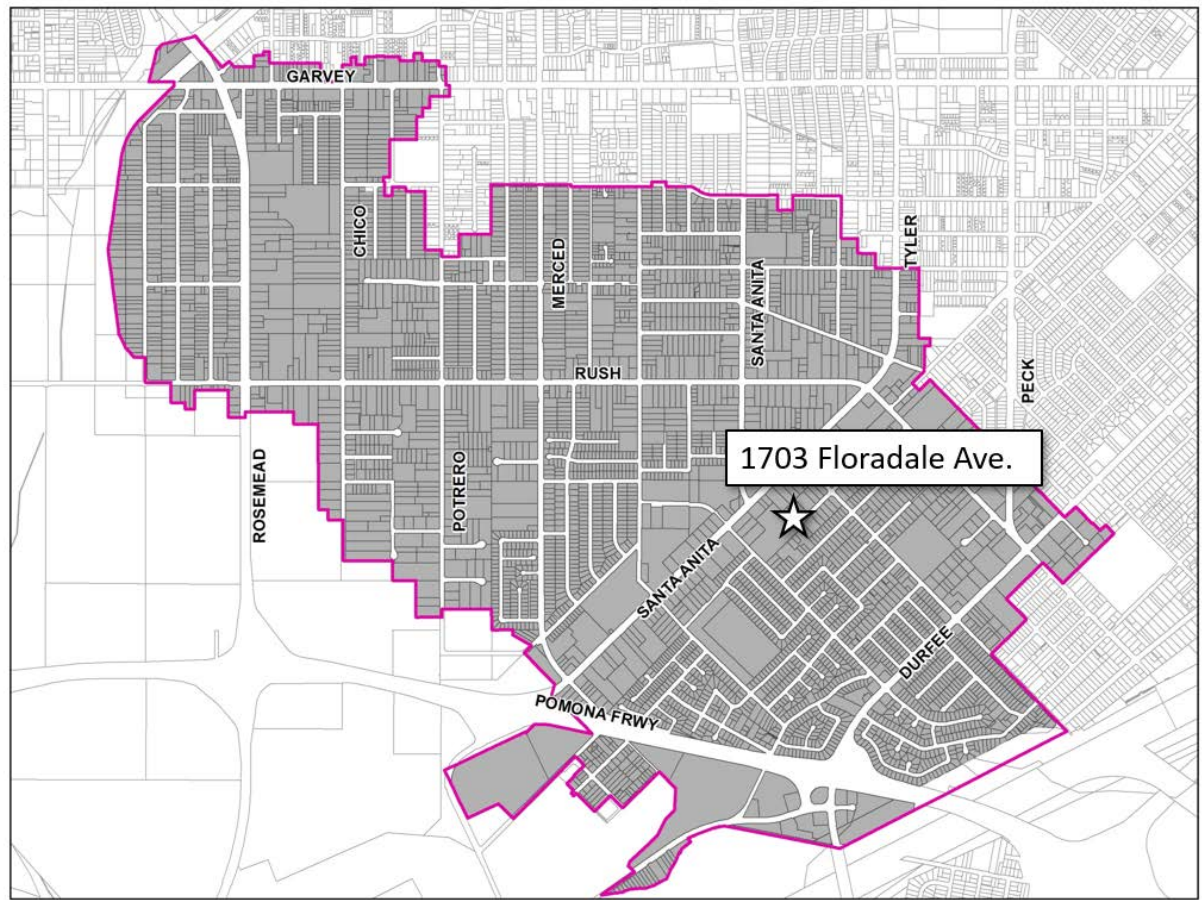
ABSENT:

ABSTAIN:

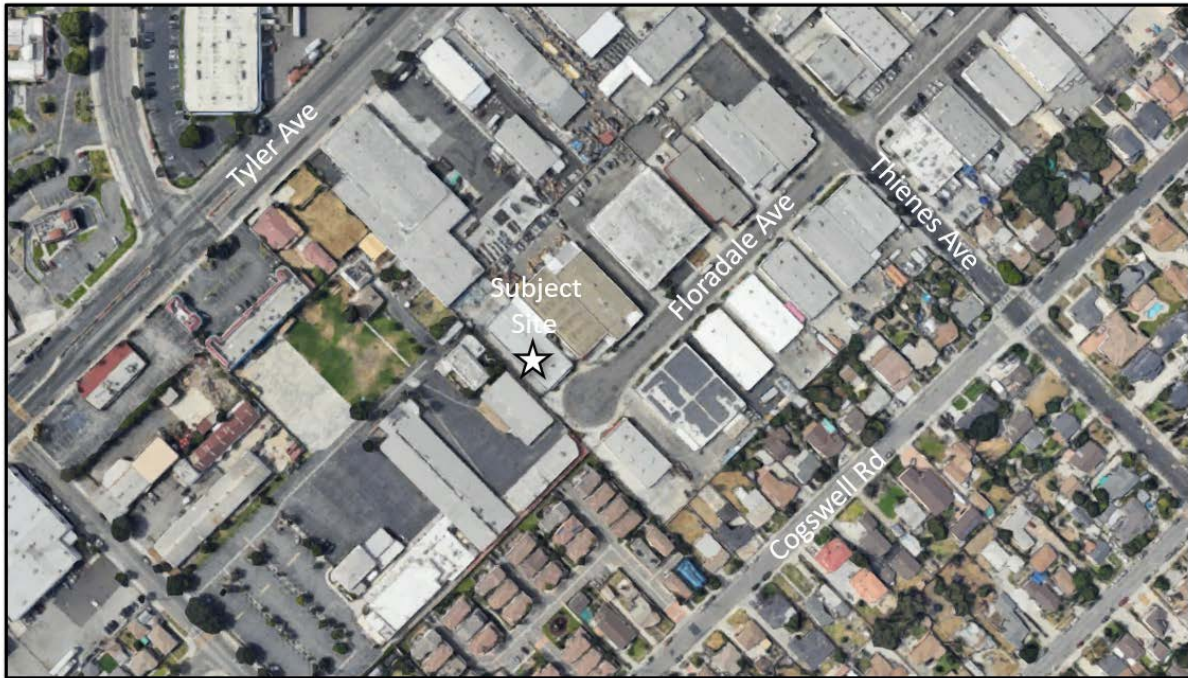
Secretary

ATTACHMENT B

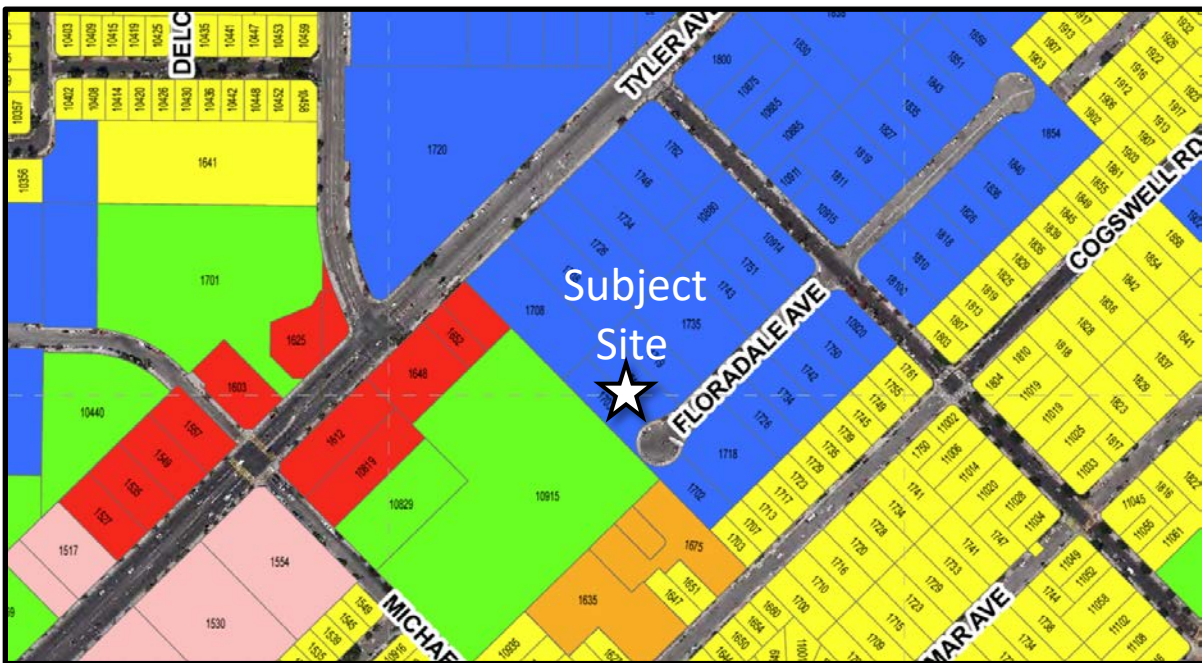
MAPS/AERIAL



Vicinity Map



Aerial - Subject Site



Zoning

Guillermo Arreola

From: Katie Owen [REDACTED]
Sent: Thursday, September 14, 2023 2:37 PM
To: Guillermo Arreola
Cc: [REDACTED]
Subject: FW: Conditional Use Permit No. 23-03

Importance: High

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon Mr. Arreola –

Thank you for your email. On behalf of Mike Owen I am responding to the Conditional Use Permit 20-03.

After thought and consideration, collectively we are opposed to the requested Conditional Use Permit No. 20-03.

As you're aware this proposed area of use is an industrial area and is not an appropriate place for this sort of event. Additionally, hosting an event with 120 guests poses a significant issue with parking which is already extremely problematic. We are very concerned with the exposure to break-ins, theft, property damage, graffiti etc. in general but even more so with the proposed event times specifically on the weekends. Finally, our tenants do not have traditional Monday – Friday 8am to 5pm hours, rather several tenants hours of operation are nights and/or weekends.

The safety and security of our properties and tenants is of the utmost importance and this type of event compromises both significantly.

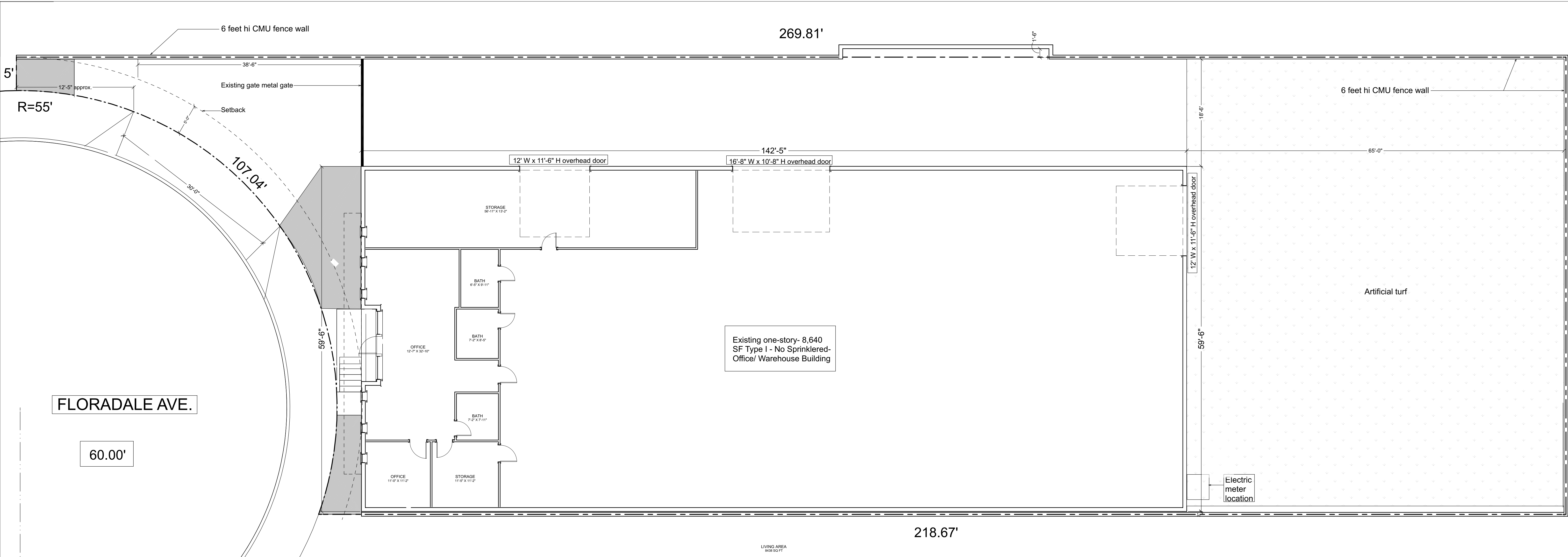
This is not just the position of 1702 Floradale, it is the shared stance of Jack Owen at Jenkins Industrial Properties, whom manages multiple other buildings on this street.

As property owners in this area, I trust this email and our position of the proposed Conditional Use Permit is respected.

Kindly,

Katie Owen
P.O. Box 1117
San Clemente, CA 92674
[REDACTED]

[REDACTED]



The Rustic & Chic
1703 Floradale Avenue South El Monte, CA 91780
AIN No : 8114-025-021

Building Summary:

Lot size: 19,300 SF (Per Assessors Map)
Building Area: 8,640 SF (Per Assessors website)
Lot Coverage: 45% Existing - No changes proposed
Current zone: M (Manufacturing)
Construction Type: Type-1 (Non-sprinklered)

Landscaping:

Existing: 396 SF
Proposed: 520 SF

Area Analysis:

Office areas: 785 SF/300 SF per person. Gross= 3 Occupants
Assembly area: 5,300 SF/ 15 SF per person - Net= 354 Occupants
Warehouse area: 1,300 SF/500 SF per person - Gross= 3 Occupants

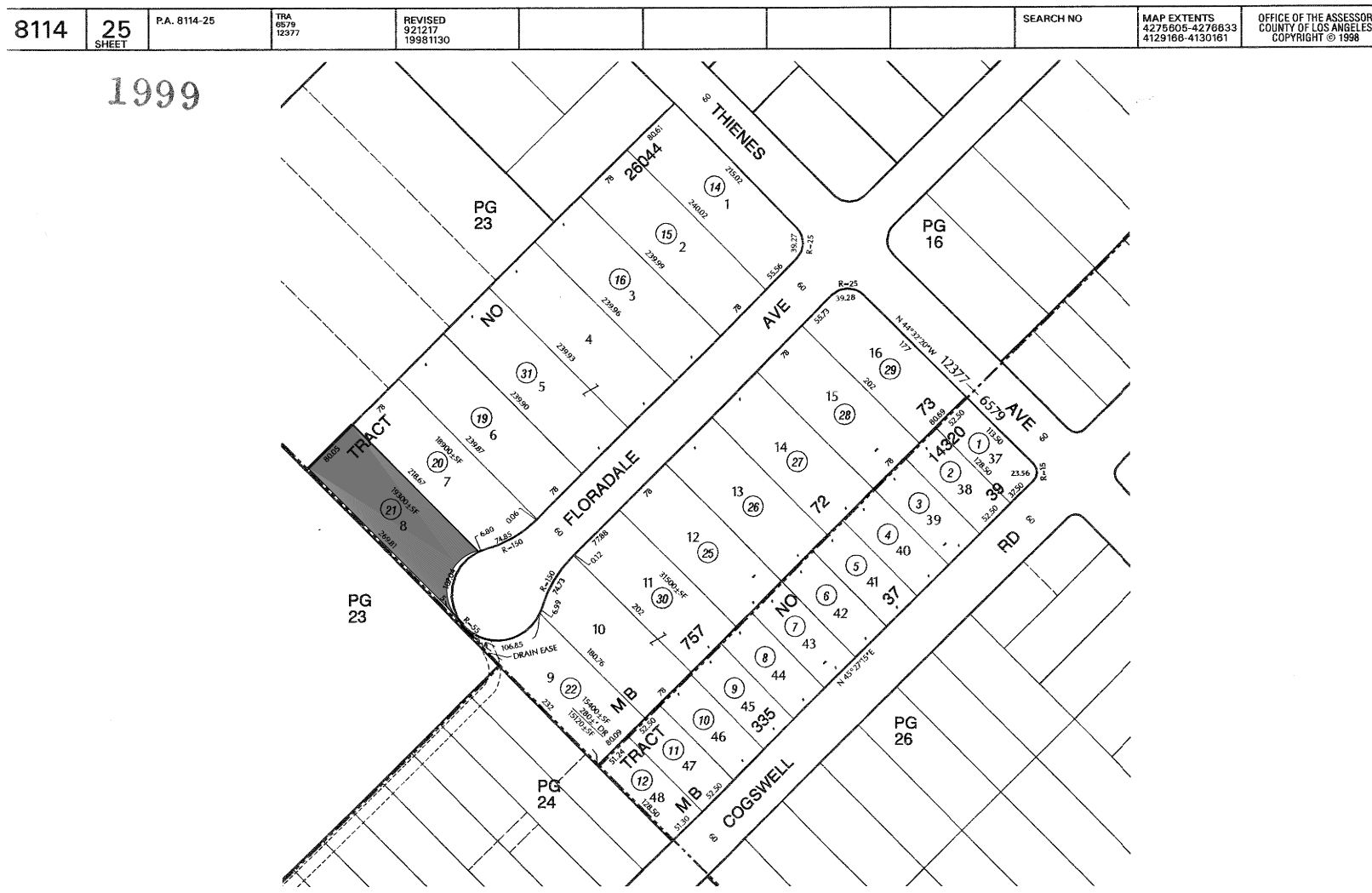
Parking Analysis:

Office areas: 1 parking per 300 SF = 3 parking spaces
Assembly areas: 1 parking per 3 occupants = 354/3 = 118 parking spaces
Warehouse: 1 parking per 1,000 SF = 2 parking spaces

Total Parking Required:

During Business Hours
Parking provided: 11 parking spaces. Including 1 van accessible parking space.

During Event Hours
Parking provided: 118 parking spaces provided off site.



PARCEL MAP

SHEET INDEX:

TS	TITLE SHEET/ EXISTING SITE PLAN
A-0.0	PROPOSED SITE PLANS MONDAY - FRIDAY
A-0.1	PROPOSED SITE PLANS FRIDAY - SUNDAY
A-0.2	EXISTING & PROPOSED FLOOR PLAN
A-0.3	EXISTING & PROPOSED ELEVATIONS
A-0.4	FRAMING DETAILS
A-0.5.1-3	ACCESSIBILITY
GN-1	GENERAL NOTES

CUP Submittal
April 5, 2023

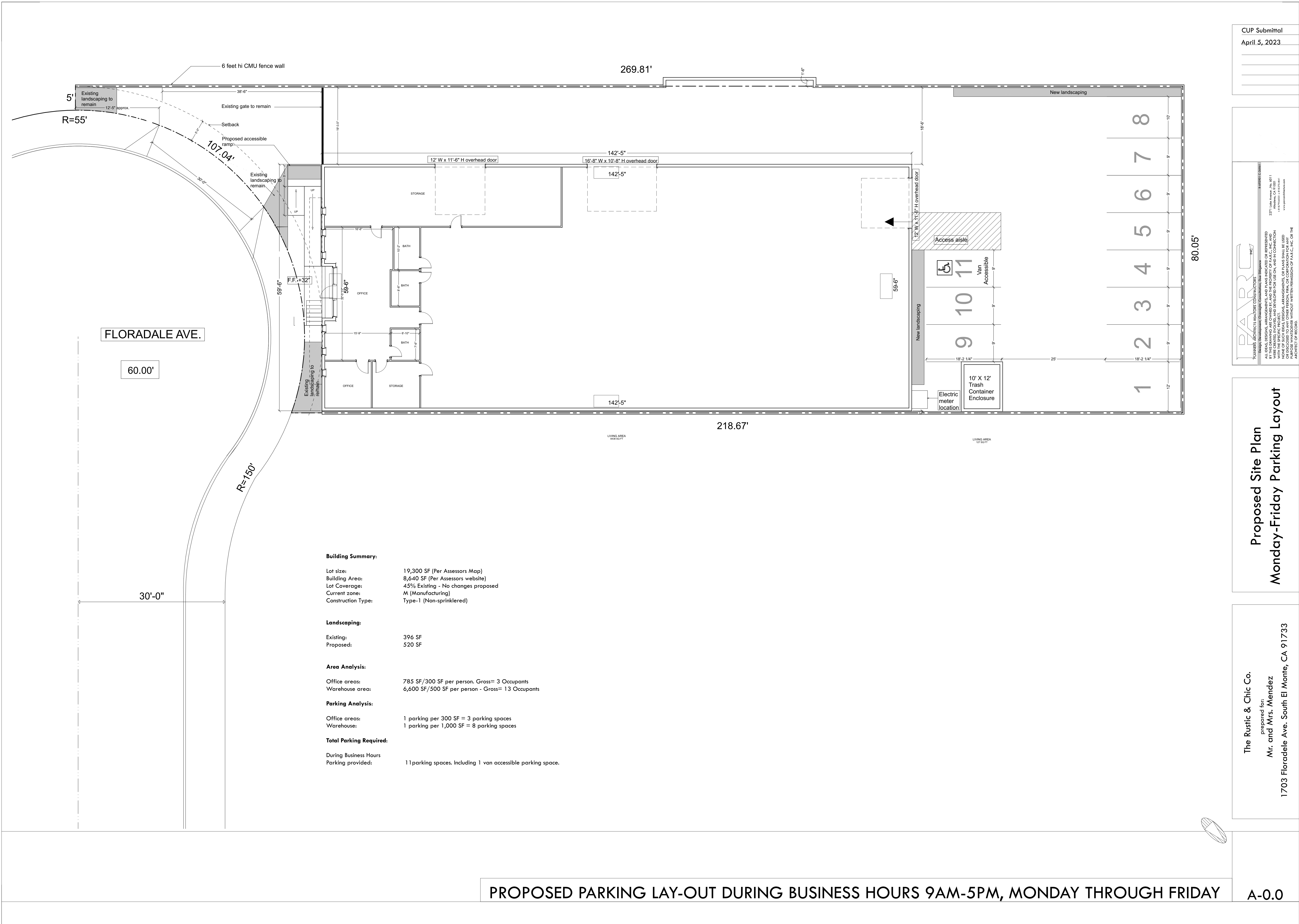
PLANNERS ARCHITECTS INC.
227 1/2 Main Avenue, No. 6011
El Monte, CA 91733
Tel: (626) 441-1111
Fax: (626) 441-1112
www.plannersarchitects.com

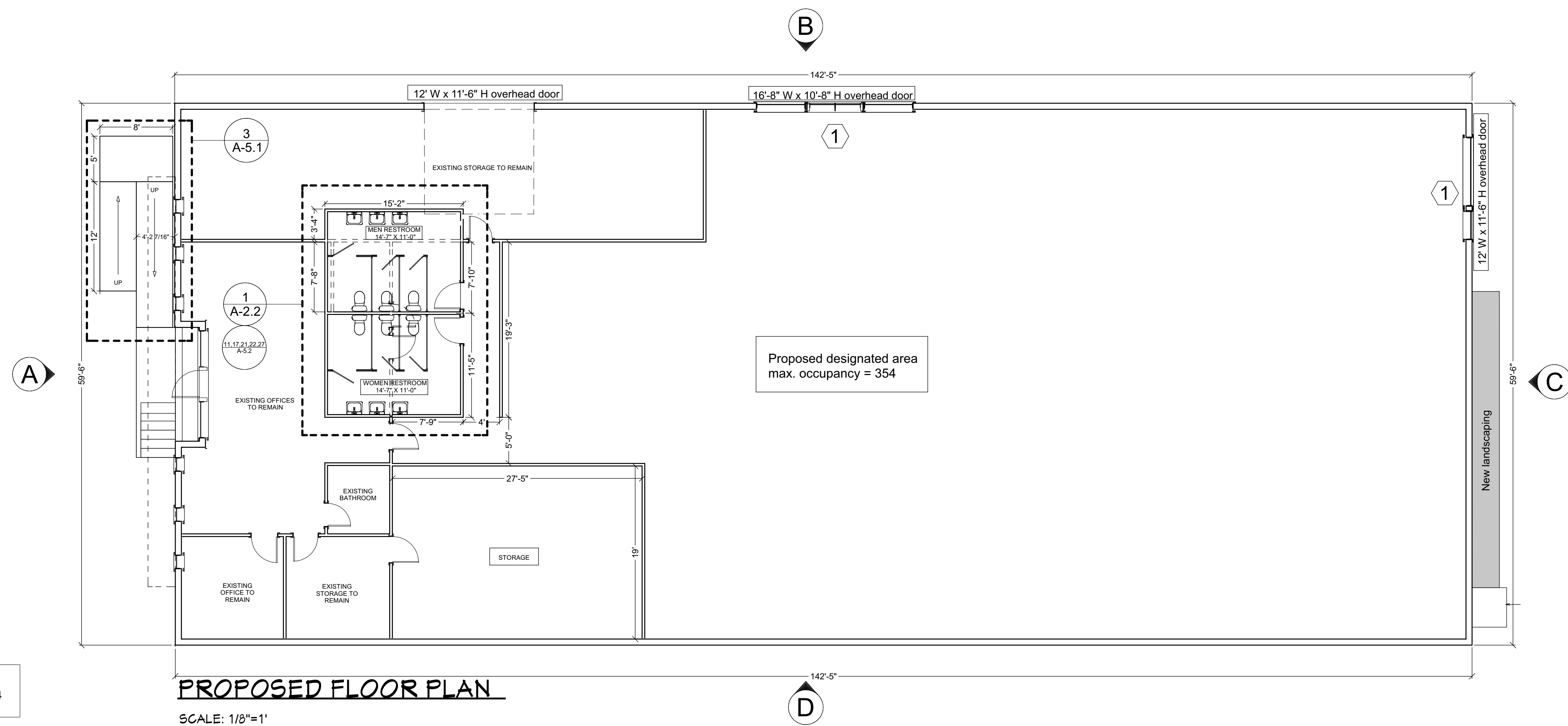
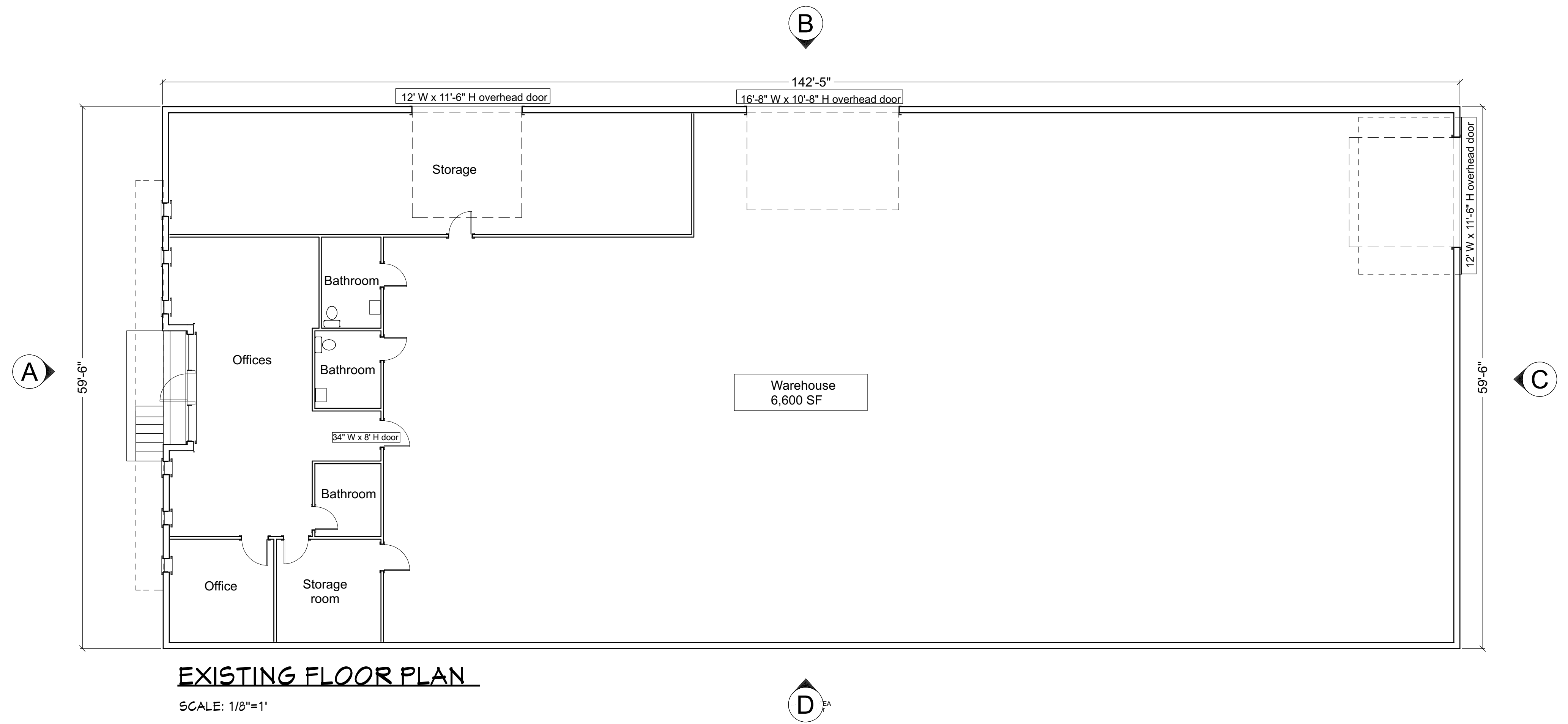
Title Sheet &
Existing Site Plan

The Rustic & Chic Co.
prepared for:
Mr. and Mrs. Mendez
1703 Floradale Ave. South El Monte, CA 91733

EXISTING SITE PLAN Scale: 1/8"=1'

TS





NOTE:
ALL NEW WALLS TO BE 2X4
STUDS @16" O.C. U.O.N.

NEW WALL
EXISTING WALL
DEMO WALL

SCALE: 1/8"=1'
Note:
1 Install new aluminum frame storefront system and glazing within existing openings. Provide 3' wide x 7' feet height double door glass egress doors.

IBC/IPC Plumbing Fixture Requirements
Edition: 2021

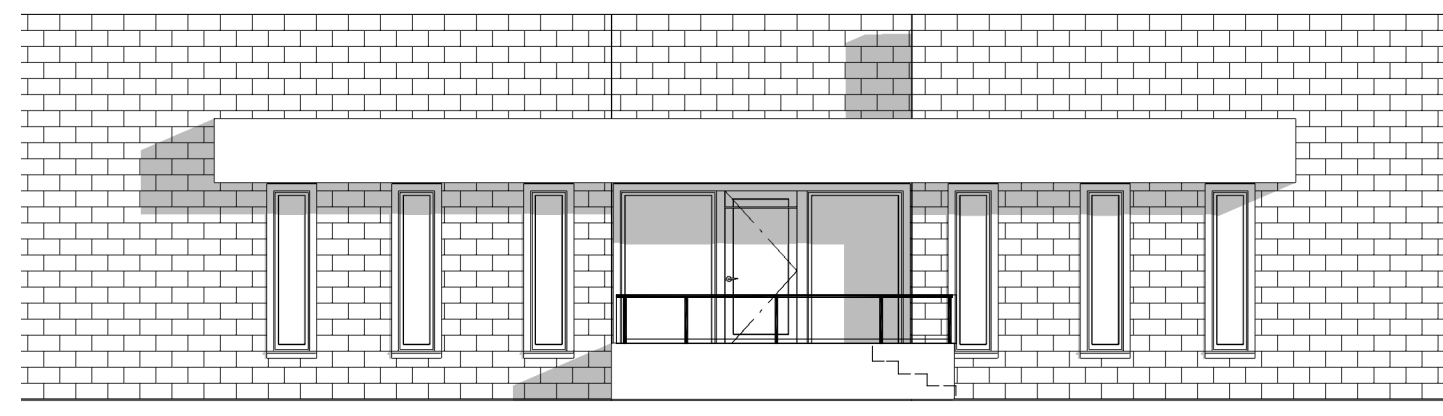
Occupant Load / Number of Units or Rooms	Male Water Closets		Female Water Closets		Male Lavatories		Female Lavatories	
	Ratio	Required	Ratio	Required	Ratio	Required	Ratio	Required
354	1 per 75	2.36	1 per 75	2.36	1 per 200	0.89	1 per 200	0.89
4	1 per 25 for the	0.08	0.08	0.05	0.05			
3	1 per 100	0.02	1 per 100	0.02	1 per 100	0.02	1 per 100	0.02
4	0	0.00	0	0.00	0	0.00	0	0.00
3	0	0.00	0	0.00	0	0.00	0	0.00
Totals 368	Exact	2.46	2.46	0.95	0.95			
	Rounded	3	3	1	1			

CUP Submittal
April 5, 2023

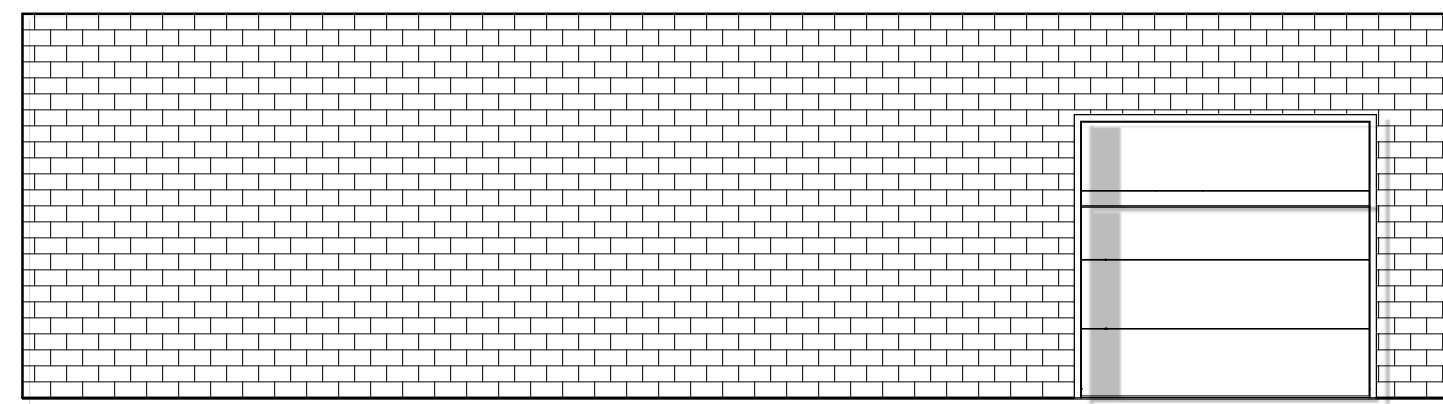
PLANNERS ARCHITECTS INC.
227 Linda Avenue, No. 4011
Folsom, CA 95630
www.plannersarchitects.com

Existing & Proposed
Floor Plan

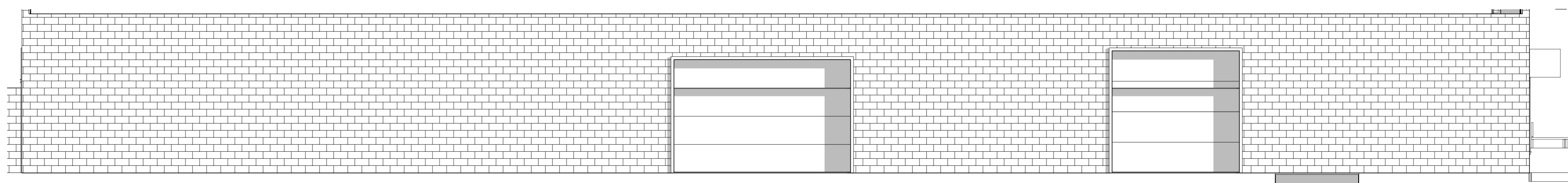
The Rustic & Chic Co.
prepared for:
Mr. and Mrs. Mendez
1703 Floradele Ave. South El Monte, CA 91733



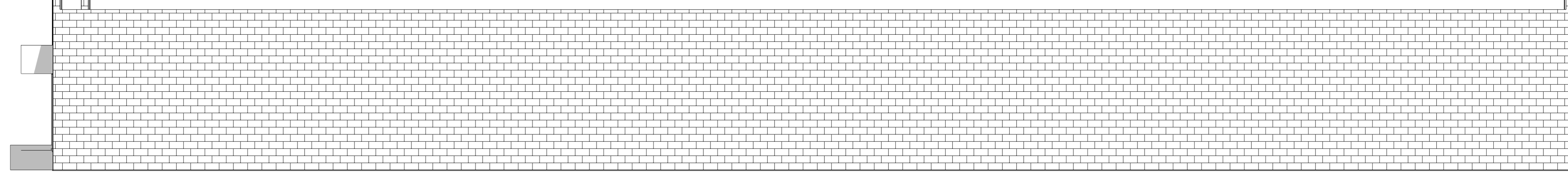
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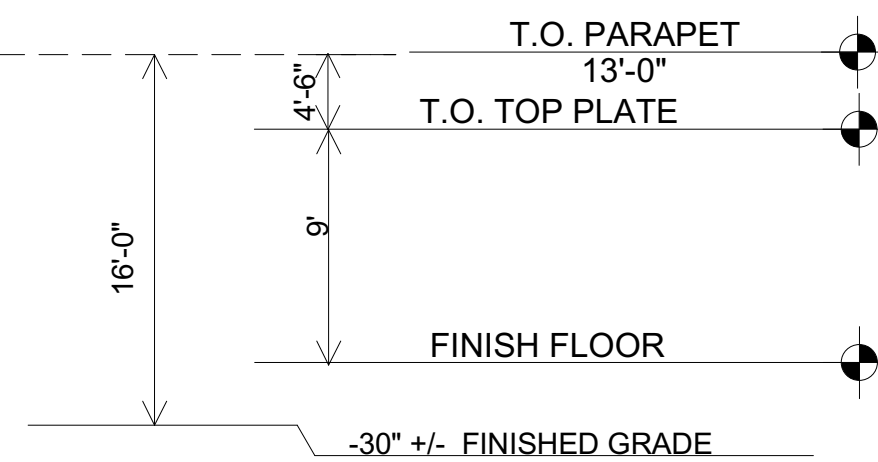
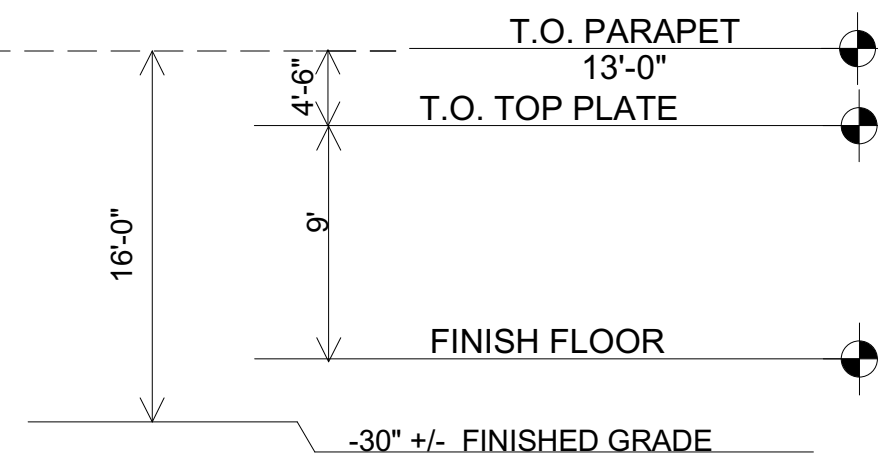
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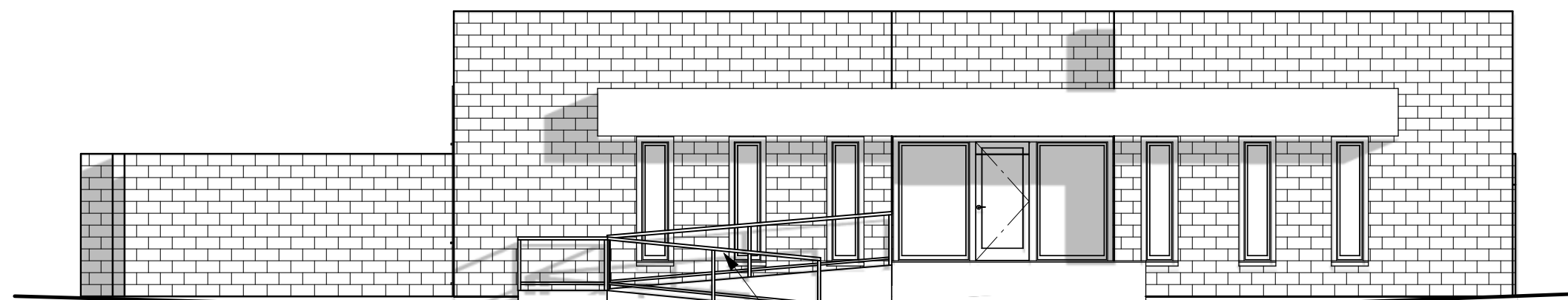


D

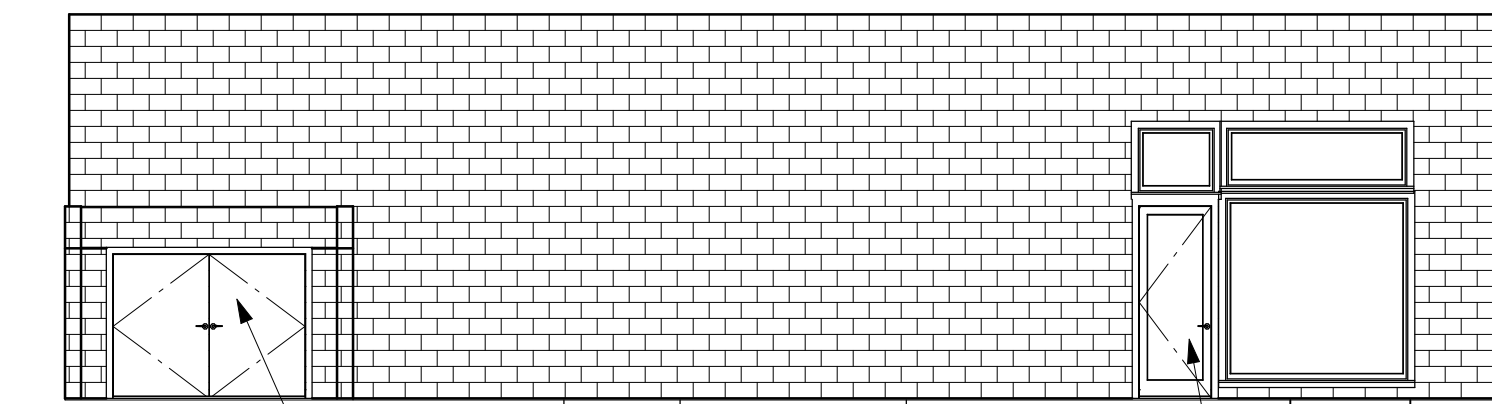


EXISTING ELEVATIONS

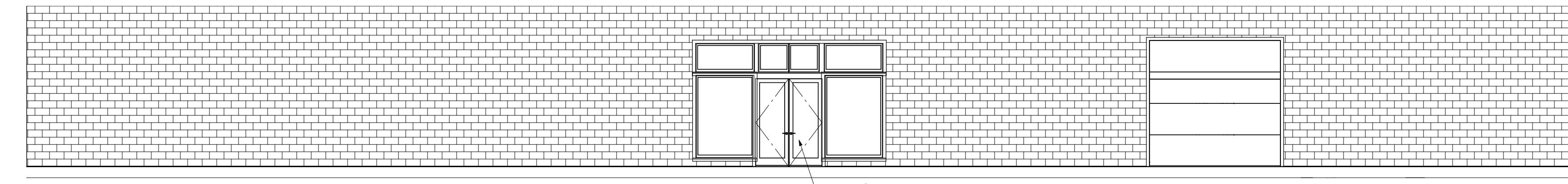
SCALE: 1/4"=1'



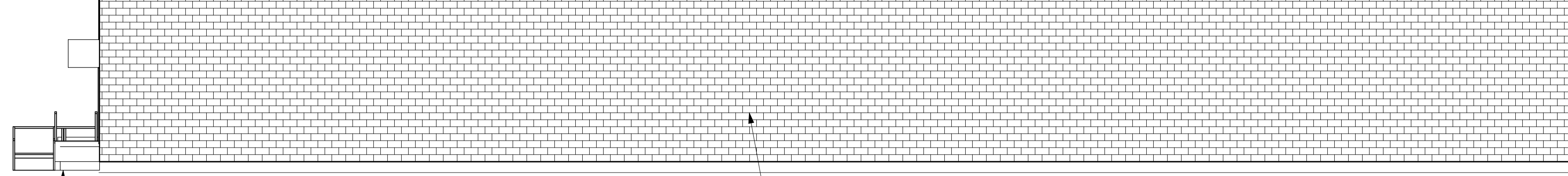
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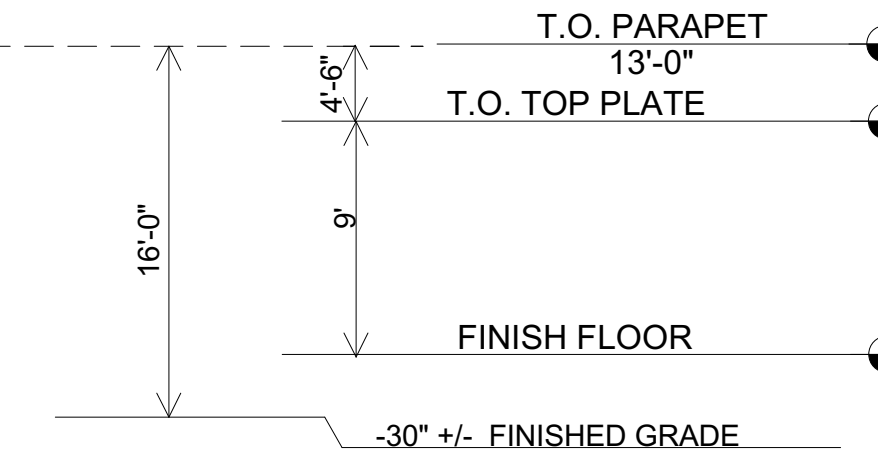
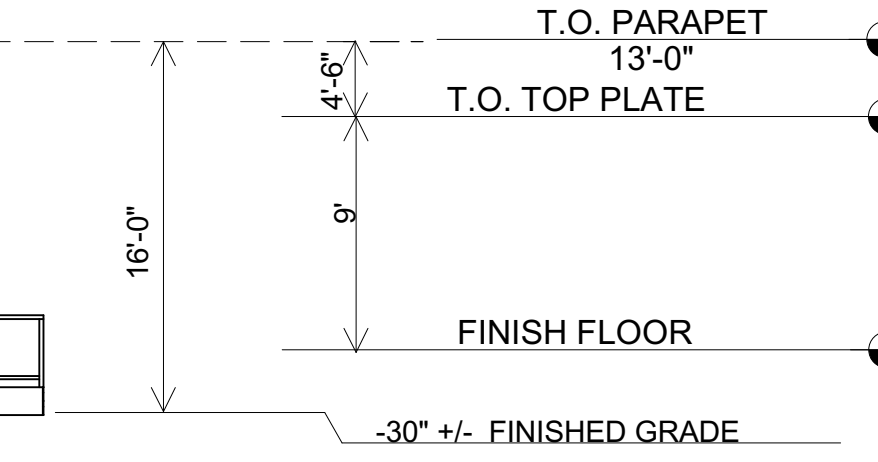
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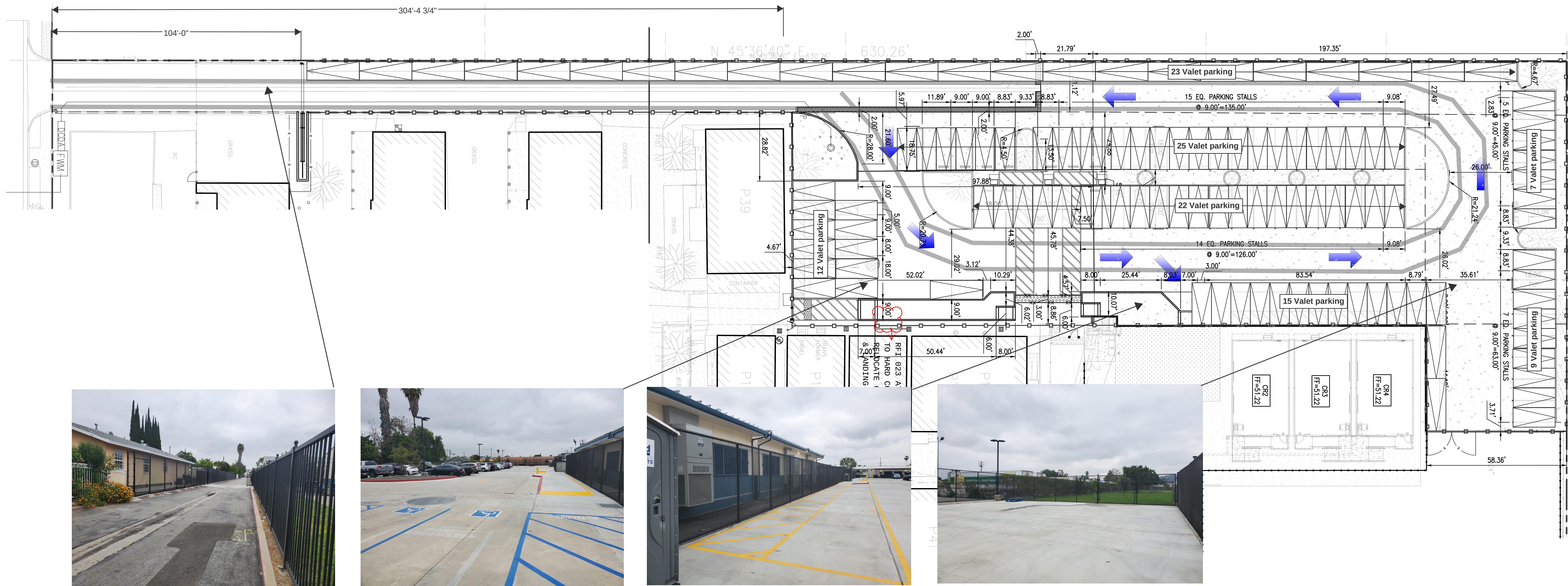


D



PROPOSED FLOOR PLAN

SCALE: 1/4"=1'



Property fencing is provided on both sides of the access driveway and controlled by a sliding gate

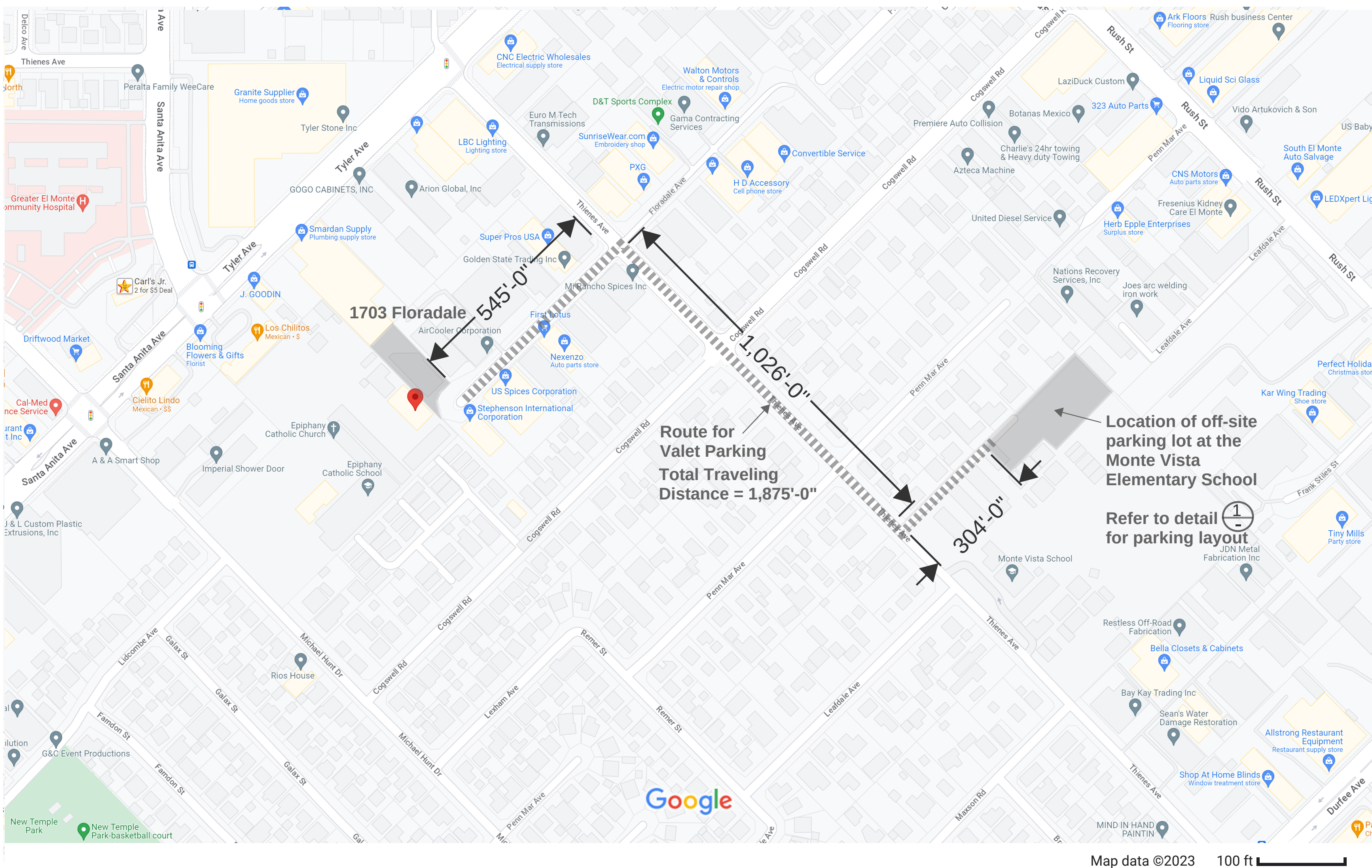
Overview of the parking lot. Note concrete paving, perimeter fencing and light standards.

Property fencing provide complete separation between the parking lot and the school grounds

Property perimeter fencing and light standards are provided.

Valet parking Layout

Total parking capacity = 118 Cars



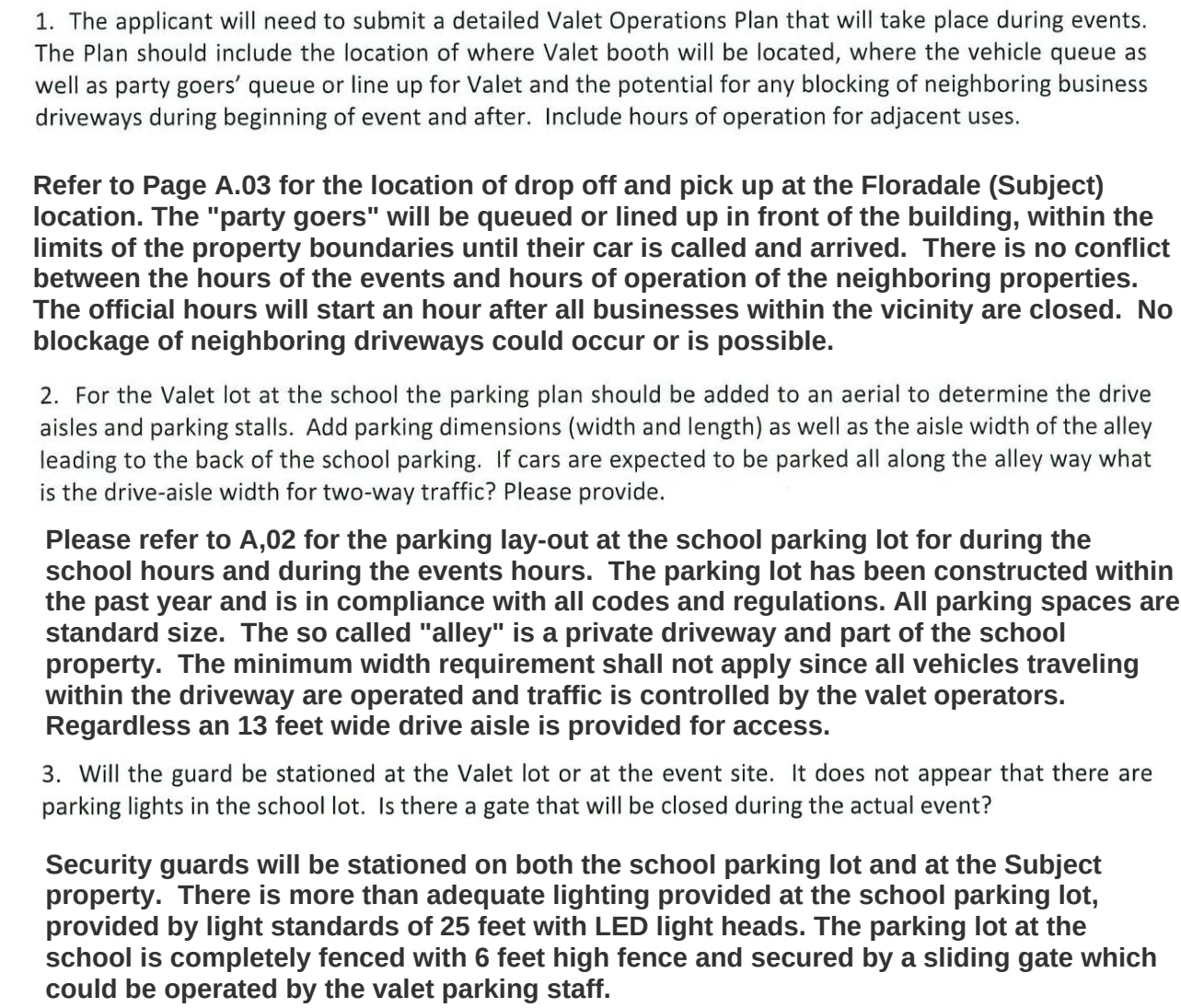
Route for Valet parking

Travel Distance= 1,875 feet

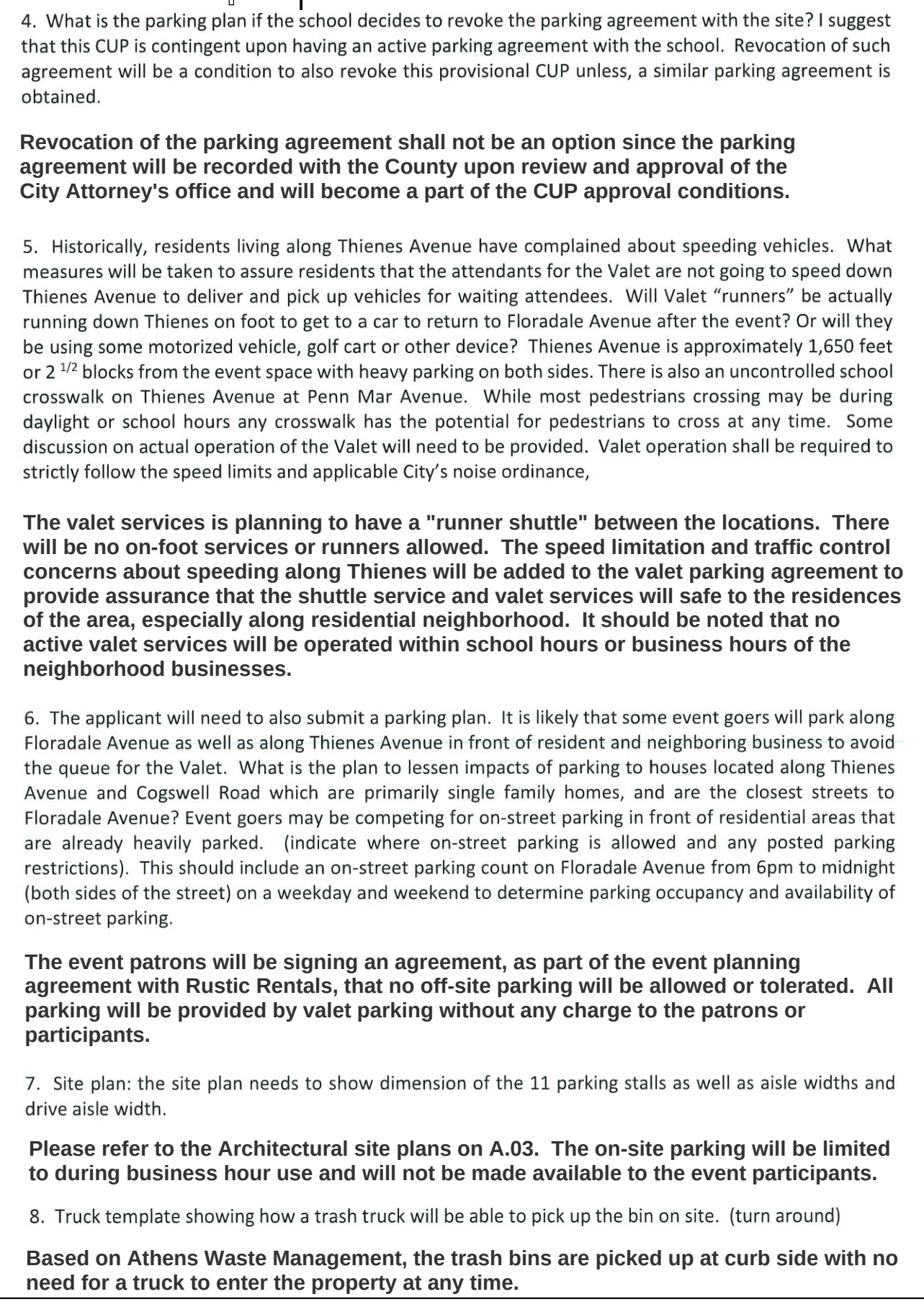
Valet Parking Layout

The Rustic & Chic Co.
Prepared for:
Mr. and Mrs. Mendez
1703 Floradale Ave. South El Monte, CA 91733

A-0.01



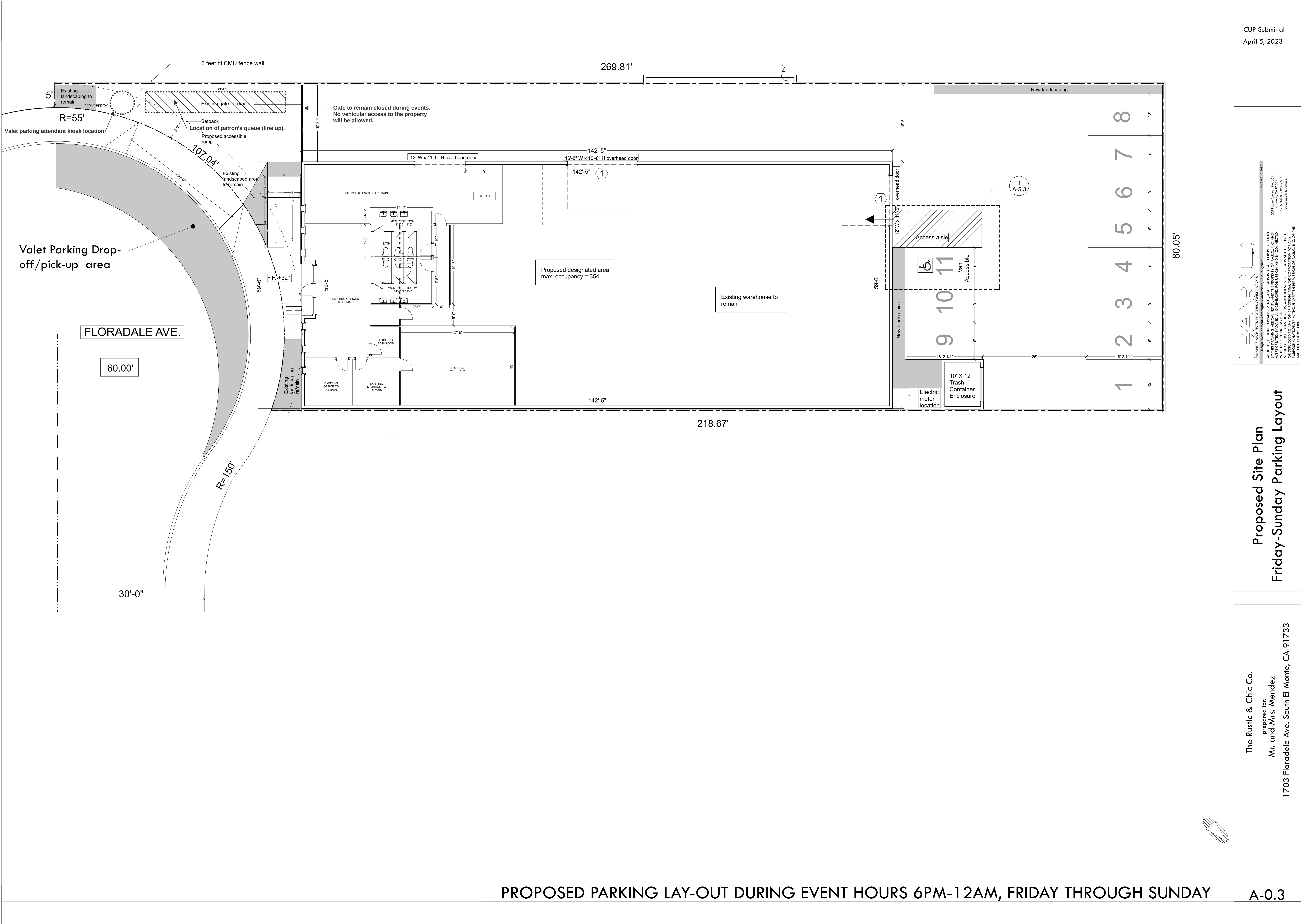
Scale: 1"=20'



Scale: 1"=20'

The Rustic & Chic Co.
prepared for:
Mr. and Mrs. Mendez
1703 Floradele Ave. South El Monte, CA 91733

A-0.2



CUP Submittal
April 5, 2023

PLANNERS ARCHITECTS INTERIORS CONSTRUCTORS
227 Linda Avenue, No. 4011
Aptos, CA 95020
Tel: 831.426.1111
Fax: 831.426.1112
www.plannershazmat.com

Proposed Site Plan
Friday-Sunday Parking Layout

The Rustic & Chic Co.
prepared for:
Mr. and Mrs. Mendez
1703 Floradele Ave. South El Monte, CA 91733

A-0.3



Planning Commission Agenda Report

**Agenda
Item No.
7a**

DATE: October 17, 2023

TO: Honorable Chairman and Members of the Planning Commission

PREPARED BY: Guillermo Arreola, Director of Community Development

SUBJECT: Consideration of Resolution No. 23-03 approving a Conditional Use Permit (CUP) (No. 23-03) to allow for a special event (banquet) facility ("Rustic & Chic").

PUBLIC NOTICE: Notice was posted on September 7, 2023 for Public Hearing before the Planning Commission.

BACKGROUND/DISCUSSION

On September 19, 2023, the Planning Commission held a public hearing for a proposed special event facility in conjunction with an existing party rental business. The Commission ("Commission") recommended that the public hearing be continued to the October 17, 2023 Commission meeting to allow staff to review, research, and analyze matters that arose during the meeting. As such, staff has followed up with the following agencies:

- City of Commerce
- City of Bell Gardens
- Department of Alcoholic Beverage Control (ABC)

On September 23, 2023, at or around 10:30 p.m., Code Enforcement Supervisor Joe Martinez arrived at this location responding to a call that an event was taking place at Rustic & Chic. Supervisor Martinez approached the site and informed the person in charge that they were hosting an event without proper city approvals. Supervisor Martinez attended the September 19th Planning Commission meeting, so he was familiar with the details of the meeting. The gentleman in charge informed Supervisor Martinez that they understood what they were required to do; however, they proceeded to hold the event. Supervisor Martinez issued three citations; \$1,000 violation per SEMMC 05.04.010 Business Activity without a license, \$1,000 violation per SEMMC 17.18.060 Prohibited Use M-Zone, and \$1,000 per SEMMC 17.18.050 Conditional Use Permit Required. After the issuance of the citations totaling \$3,000, the business representative promptly began shutting down the event. During the meeting, Staff informed the Commission that the applicant was not allowed to hold any events until the CUP was approved by the Commission and after the Building and Fire Departments conducted a final walk through with an approved final inspection.

City of Commerce

Staff spoke to the Code Enforcement Department regarding any complaints they may have received regarding the business operations of the Rustic & Chic located in its city. The City's

Code Enforcement Department informed staff that it has not received any complaints regarding their operations.

City of Bell Gardens

Staff contacted the City of Bell Gardens regarding the operation of Rustic & Chic, however, Bell Gardens staff informed South El Monte staff that the business was no longer in operation. According to its Code Enforcement Department, in 2021, Rustic & Chic was originally issued a business license for party rentals and photo shoots. However, similarly to its business in South El Monte, Rustic & Chic transformed into a special event facility. Bell Gardens staff informed the operators that the banquet facility was not permitted in that zone, and requested that the business operator discontinue the banquet facility operation. The City informed the business operators that they may apply for a zone change and that it could take as long as six months for the zone change, if approved, to take effect. However, the business operators continued the banquet operation. Ultimately, the City of Bell Gardens took Rustic & Chic to court to have them stop the banquet operation and apply for a zone change. The business operators decided not to pursue and closed the entire business.

Department of Alcoholic Beverage Control

Staff reached out to the Department of Alcoholic Beverage Control (“ABC”) regarding the types of businesses that could operate similarly to that proposed by Rustic & Chic, i.e., where an ABC license is not required for clients to bring their own alcoholic beverages. The only other type of business that is similar, if not identical to this type of business, is a banquet facility. ABC concurred with the Planning Commission that a condition of approval could be added to the resolution requiring all staff take an on-line LEAD Program and be certified prior to the operation of the business. The LEAD program started on January 1, 1991, and continues today as a free, voluntary prevention and education program for retail licensees, their employees and applicants. The mission of the LEAD program is to provide free, effective and educational training on alcohol responsibility and the law to California retail licensees and their employees.

Staff has revised the attached resolution incorporating this condition of approval.

CONCLUSION: Staff has reviewed the proposed Project and finds it meets the development standards with included conditions of approval to be consistent with the General Plan and Zoning Code. It is staff’s recommendation that the Planning Commission adopt Resolution No. 23-03 approving the requested conditional use permit for a special event facility in conjunction with an existing party rental business.

ATTACHMENTS:

A – Resolution No. 23-03

B – September 19, 2023 Planning Commission Staff Report (includes plans)

RESOLUTION NO. 23-04

A RESOLUTION OF THE SOUTH EL MONTE PLANNING COMMISSION APPROVING AN APPLICATION FOR CONDITIONAL USE PERMIT FOR A SPECIAL EVENT FACILITY IN CONJUNCTION WITH A PARTY RENTAL BUSINESS AT 1703 FLORADALE AVENUE, OPERATING AS RUSTIC & CHIC

WHEREAS, Jazmin Mora (“Applicant”), filed an application for a Conditional Use Permit (“CUP”) for a special event facility in conjunction with an existing party rental business (“Project” or “proposed Project”) located at 1703 Floradale Avenue, South El Monte, CA 91733 (“Property” or “project site”); and

WHEREAS, pursuant to South El Monte Municipal Code (“SEMMC”) Section 17.18.050(L), the Project requires Planning Commission review and approval because the Project is not specifically permitted or prohibited, which is determined to be compatible with the permitted uses in the manufacturing zone; and

WHEREAS, a public hearing was held before the Planning Commission on September 19, 2023 to consider the application. All evidence, both written and oral, presented during the public hearing was considered by the Planning Commission in making its determination. On September 19, the Commission voted to continue the public hearing to the October 17, 2023 Planning Commission meeting to allow staff time to conduct additional research regarding the operation of the Applicant’s same business in other cities and request additional information from the Department of Alcoholic Beverage Control; and

WHEREAS, the public hearing was continued to the October 17, 2023 to allow the Planning Commission to further review the application and additional information provided by staff. All evidence, both written and oral, presented during the public hearing was considered by the Planning Commission in making its determination to continue the matter.

NOW THEREFORE, THE PLANNING COMMISSION OF THE CITY OF SOUTH EL MONTE HEREBY FINDS AND RESOLVES AS FOLLOWS:

SECTION 1: Pursuant to Section 15301 (Class 1) of the California Environmental Quality Act (CEQA), the proposed Project is categorically exempt from environmental review and a Notice of Exemption has been prepared. The proposed Project qualifies for a Class 1 Categorical Exemption for the Project because the proposed Project is to be operated within existing facilities. The criteria for a Class 1 Categorical Exemption is the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency’s determination. The Planning Commission finds that the proposed Project meets this criteria and is exempt from the provisions of CEQA. The documents and other material, which constitute the record on which this decision is based, are located in the

Department of Community Development and are in the custody of the Director of Community Development

SECTION 2: A record of the public hearing indicates the following:

A. With regard to the application for a CUP, SEMMC Section 17.68.040 requires that the Planning Commission find that the proposed use shall not be detrimental to persons or properties in the immediate vicinity or to the City in general. State law requires that the Project be compatible with surrounding uses.

B. The General Plan Land Use designation for the Property is “Industrial.” The Zoning Code designation is “M” (Manufacturing).

C. The proposed Project promotes the City’s goals and objectives stated in the General Plan. No goal or policy will be impaired with the conditions included in this resolution.

D. The special event facility should not become a nuisance to surrounding properties with the proposed conditions.

SECTION 3: Based on the record of the hearing, including all information presented at the hearings on September 19, 2023 and October 17, 2023, including the Staff Report dated September 19, 2023 and October 17, 2023, which are hereby incorporated into this Resolution 23-03 by reference, the Planning Commission hereby finds:

A. As conditioned, the Project represents a quality establishment that will be compatible with surrounding uses, the surrounding area, and the goals of the City. As a result, approving this application will not adversely affect the General Plan or the Zoning Ordinance.

B. Pursuant to SEMMC Section 17.68.040, the approval of the CUP will not be detrimental to persons or properties in the immediate vicinity or to the City in general, as conditioned. This is so because the conditions included will prevent the proposed Project from becoming a detriment through operational limits expressed in the Conditions of Approval.

C. The proposed Project, as conditioned, is consistent with the City’s General Plan. The proposed Project is compatible with the objectives, policies, general land uses, economic development and programs specified in the General Plan which includes, but is not limited to, the following goals:

Land Use Element

- (1) Goal 1.0: *Maintain a balanced mix and distribution of land uses throughout South El Monte* by allowing for the establishment of a use that does not currently exist in the area that can serve residents and businesses within the community; and
- (2) Policy 1.4: *Maintain a balanced mix and distribution of land uses throughout South El Monte” and “create opportunities for two types of*

commercial development: (1) commercial uses that meet the retail and service needs of the local resident and employee populations, and (2) regional-serving retail commercial businesses that capture revenues from a broader population base. This will serve the area by providing a special event facility that can serve private parties or businesses for small to medium sized events in the City; and

Economic Development Element

- (3) Goal 1.0: *Continue to provide opportunities for a wide range of industries to operate in South El Monte* by allowing special event facility which is uncommon for the area.

SECTION 4: Based on the aforementioned findings, the Planning Commission hereby approves CUP (No 23-03) to operate special event facility subject to the following conditions:

General Conditions

1. The Applicant shall indemnify, defend and hold harmless the City, its officers, agents, employees, and volunteers from any and all claims, lawsuits or actions arising from the granting of, or the exercise of, the rights permitted by this approval, and from any and all claims or losses occurring or resulting to any person, firm, corporation or property for damage, injury, or death arising out of, or connected in anyway, with the performance of the use permitted hereby. The Applicant's obligation to indemnify, defend, and hold harmless the City shall include, but not be limited to, paying all legal fees and costs incurred by legal counsel of the City's choice in representing the City in connection with any such claims, losses, lawsuits or actions, and any award of damages or attorney's fees in any such lawsuit or action.
2. The Applicant shall execute an Affidavit of Acceptance of these conditions in the presence of a Notary Public and return the Affidavit to the Director of Community Development within ten calendar days of the date of the Planning Commission's approval.
3. The approval shall lapse and become void if the privilege authorized is not within two years from the date of this approval.
4. Applicant and its employees, agents and contractors shall comply with all laws, policies, rules and regulations including but not limited to the Municipal Code provisions.

Planning Conditions

5. The hours of operation shall be as follows:

The operation of the party rental business are as follows:

- Monday – Friday: 8:00 a.m. – 5:00 p.m.

The proposed hours of operation for the Special Event business are as follows:

- Friday: 6:00 p.m. – 12:00 a.m.
 - Saturday and Sunday: 4:00 p.m. to 12:00 a.m.
6. Any graffiti painted or marked upon the Property or on any adjacent area under the control of the Applicant shall be removed or painted over within 24 hours of discovery or within 24 hours of notice from the City and shall be removed or painted over in compliance with all SEMMC requirements.
 7. The Property shall be maintained in a safe and clean condition and the Applicant shall ensure that no trash or litter originating from the site is deposited on neighboring properties or the public right-of-way. At the end of each business day, the Applicant shall pick up any and all litter including but not limited to large discarded items that may have collected in the Property's parking area and public right-of-way.
 8. The Applicant shall not permit any loitering including any loitering on any property adjacent to the Property under control of the Applicant.
 9. Noise associated with the special event business shall not negatively impact the surrounding properties, including those residential properties located on Cogswell Road.
 10. The Applicant and all operators shall each take all necessary steps to ensure the orderly conduct of employees, patrons, and visitors when they are present on the Property.
 11. The Applicant shall maintain all required permits and licenses in good standing.
 12. This CUP limits the use of the facility to private events, and shall comply with the following:
 - That there is no sale of an alcoholic beverage.
 - That the premises are not open to the general public during the time alcoholic beverages are served, consumed or otherwise disposed of (private events only).
 - That the premises are not maintained for the purpose of keeping, serving, consuming or otherwise disposing of alcoholic beverages (storage of alcoholic beverages is prohibited).
 13. All Rustic & Chic employees shall enroll and pass the State Department of Alcoholic Beverage Control LEAD program prior to working any future event at Rustic & Chic.
 14. The maximum number of people at the Property shall not exceed 120 attendees.
 15. The maximum occupancy of the premise of 384 shall be prominently posted and monitored at all times. The maximum number of attendees at each event shall not exceed 120.
 16. The front of the exterior of the premises, as well as all parking areas under control of the Applicant, shall be illuminated at all times while the premises is open for business. This shall be done in such a manner that persons standing outdoors at night are identifiable by

law enforcement personnel while balancing the lighting so as not to unreasonably spill into and illuminate the window area of nearby properties.

17. All crimes occurring inside or outside of the location shall be reported to the Sherriff Department at the time of the occurrence.
18. At any time when the Applicant is absent from the premises, a responsible party shall be designated who can facilitate any Sherriff Department inquiries.
19. A copy of this approved resolution shall be kept on the premises at all times and presented to any Sheriff, or Business License or Planning Staff person.
20. The business' website shall reflect the adopted conditions of approval, and shall reflect the maximum number of attendees, hours of operation, and that the business does not sell, store, or serve alcoholic beverages.
21. The Applicant understands that any violation of these conditions or any operation that constitutes a nuisance shall be grounds for the suspension or revocation of the Conditional Use Permit.
22. There shall be no exterior speakers and no live entertainment outside the building (including the parking lot) unless a Temporary Use Permit (TUP) is obtained from the City.
23. The temporary valet booth shall be removed and stored, hidden from public view, at the conclusion of each event.
24. The City shall review the conditions of the premises and business operations approved herein in approximately six months from the date of the City's approval.
25. The parking agreement must be maintained, and any change to the parking agreement shall be brought before the Director of Community Development for approval before execution.
26. The valet service (Black Diamond Valet) shall:
 - Carry all necessary insurance certificates;
 - All drivers shall have satisfactory driving records;
 - Comply with all traffic safety laws;
 - Comply with the City's noise ordinance.
 - Limit access to the off-site parking area to Black Diamond Valet personnel only and security personnel associated with Rustic & Chic.
 - There will be five attendants for valet parking operations at each event, one attendant at the valet booth, three runners, and one shuttling the parking attendants.

Sheriff Department Conditions

27. The applicant shall be required to submit a security plan to the Sheriff's Department for review and approval, and shall contain the following:

- The installation of security cameras for a video monitoring system. Security cameras shall be required inside, as well as outside the building at each entry/exit point. Security cameras shall be in constant working order and directed towards ingress/egress points of the business. Recordings shall be retained for 60 days and allow to be reviewed by the Sheriff's Department.
- Security lighting shall be installed, include motion sensors, and shielded to avoid light spillage onto adjacent properties.
- Appropriate gate hardware such as keypad/keycard access and automatic gate closers shall be implemented where feasible to limit unauthorized access as well as for easy monitoring of the site;
- Security guards shall be present during each event at the event facility and at the off-site parking area (Monte Vista Elementary School).
- The special event business shall include a minimum of three security guards, one along the exterior of the, one within the venue, and one at the off-site parking area as required in this CUP.

28. Allow access to Sheriff's Department to the Property, building, and parking lot at all times including when business operation are occurring including special event activities.

29. The Sheriff's Department shall be allowed to modify the security plan should there be any future issues on site with notice to the permittee.

SECTION 5: Any interested party may appeal this decision to the City Council pursuant to SEMMC Section 17.74.050.

PASSED, APPROVED AND ADOPTED this 17th day of October, 2023.

Chairman

ATTEST:

Secretary

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS
CITY OF SOUTH EL MONTE)

I, Renee Reyes, Secretary to the Planning Commission of the City of South El Monte, do hereby certify that the foregoing Resolution, being Resolution No. 23-04 was duly passed and adopted by the Planning Commission of the City of South El Monte at a regular meeting of said Commission held on the 17th day of October 2023.

AYES:

NOES:

ABSENT:

ABSTAIN:

Secretary



Planning Commission Agenda Report

**Agenda
Item No.
7a**

DATE: September 19, 2023

TO: Honorable Chairman and Members of the Planning Commission

PREPARED BY: Guillermo Arreola, Director of Community Development

SUBJECT: Consideration of Resolution No. 23-03 approving a Conditional Use Permit (CUP) (No. 23-03) to allow for a special event (banquet) facility ("Rustic & Chic").

PUBLIC NOTICE: Notice was posted on September 7, 2023 for Public Hearing before the Planning Commission.

**ENVIRONMENTAL
REVIEW:**

This project is exempt from environmental review pursuant to the guidelines of the California Environmental Quality Act (Public Resources Code, § 21080, subd. (b)(9); Administrative Code, Title 14, Chapter 3, § 15332, Class 32, In-Fill). This section specifically applies to small projects that are consistent with General Plan policies, zoning, occurs within the City limits on a site of no more than 5 acres, the site has no value as a habitat for endangered or rare species, would not result in any significant impacts relating to noise, traffic, water or air quality, and can be adequately served by all required utilities and public services.

PROJECT

LOCATION:

Address: 1703 Floradale Avenue
 Project Applicant: Jazmin Mora
 Property Owner: John Lee
 Zone: Manufacturing (M)
 Lot Size: 19,300 sq. ft.

SURROUNDING ZONING AND LAND USE:

	Zone	General Plan	Land Use
North	Manufacturing (M)	Industrial	Plumbing Supply
South	Manufacturing (M)	Industrial	Industrial
East	Manufacturing (M)	Industrial	Food Processing
West	Public-Facilities (P-F)	Public Facilities	Church/School

BACKGROUND: The applicant, Jazmin Mora ("Applicant"), is applying to open a special event facility ("Project") at 1703 Floradale Avenue, South El Monte, California 91733 ("Property"). The Property consists of one parcel having an area of approximately 19,300 square

feet and one existing 8,640 square foot warehouse building. The property is located at the end of the Floradale Avenue Cul-de-Sac, south of Thienes Avenue and zoned Manufacturing (M). The building is made up a combination of storage, offices, and restrooms.

The site is currently licensed for a party supply business (Rustic Rentals, LLC.), however, the City received reports that the business was operating as a special event facility (Rustic & Chic) during the weekends, without having obtained City approval. They were notified to stop all activities associated with the special event operation.

Since special event facilities are not specifically permitted or prohibited, such use requires a conditional use permit, so long as they are determined to be compatible with the permitted uses in the manufacturing zone. According to the applicant, the property will operate as a party supply rental business during the week, and an event center on the weekends.

Staff has received reports that the applicant has been conducting events at this site, without approval of a conditional use permit, which is before you for your review. The City's Code Enforcement Division as well as Planning Staff, informed the applicant that they could not continue the use until the applied for, and received approval of a conditional use permit. Staff recently received a information that the site held a private event on Saturday, September 2, 2023. In addition, the company's website indicates that the site is available for rental purposes.

RECOMMENDATION: Staff RECOMMENDS that the Planning Commission adopt Resolution No. 23-03 approving CUP (No. 23-03).

ANALYSIS:

General Plan/Zoning Consistency

The Property is designated as "Industrial" in the City of South El Monte's ("City") General Plan and is zoned "M" (Manufacturing) in the City's Zoning Code. The Project falls within the scope of the General Plan's "Industrial" land use designation and is also a conditionally permitted use in the "M" Zone. When considering consistency with the General Plan, staff determined that the Project will help further the City's goals and objectives found in the General Plan and satisfy all development requirements within the Zoning Code.

Land Use Element

Goal 1.0: *Maintain a balanced mix and distribution of land uses throughout South El Monte* by allowing for the establishment that does not currently existing in the area that can serve residents and businesses within the community.

Policy 1.4: *Maintain a balanced mix and distribution of land uses throughout South El Monte and create opportunities for two types of commercial development: (1) commercial uses that meet the retail and service needs of the local resident and employee populations, and (2) regional-serving retail commercial businesses that capture revenues from a broader population base.* This use will serve the area by providing an special event locale that can serve private parties for small to medium sized events in the City.

Economic Development Element

Goal 1.0: *Continue to provide opportunities for a wide range of industries to operate in South El Monte* by allowing the special event business which is uncommon for the area.

Conditional Use Permit

Chapter 18.18 of the South El Monte Municipal Code (SEMMC) lists are permitted uses allowed in the zone and there is no use similar to the proposed special event venue. Pursuant to section 17.18.050(L), “Conditional Use,” it states that any other use not specifically permitted or prohibited, which is determined to be compatible with the permitted uses of the manufacturing zone, may be allowed subject to a conditional use permit (CUP).

In order to grant a CUP, the Commission must make the following finding pursuant to SEMMC Section 17.68.040:

The commission shall find that the proposed use shall not be detrimental to persons or properties in the immediate vicinity nor to the city in general.

The parcels located north, south, and east of the Property are developed with industrial uses. The property to the west is developed with a church and school (Epiphany Catholic Church and Epiphany Catholic School). The school property is improved with a perimeter wall along the north property line, which prohibits vehicular and pedestrian access. In addition, the special event facility’s hours of operation (listed below) do not conflict with the school’s hours of operation. The business will be required to comply with Chapter 8.20 – Noise Regulations.

Proposed Project

The site currently has a business license as a party rental business. However, as stated before, it has since been used for special events during the weekends. The special event business, Rustic & Chic is a venue to host special occasions, such as weddings, corporate events, bridal showers, anniversaries, birthdays, etc. There will be a maximum number of five employees (and five valet employees) during the largest shift.

There is no expansion proposed to the existing building. The front portion of the building will remain offices and restrooms, with two smaller storage rooms to remain. The remaining 5,300 square feet of warehouse area will be used for assembly purposes. The site is improved with 11 parking spaces, with the current use requiring a total of 9 parking spaces. Based on a maximum occupancy of 354 persons, the proposed special event facility would require a total of 118 total parking spaces, however, the applicant has indicated that the maximum number of people allowed at any event will not exceed 120 persons, which would thus require 40 parking spaces. Parking will be provided off-site at Monte Vista Elementary School using a valet service. The maximum capacity of 120 person at any one event has been added as condition of approval. The applicant has entered into an agreement with Monte Vista Elementary School for the use of one of their parking lots. The on-site parking spaces will not be available during special events. While not immediately adjacent to any residentially zoned or developed properties, there are residential properties located approximately 120 feet away (south east from the property) along Cogswell Road. Due to the proximity of these homes, staff has added a condition of approval that prohibits the rear parking lot for any outdoor events. In addition, all doors, including overhead doors, must

remain closed during these special events. Vehicular guest access to the rear portion of the lot will be prohibited. However, a gate will be available for pedestrian access.

The building will include some interior and exterior improvements. The building presently has two restrooms. The applicant proposes to increase the number of restrooms to six. In addition, there are two roll-up doors along the south and west elevations. These roll-up doors will be replaced with glass storefronts, with sidelights and double doors along the south elevation, and a single glass door and window along the west elevation. The applicant will be required to apply for, and obtain all necessary building permits, prior to the use of this site as a special event center.

Hours of Operation

The site will include the operations of a party rental business during the week, and a special event facility on the weekends. The existing hours of operation of the party rental equipment business will not overlap with the special event facility.

The operation of the party rental business are as follows:

- Monday – Friday: 8:00 a.m. – 5:00 p.m.

The proposed hours of operation for the Special Event business are as follows:

- Friday: 6:00 p.m. – 12:00 a.m.
- Saturday and Sunday: 4:00 p.m. to 12:00 a.m.

The hours of operation of the special event facility have been added to the attached Resolution as conditions of approval.

Parking and Valet service

As stated previously, the party rental business requires a total of nine parking spaces, however, eleven parking spaces are provided. This is the parking requirement for the site between Monday through Friday, 8:00 am through 5:00 p.m. The proposed special event facility will operate Friday through Sunday and will require a total of 118 parking spaces based on an occupant load of 354 persons. However, the applicant has indicated that the maximum number of attendees at any one event will not exceed 120 persons. Based on this limitation, the number of parking spaces will easily be accommodated at the off-site parking facility which will be located approximately a quarter mile from the site at Monte Vista Elementary School.

Valet service will be provided by Black Diamond Valet, and will provide valet services will operate as follows:

A temporary valet booth will be situated at the front of the main entrance of the site, and Black Diamond employees will take the cars to the off-site parking at Monte Vista Elementary. There will be five attendants for valet parking operations, one at the valet booth, three runners, and one shuttling the parking attendants. This parking lot, which is gated, will be accessed only by Black Diamond Valet, and no other person or vehicle will enter or exit the parking lot without direction and supervision from Black Diamond Valet. A condition of approval requires that a security guard be posted at the off-site parking during all special events. All Black Diamond Valet personnel will be required to have satisfactory driving records, and will also carry all necessary insurance

certificates naming the venue as additional insured. In addition, all drivers will be required to strictly follow the speed limits and the applicable City's noise ordinance. At the end of each event, the temporary valet booth will be removed and stored, hidden from public view.

The CUP is contingent upon a parking agreement in good standing. Should the parking agreement between the school and Rustic & Chic ever be revoked, the CUP may be revoked, unless a similar parking agreement is obtained and a new CUP approved from the City's Planning Commission.

Security

The applicant has contracted Superior Protection Services CA, Inc. to provide three (3) security guards. During weekend events, Rustic & Chic will provide two on-site security guards, one on foot to patrol the outside of the venue, including the venue's parking lot, and one inside the venue. In addition, there will be one security guard at the off-site parking lot during all special events.

In addition, per the Sheriff's Department's recommendation, the applicant will be required to provide security at the off-site parking location at Monte Vista Elementary School. A condition of approval has been added to this effect. Staff has also added a condition of approval that allows the Sheriff's Department to amend or supplement their initial assessment should there be subsequent reviews of the proposed project.

Alcohol Service

The applicant has indicated that there will be no alcohol sold or served on the premises. However, the company's website indicates that "access to bar table top only, one cooler (drinks and staff not included), which means that persons attending the event can bring their own alcoholic beverages. Staff contacted the Department of Alcoholic Beverage Control (ABC) regarding this type of use, and according to ABC, Section 23399.1 of the Business and Profession's Code states the following:

No license or permit shall be required for the serving and otherwise disposing of alcoholic beverages where all of the following conditions prevail:

- That there is no sale of an alcoholic beverage.
- That the premises are not open to the general public during the time alcoholic beverages are served, consumed or otherwise disposed of (private events only).
- That the premises are not maintained for the purpose of keeping, serving, consuming or otherwise disposing of alcoholic beverages (storage of alcoholic beverages is prohibited).

As such, staff has added a condition of approval that limits the events at this facility as private events, prohibits the sale, storage, and service of any alcoholic beverages. The business' website shall reflect the adopted conditions of approval, and shall reflect the maximum number of attendees, hours of operation, and that the business does not sell, store, or serve alcoholic beverages.

Sheriff's Department

The Sheriff's Department reviewed the proposed conditional use permit application. The Sheriff's Department has some safety concerns about the possibility of street exhibitions at the street cul-

de-sac, as there is evidence of such activities from aerial photographs. In addition, the limited point of entry would also impact any emergency responses, since there is only one entry point to access the project site. As such, staff has added a condition approval that requires the applicant to submit a security plan for review and approval by the Sheriff's Department that addresss issues including but not limited to street exhibitions, vandalism and burglaries. The Sheriff's Department also recommends incorporating in the CUP a requirment that the applicant comply with the general principles of Crime Prevention through Environmental Design (CPTED) . The goal of CPTED is to reduce opportunities for criminal activities by employing physical design features that discourage anti-social behavior, while encouraging the legitimate use of the site. The overall tenets of CPTED include defensible space, territoriality, surveillance, lighting, landscaping, and physical security.

As such, the required security plan shall incorporate the following:

- The installation of security cameras for a video monitoring system. Security cameras shall be required inside, as well as outside the building at each entry/exit point;
- Exterior building security lights shall include motion sensors;
- Appropriate gate hardware such as keypad/keycard access and automatic gate closers shall be implemented where feasible to limit unauthorized access, as well as for easy monitoring of the site;
- All roll-up doors shall remain closed during assembly events to avoid noise disturbance to surrounding neighbors;
- Outdoor events in the rear parking lot shall be prohibited.
- Security guards shall be present during each event at the event facility and at the off-site parking area (Monte Vista Elementary School).

CORRESPONDENCE: On September 14, 2023, staff received correspondence opposed to the approval of the conditional use permit for a special event business at 1703 Floradale. The correspondence is attached as Attachment C.

CONCLUSION: Staff has reviewed the proposed Project and finds it meets the development standards with included conditions of approval to be consistent with the General Plan and Zoning Code. It is staff's recommendation that Planning Commission adopt Resolution No. 23-03 approving the requested conditional use permit for a special event facility in conjunction with an existing party rental business.

ATTACHMENTS:

- A – Resolution No. 23-03
- B – Vicinity Maps/Aerials
- C – Correspondence
- D – Project Plans

PLANNING COMMISSION

RESOLUTION NO. 23-03

A RESOLUTION OF THE SOUTH EL MONTE PLANNING COMMISSION APPROVING AN APPLICATION FOR CONDITIONAL USE PERMIT FOR A SPECIAL EVENT FACILITY IN CONJUNCTION WITH A PARTY RENTAL BUSINESS AT 1703 FLORADALE AVENUE, OPERATING AS RUSTIC & CHIC

WHEREAS, Jazmin Mora (“Applicant”), filed an application for a Conditional Use Permit (“CUP”) for a special event facility in conjunction with an existing party rental business (“Project” or “proposed Project”) located at 1703 Floradale Avenue, South El Monte, CA 91733 (“Property” or “project site”); and

WHEREAS, pursuant to South El Monte Municipal Code (“SEMMC”) Section 17.18.050(L), the Project requires Planning Commission review and approval because the Project is not specifically permitted or prohibited, which is determined to be compatible with the permitted uses in the manufacturing zone; and

WHEREAS, a public hearing was held before the Planning Commission on September 19, 2023, to consider the application. All evidence, both written and oral, presented during said public hearing was considered by the Planning Commission in making its determination.

NOW THEREFORE, THE PLANNING COMMISSION OF THE CITY OF SOUTH EL MONTE HEREBY FINDS AND RESOLVES AS FOLLOWS:

SECTION 1: Pursuant to Section 15301 (Class 1) of the California Environmental Quality Act (CEQA), the proposed Project is categorically exempt from environmental review and a Notice of Exemption has been prepared. The proposed Project qualifies for a Class 1 Categorical Exemption for the Project because the proposed Project is to be operated within existing facilities. The criteria for a Class 1 Categorical Exemption is the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency’s determination. The Planning Commission finds that the proposed Project meets this criteria and is exempt from the provisions of CEQA. The documents and other material, which constitute the record on which this decision is based, are located in the Department of Community Development and are in the custody of the Director of Community Development

SECTION 2: A record of the public hearing indicates the following:

A. With regard to the application for a CUP, SEMMC Section 17.68.040 requires that the Planning Commission find that the proposed use shall not be detrimental to persons or

properties in the immediate vicinity nor to the City in general. State law requires that the Project be compatible with surrounding uses.

B. The General Plan Land Use designation for the Property is “Industrial.” The Zoning Code designation is “M” (Manufacturing).

C. The proposed Project promotes the City’s goals and objectives stated in the General Plan. No goal or policy will be impaired with the conditions included in this resolution.

D. The special event facility should not become a nuisance to surrounding properties with the proposed conditions.

SECTION 3: Based on the record of the hearing, including all information presented at the hearing, including the Staff Report dated September 19, 2023 which is hereby incorporated into this Resolution 23-03 by reference, the Planning Commission hereby finds:

A. As conditioned, the Project represents a quality establishment that will be compatible with surrounding uses, the surrounding area, and the goals of the City. As a result, approving this application will not adversely affect the General Plan or the Zoning Ordinance.

B. Pursuant to SEMMC Section 17.68.040, the approval of the CUP will not be detrimental to persons or properties in the immediate vicinity or to the City in general, as conditioned. This is so because the conditions included will prevent the proposed Project from becoming a detriment through operational limits expressed in the Conditions of Approval.

C. The proposed Project, as conditioned, is consistent with the City’s General Plan. The proposed Project is compatible with the objectives, policies, general land uses, economic development and programs specified in the General Plan which includes, but is not limited to, the following goals:

Land Use Element

- (1) Goal 1.0: *Maintain a balanced mix and distribution of land uses throughout South El Monte* by allowing for the establishment of a use that does not currently exist in the area that can serve residents and businesses within the community; and
- (2) Policy 1.4: *Maintain a balanced mix and distribution of land uses throughout South El Monte*” and “create opportunities for two types of commercial development: (1) commercial uses that meet the retail and service needs of the local resident and employee populations, and (2) regional-serving retail commercial businesses that capture revenues from a broader population base. This will serve the area by providing a special event facility that can serve private parties or businesses for small to medium sized events in the City; and

Economic Development Element

- (3) Goal 1.0: *Continue to provide opportunities for a wide range of industries to operate in South El Monte* by allowing special event facility which is uncommon for the area.

SECTION 4: Based on the aforementioned findings, the Planning Commission hereby approves CUP (No 23-03) to operate special event facility subject to the following conditions:

General Conditions

1. The Applicant shall indemnify, defend and hold harmless the City, its officers, agents, employees, and volunteers from any and all claims, lawsuits or actions arising from the granting of, or the exercise of, the rights permitted by this approval, and from any and all claims or losses occurring or resulting to any person, firm, corporation or property for damage, injury, or death arising out of, or connected in anyway, with the performance of the use permitted hereby. The Applicant's obligation to indemnify, defend, and hold harmless the City shall include, but not be limited to, paying all legal fees and costs incurred by legal counsel of the City's choice in representing the City in connection with any such claims, losses, lawsuits or actions, and any award of damages or attorney's fees in any such lawsuit or action.
2. The Applicant shall execute an Affidavit of Acceptance of these conditions in the presence of a Notary Public and return the Affidavit to the Director of Community Development within ten calendar days of the date of the Planning Commission's approval.
3. The approval shall lapse and become void if the privilege authorized is not within two years from the date of this approval.
4. Applicant and its employees, agents and contractors shall comply with all laws, policies, rules and regulations including but not limited to the Municipal Code provisions.

Planning Conditions

5. The hours of operation shall be as follows:

The operation of the party rental business are as follows:

- Monday – Friday: 8:00 a.m. – 5:00 p.m.

The proposed hours of operation for the Special Event business are as follows:

- Friday: 6:00 p.m. – 12:00 a.m.
- Saturday and Sunday: 4:00 p.m. to 12:00 a.m.

6. Any graffiti painted or marked upon the Property or on any adjacent area under the control of the Applicant shall be removed or painted over within 24 hours of discovery or within 24 hours of notice from the City and shall be removed or painted over in compliance with all SEMMC requirements.

7. The Property shall be maintained in a safe and clean condition and the Applicant shall ensure that no trash or litter originating from the site is deposited on neighboring properties or the public right-of-way. At the end of each business day, the Applicant shall pick up any and all litter including but not limited to large discarded items that may have collected in the Property's parking area and public right-of-way.
8. The Applicant shall not permit any loitering including any loitering on any property adjacent to the Property under control of the Applicant.
9. Noise associated with the special event business shall not negatively impact the surrounding properties, including those residential properties located on Cogswell Road. The use shall comply with SEMMC Chapter 8.20.
10. The Applicant and all operators shall each take all necessary steps to ensure the orderly conduct of employees, patrons, and visitors when they are present on the Property.
11. The Applicant shall maintain all required permits and licenses in good standing.
12. This CUP limits the use of the facility to private events, and shall comply with the following:
 - That there is no sale of an alcoholic beverage.
 - That the premises are not open to the general public during the time alcoholic beverages are served, consumed or otherwise disposed of (private events only).
 - That the premises are not maintained for the purpose of keeping, serving, consuming or otherwise disposing of alcoholic beverages (storage of alcoholic beverages is prohibited).
5. The maximum number of people at the Property shall not exceed 120 attendees.
6. The maximum occupancy of the premise is 384 shall be prominently posted and monitored at all times. The maximum number of attendees at each event shall not exceed 120.
7. The front of the exterior of the premises, as well as all parking areas under control of the Applicant, shall be illuminated at all times while the premises is open for business. This shall be done in such a manner that persons standing outdoors at night are identifiable by law enforcement personnel while balancing the lighting so as not to unreasonably spill into and illuminate the window area of nearby properties.
8. All crimes occurring inside or outside of the location shall be reported to the Sherriff Department at the time of the occurrence.
9. At any time when the applicant licensee is absent from the premises, a responsible party shall be designated who can facilitate any Sherriff Department inquiries.
27. A copy of this approved resolution shall be kept on the premises at all times and presented to any Sheriff, or Business License or Planning Staff person.

28. The business' website shall reflect the adopted conditions of approval, and shall reflect the maximum number of attendees, hours of operation, and that the business does not sell, store, or serve alcoholic beverages.
29. The Applicant understands that any violation of these conditions or any operation that constitutes a nuisance shall be grounds for the suspension or revocation of the Conditional Use Permit.
30. There shall be no exterior speakers and no live entertainment outside the building (including the parking lot) unless a Temporary Use Permit (TUP) is obtained from the City.
31. The temporary valet booth shall be removed and stored, hidden from public view, at the conclusion of each event.
32. The City shall review the conditions of the premises and business operations approved herein in approximately six months from the date of the City's approval.
33. The parking agreement must be maintained, and any change to the parking agreement shall be brought before the Director of Community Development for approval before execution.
34. The valet service (Black Diamond Valet) shall:
 - Carry all necessary insurance certificates;
 - All drivers shall have satisfactory driving records;
 - Comply with all traffic safety laws;
 - Comply with the City's noise ordinance.
 - Limit access to the off-site parking area to Black Diamond Valet personnel only and security personnel associated with Rustic & Chic.
 - There will be five attendants for valet parking operations at each event, one attendant at the valet booth, three runners, and one shuttling the parking attendants.

Sheriff Department Conditions

35. The applicant shall be required to submit a security plan to the Sheriff's Department for review and approval, and shall contain the following:
 - The installation of security cameras for a video monitoring system. Security cameras shall be required inside, as well as outside the building at each entry/exit point. Security cameras shall be in constant working order and directed towards ingress/egress points of the business. Recordings shall be retained for 60 days and allow to be reviewed by the Sheriff's Department.
 - Security lighting shall be installed, include motion sensors, and shielded to avoid light spillage onto adjacent properties.

- Appropriate gate hardware such as keypad/keycard access and automatic gate closers shall be implemented where feasible to limit unauthorized access as well as for easy monitoring of the site;
 - Security guards shall be present during each event at the event facility and at the off-site parking area (Monte Vista Elementary School).
 - The special event business shall include a minimum of three security guards, one along the exterior of the, one within the venue, and one at the off-site parking area as required in this CUP.
36. Allow access to Sheriff's Department to the Property, building, and parking lot at all times including when business operations are occurring including special event activities. .
37. The Sheriff's Department shall be allowed to modify the security plan should there be any future issues on site with notice to the permittee.

SECTION 5: Any interested party may appeal this decision to the City Council pursuant to SEMMC Section 17.74.050.

ADOPTED this 19th day of September, 2023.

Chairman

ATTEST:

Secretary

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS
CITY OF SOUTH EL MONTE)

I, Renee Reyes, Secretary to the Planning Commission of the City of South El Monte, do hereby certify that the foregoing Resolution, being Resolution No. 23-03 was duly passed and adopted by the Planning Commission of the City of South El Monte at a regular meeting of said Commission held on the 19th day of September 2023.

AYES:

NOES:

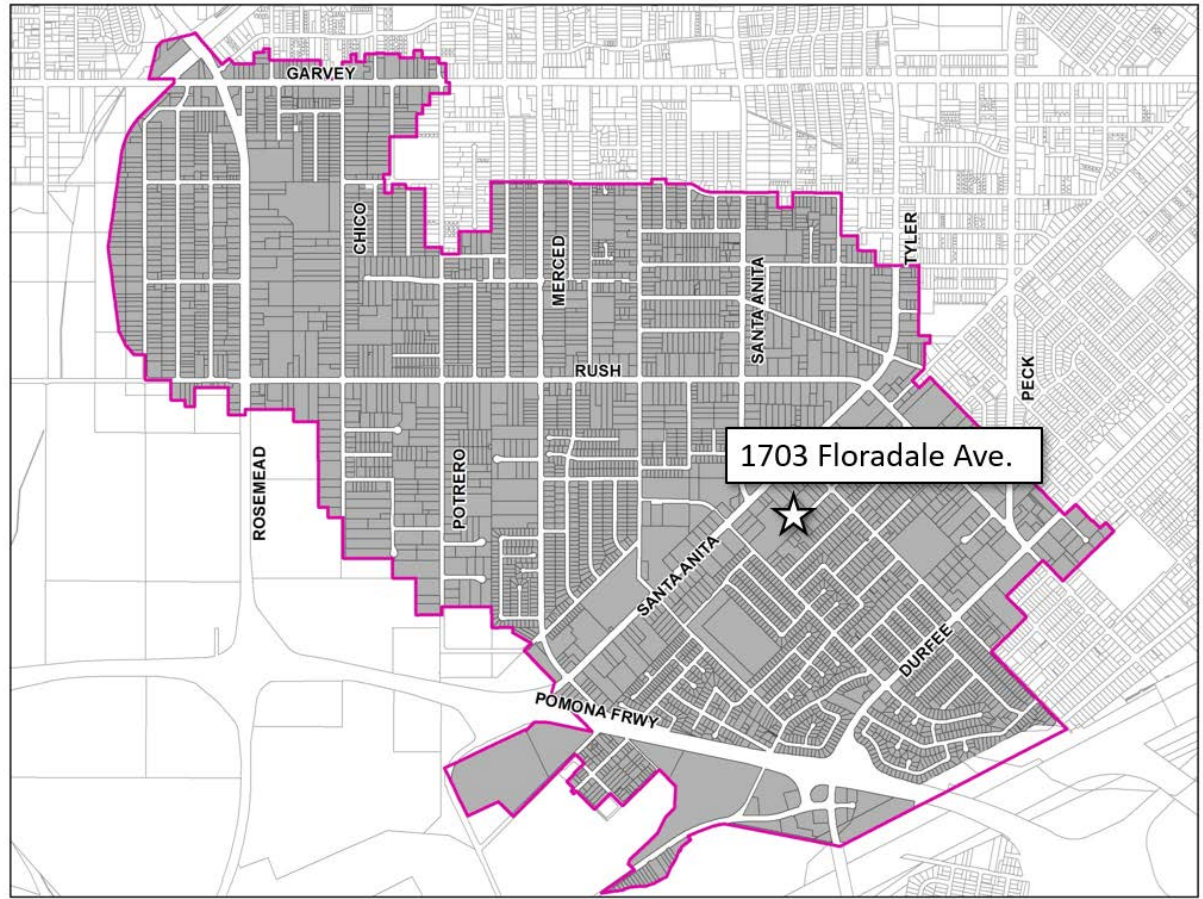
ABSENT:

ABSTAIN:

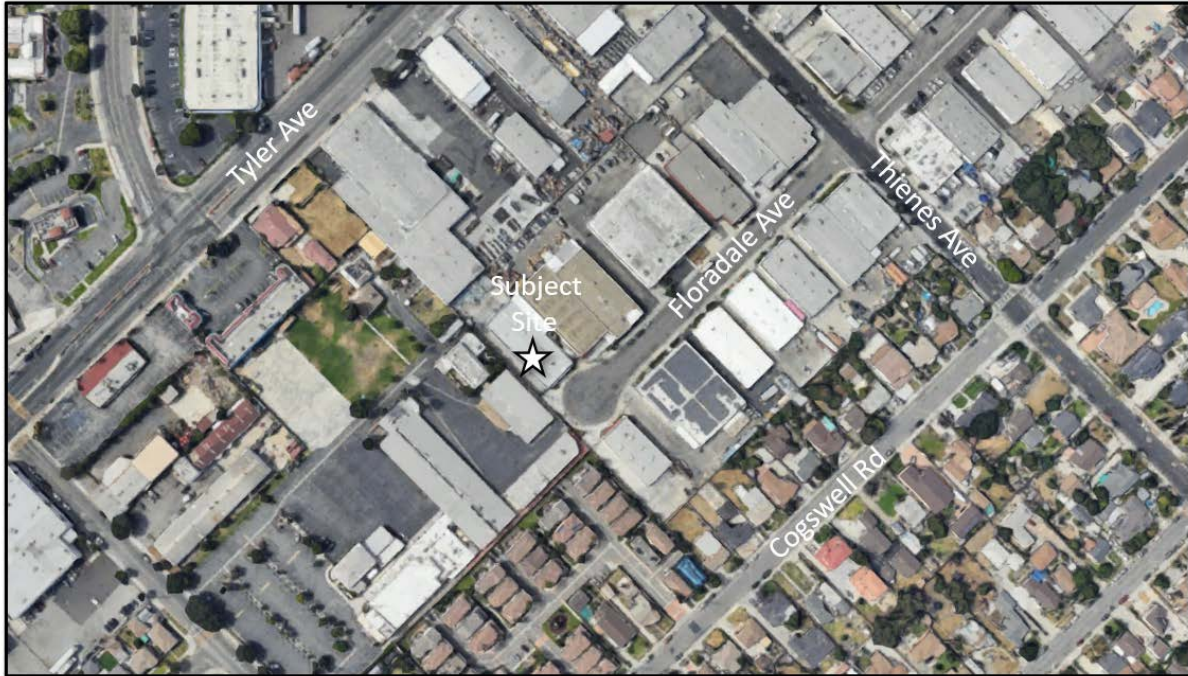
Secretary

ATTACHMENT A

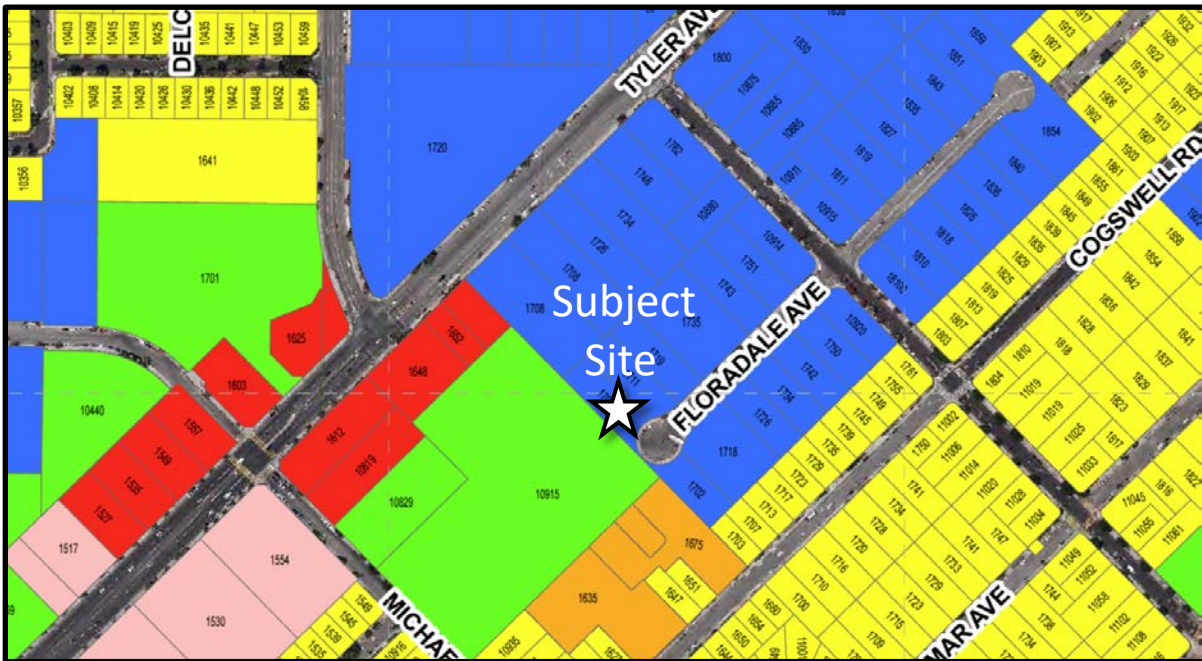
MAPS/AERIAL



Vicinity Map



Aerial - Subject Site



Zoning

Guillermo Arreola

From: Katie Owen [REDACTED]
Sent: Thursday, September 14, 2023 2:37 PM
To: Guillermo Arreola
Cc: [REDACTED]
Subject: FW: Conditional Use Permit No. 23-03

Importance: High

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon Mr. Arreola –

Thank you for your email. On behalf of Mike Owen I am responding to the Conditional Use Permit 20-03.

After thought and consideration, collectively we are opposed to the requested Conditional Use Permit No. 20-03.

As you're aware this proposed area of use is an industrial area and is not an appropriate place for this sort of event. Additionally, hosting an event with 120 guests poses a significant issue with parking which is already extremely problematic. We are very concerned with the exposure to break-ins, theft, property damage, graffiti etc. in general but even more so with the proposed event times specifically on the weekends. Finally, our tenants do not have traditional Monday – Friday 8am to 5pm hours, rather several tenants hours of operation are nights and/or weekends.

The safety and security of our properties and tenants is of the utmost importance and this type of event compromises both significantly.

This is not just the position of 1702 Floradale, it is the shared stance of Jack Owen at Jenkins Industrial Properties, whom manages multiple other buildings on this street.

As property owners in this area, I trust this email and our position of the proposed Conditional Use Permit is respected.

Kindly,

Katie Owen
P.O. Box 1117
San Clemente, CA 92674
[REDACTED]

[REDACTED]



Building Summary:

Landscaping:

Area Analysis:

Parking Analysis:

Total Parking Required:

During Event Hours
Parking provided: 118 parking spaces provided off site.

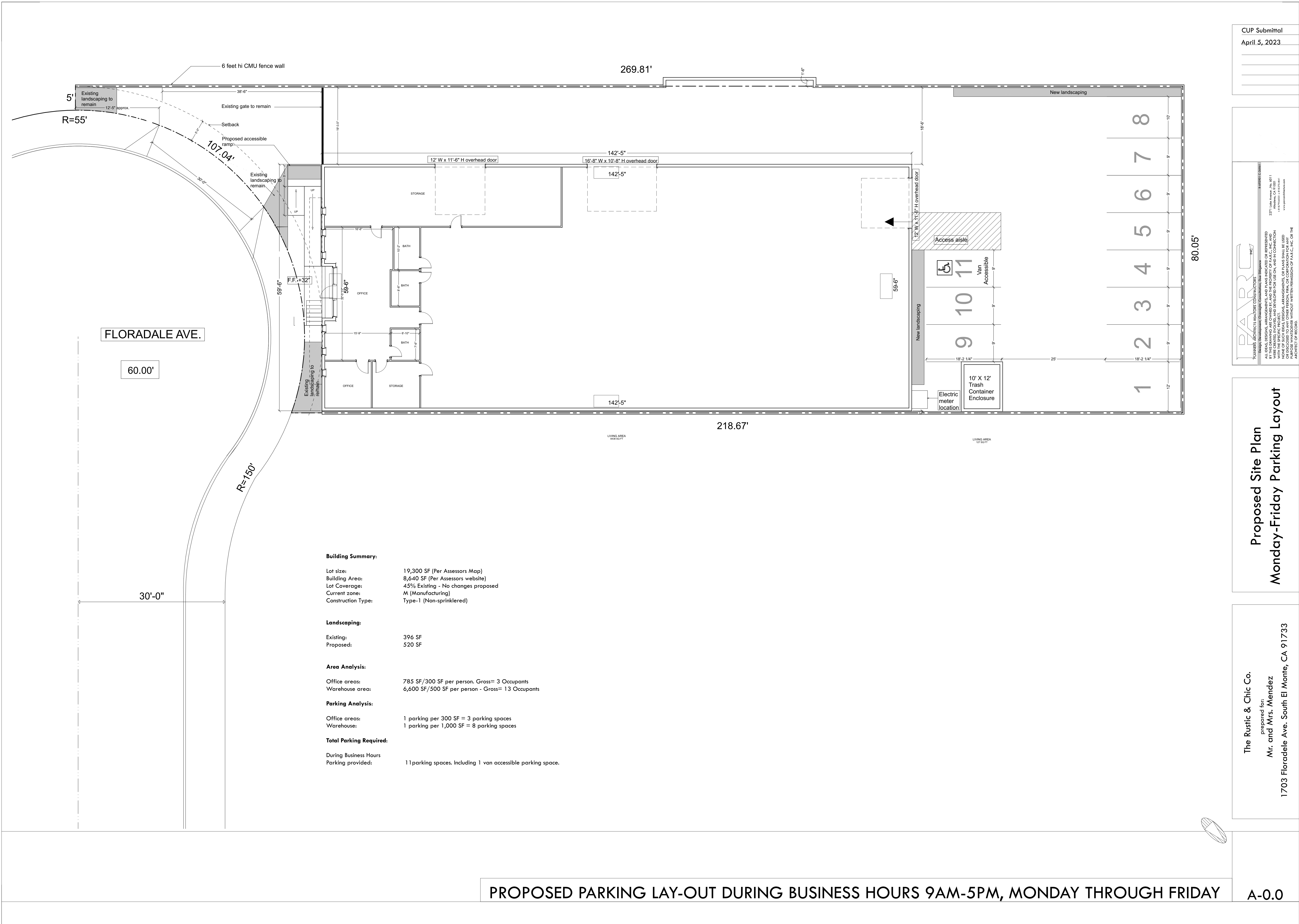
SHEET INDEX:

TS	TITLE SHEET/ EXISTING SITE PLAN
A-0.0	PROPOSED SITE PLANS MONDAY - FRIDAY
A-0.1	PROPOSED SITE PLANS FRIDAY - SUNDAY
A-0.2	EXISTING & PROPOSED FLOOR PLAN
A-0.3	EXISTING & PROPOSED ELEVATIONS
A-0.4	FRAMING DETAILS
A-0.5.1-3	ACCESSIBILITY
GN-1	GENERAL NOTES

CUP Submittal
April 5, 2023

Title Sheet & Existing Site Plan

The Rustic & Chic Co.
prepared for:
Mr. and Mrs. Mendez
1703 Floradele Ave. South El Monte, CA 91733



CUP Submittal
April 5, 2023

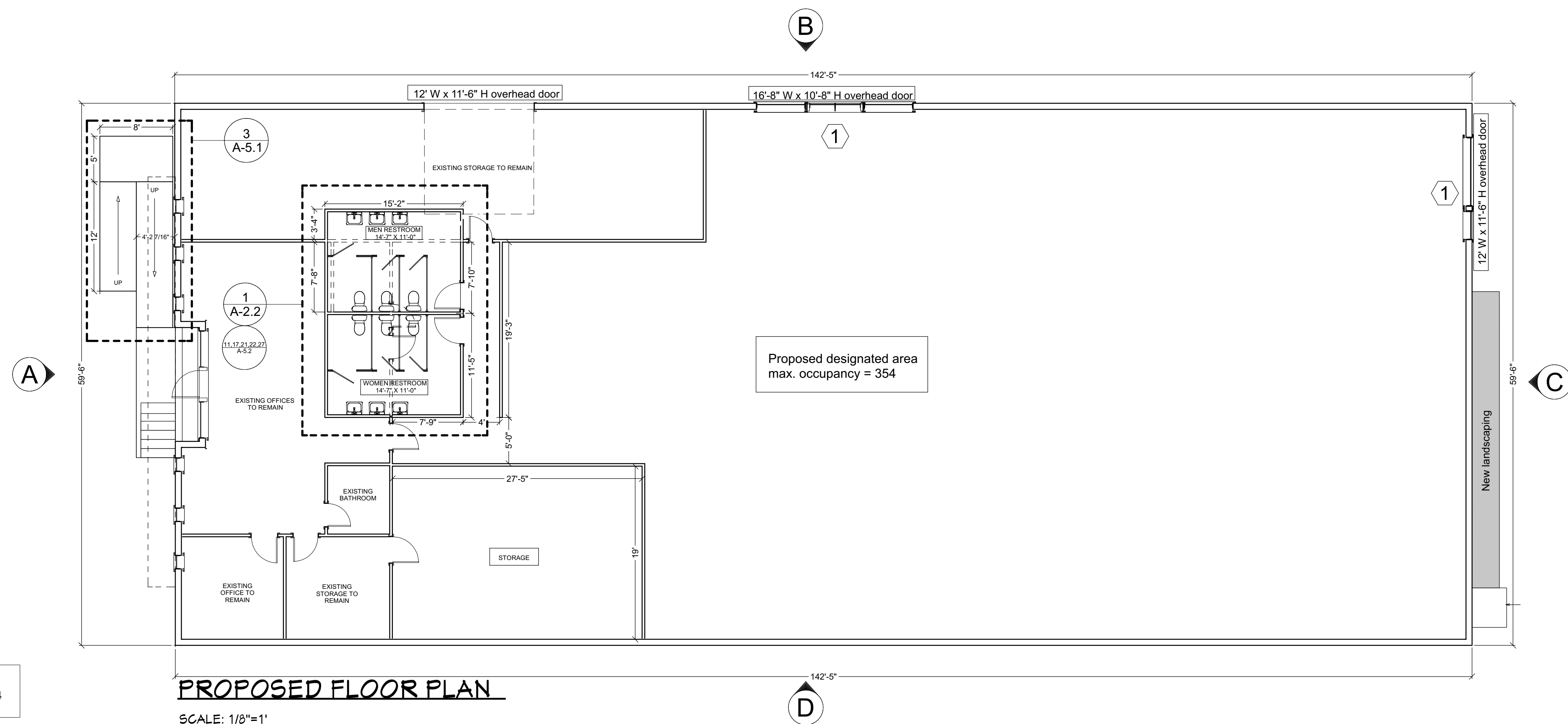
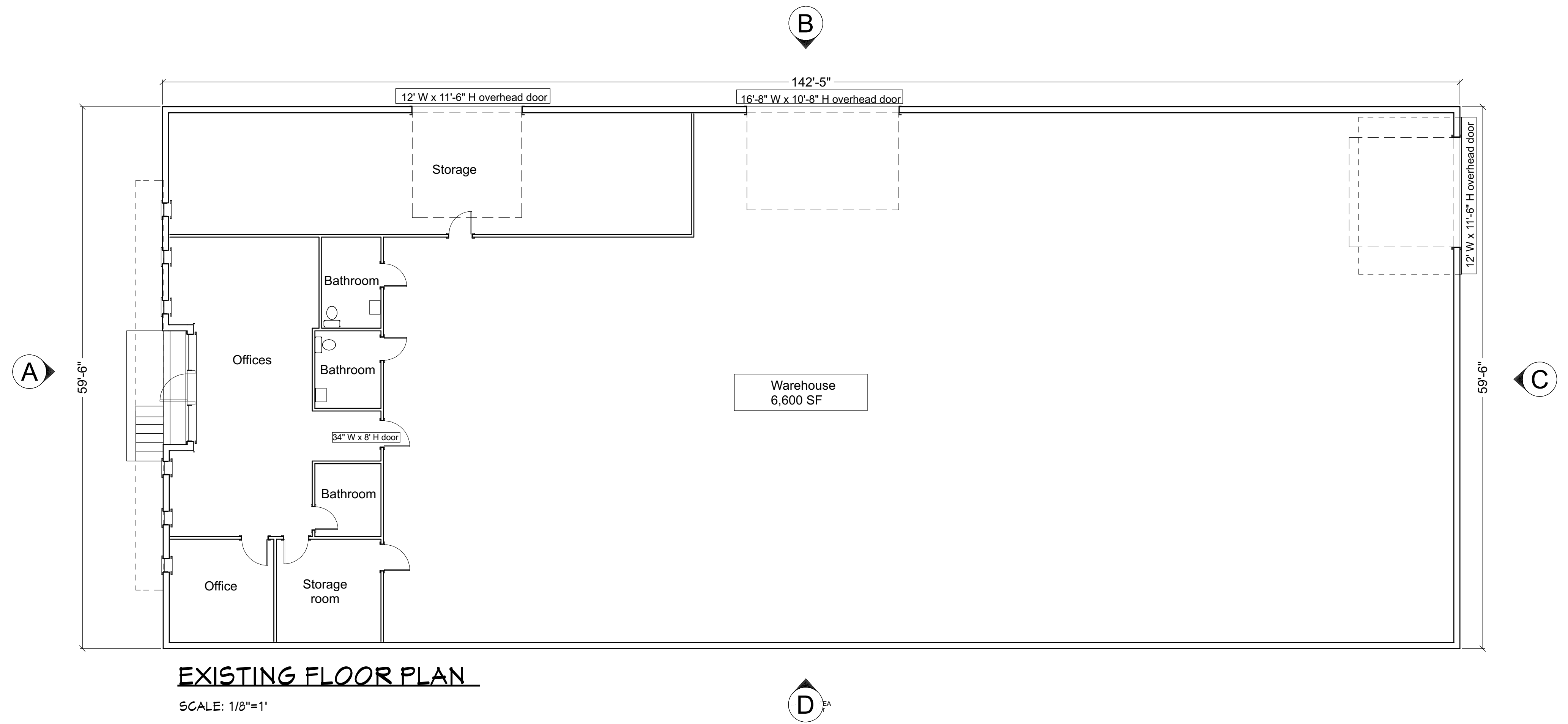
P.A.R.C. INC.
PLANNERS ARCHITECTS REALTORS CONSTRUCTORS
227 Linda Avenue, Ste. 4011
Folsom, CA 95630
916.243.1111
www.parcinc.com

Proposed Site Plan
Monday-Friday Parking Layout

The Rustic & Chic Co.
prepared for:
Mr. and Mrs. Mendez
1703 Floradele Ave. South El Monte, CA 91733

PROPOSED PARKING LAY-OUT DURING BUSINESS HOURS 9AM-5PM, MONDAY THROUGH FRIDAY

A-0.0



NOTE:
ALL NEW WALLS TO BE 2X4
STUDS @16" O.C. U.O.N.

NEW WALL
EXISTING WALL
DEMO WALL

Note:
1 Install new aluminum frame storefront system and glazing within existing openings. Provide 3' wide x 7' feet height double door glass egress doors.

IBC/IPC Plumbing Fixture Requirements Edition: 2021

Occupant Load / Number of Units or Rooms	Male Water Closets		Female Water Closets		Male Lavatories		Female Lavatories	
	Ratio	Required	Ratio	Required	Ratio	Required	Ratio	Required
354	1 per 75	2.36	1 per 75	2.36	1 per 200	0.89	1 per 200	0.89
4	1 per 25 for the	0.08	0.08	0.05	0.05			
3	1 per 100	0.02	1 per 100	0.02	1 per 100	0.02	1 per 100	0.02
4	0	0.00	0	0.00	0	0.00	0	0.00
3	0	0.00	0	0.00	0	0.00	0	0.00
Totals 368	Exact	2.46	2.46	0.95	0.95			
	Rounded	3	3	1	1			

CUP Submittal
April 5, 2023

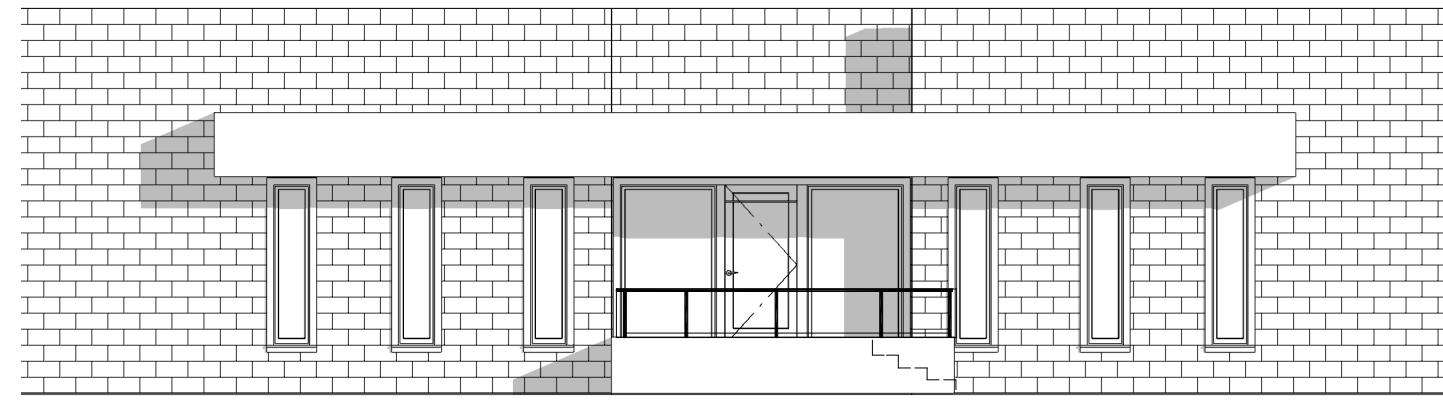
PLANNERS ARCHITECTS INC.
227 Linda Avenue, No. 4011
San Jose, CA 95131
www.plannersarchitects.com

Existing & Proposed Floor Plan

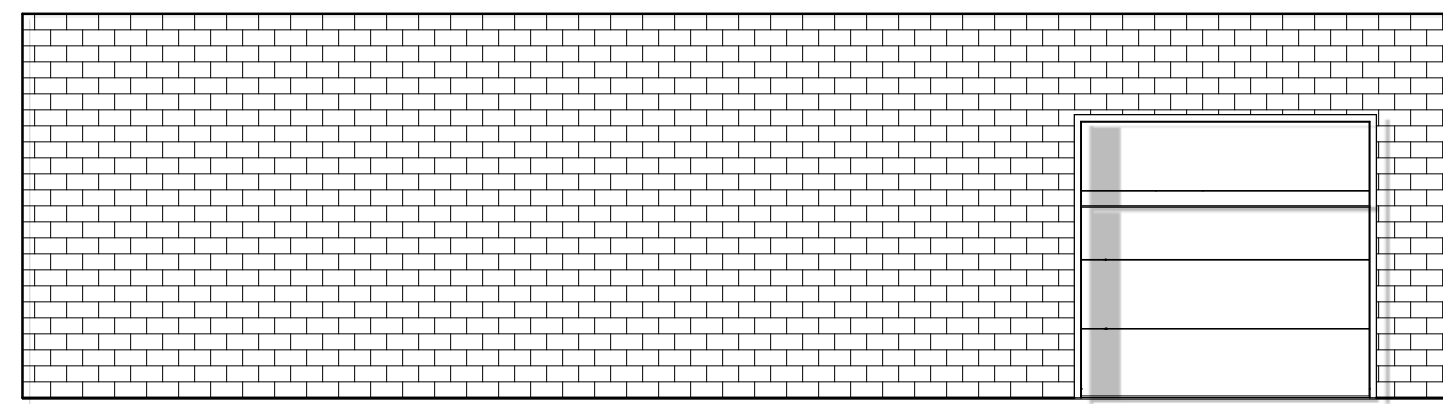
The Rustic & Chic Co.
prepared for:
Mr. and Mrs. Mendez
1703 Floradele Ave. South El Monte, CA 91733

EXISTING & PROPOSED FLOOR PLAN

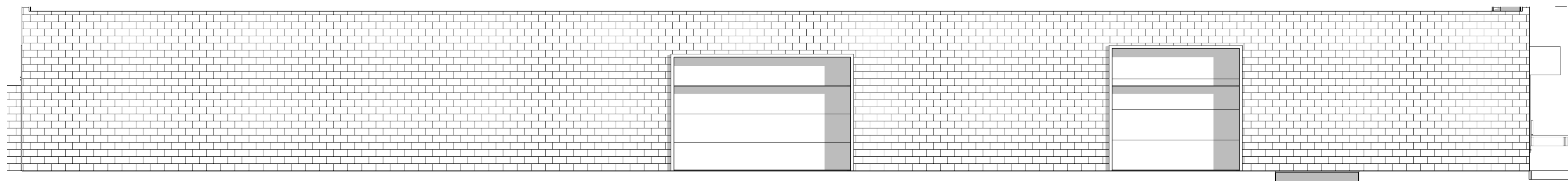
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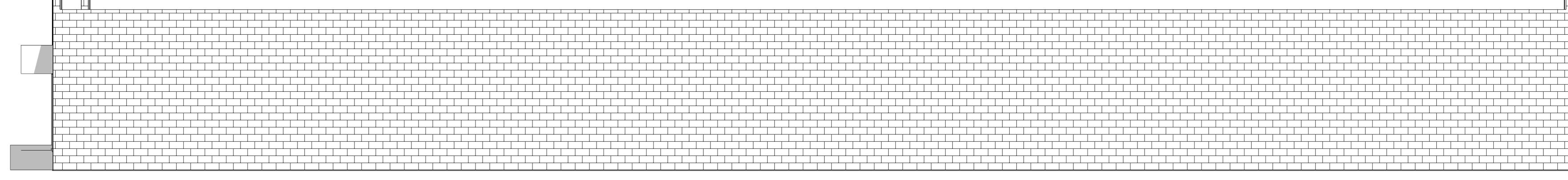
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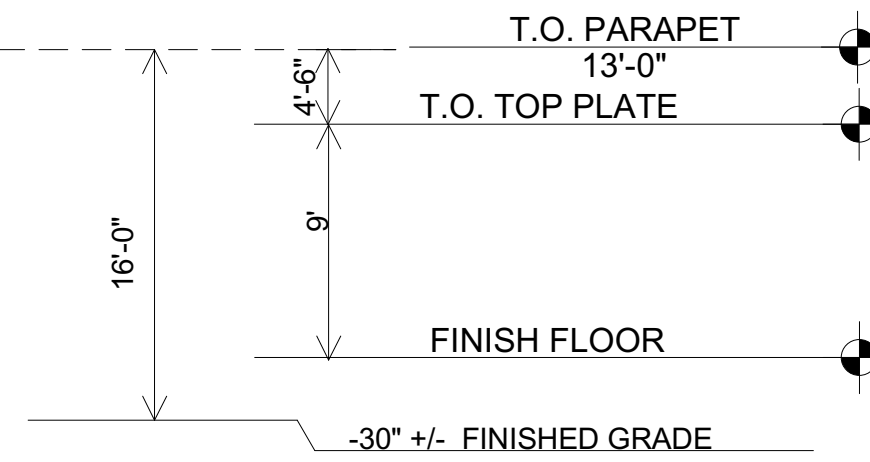
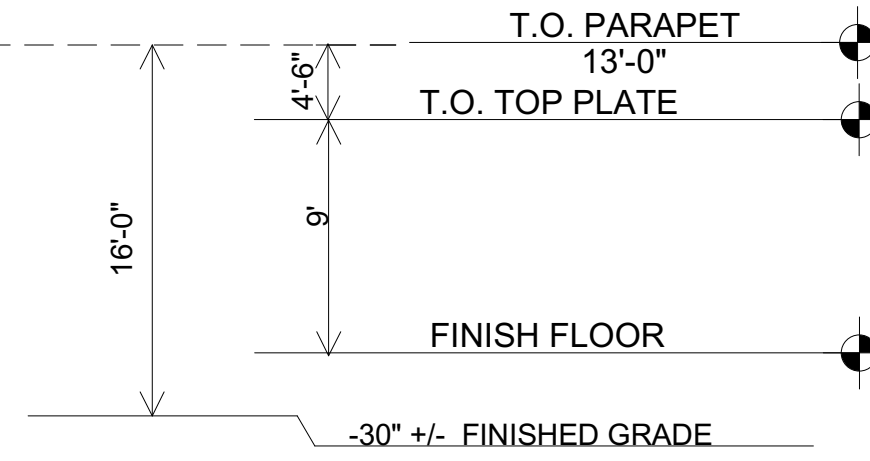
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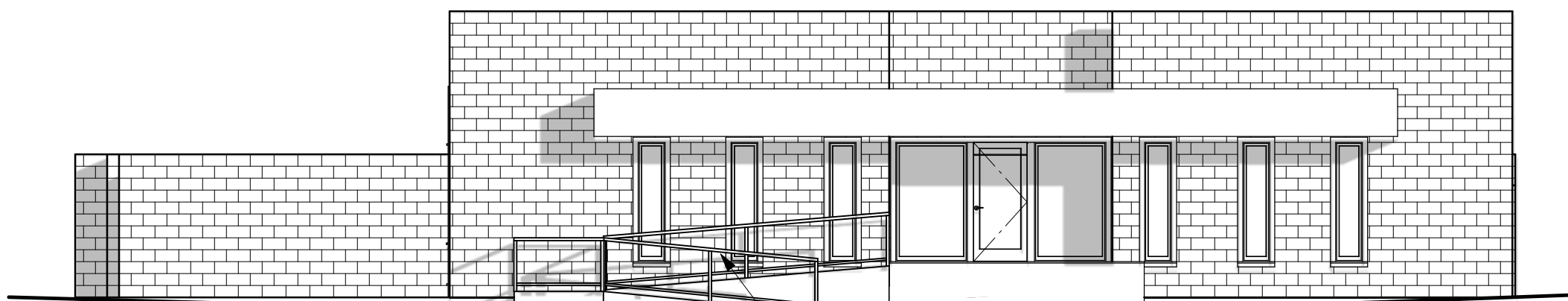


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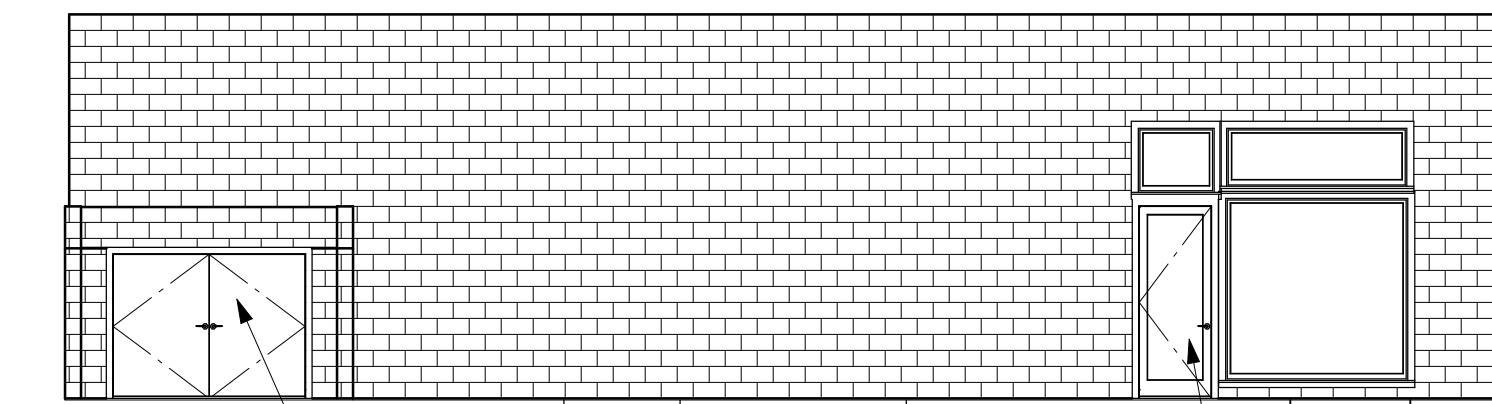


EXISTING ELEVATIONS

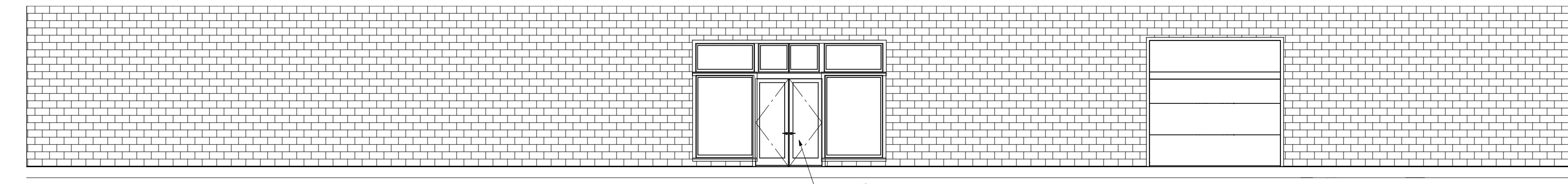
SCALE: 1/4"=1'



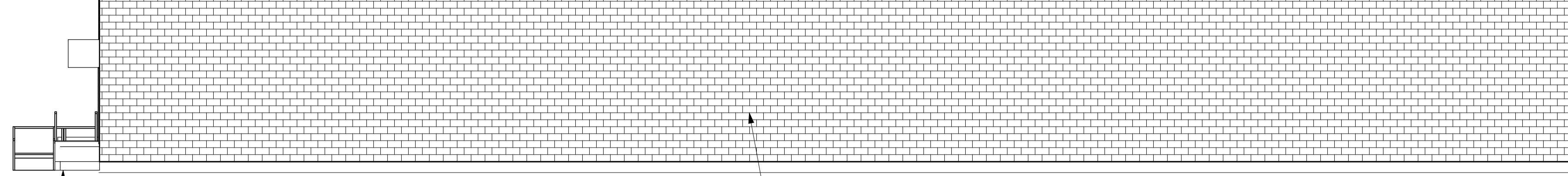
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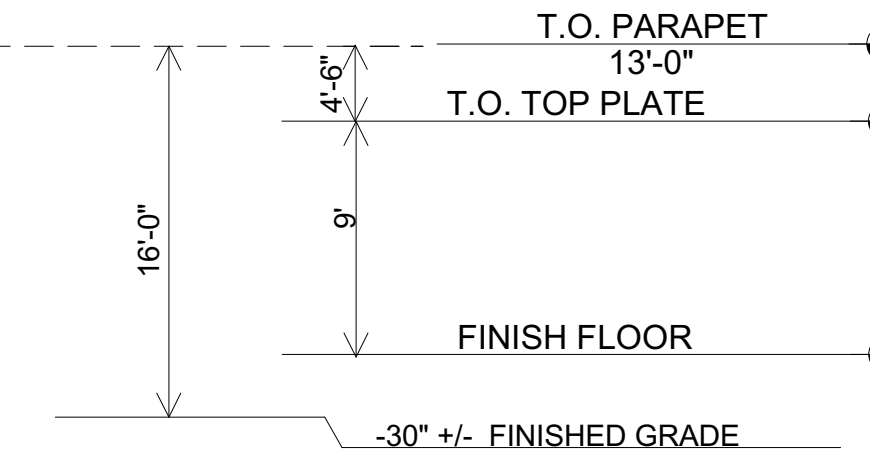
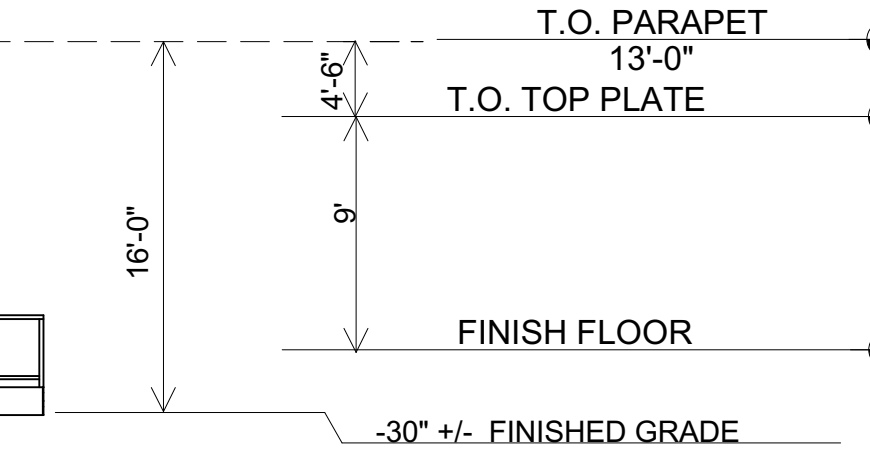
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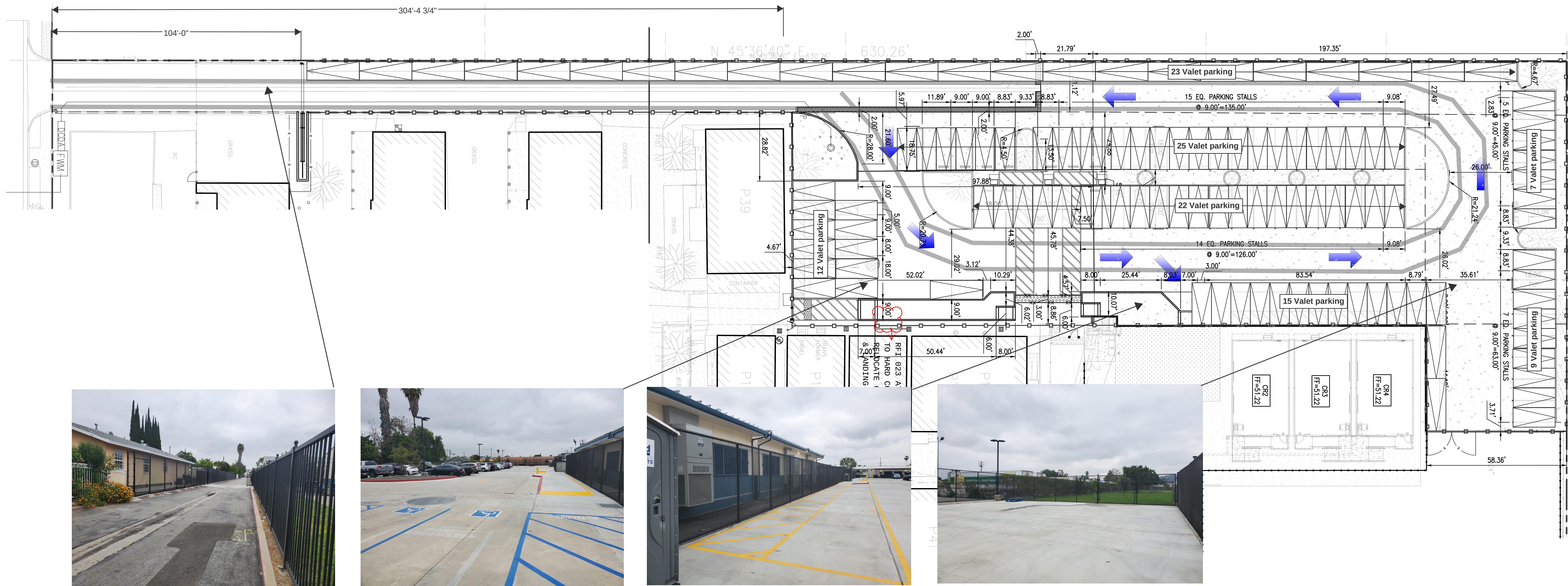


D



PROPOSED FLOOR PLAN

SCALE: 1/4"=1'



Property fencing is provided on both sides of the access driveway and controlled by a sliding gate



Overview of the parking lot. Note concrete paving, perimeter fencing and light standards.



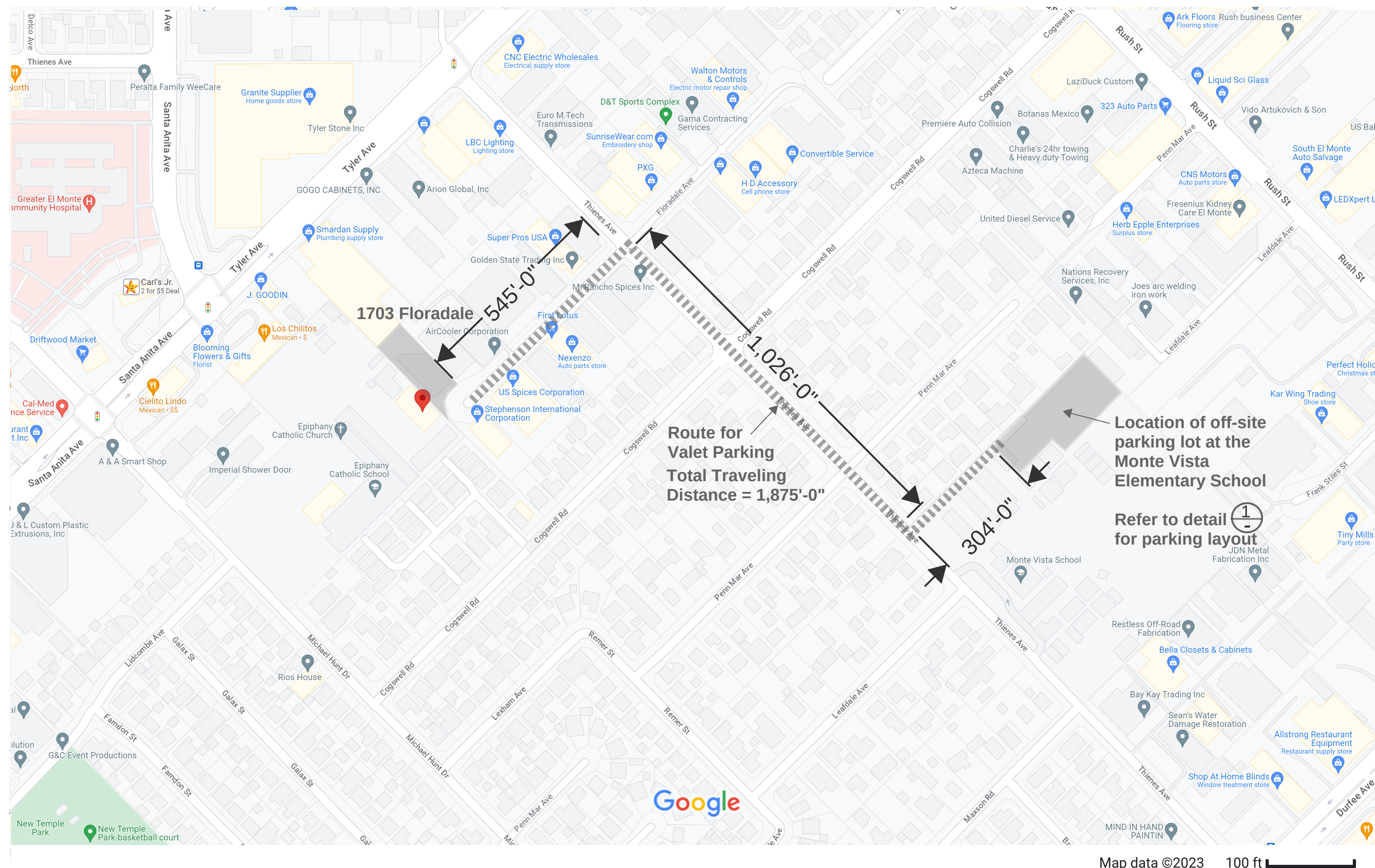
Property fencing provide complete separation between the parking lot and the school grounds



Property perimeter fencing and light standards are provided.

Valet parking Layout

Total parking capacity = 118 Cars



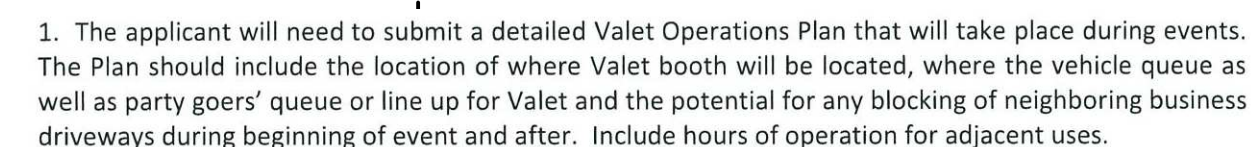
Route for Valet parking

Travel Distance= 1,875 feet

Valet Parking Layout

The Rustic & Chic Co.
Prepared for:
Mr. and Mrs. Mendez
1703 Floradale Ave. South El Monte, CA 91733

A-0.01



Refer to Page A.03 for the location of drop off and pick up at the Floradale (Subject) location. The "party goers" will be queued or lined up in front of the building, within the limits of the property boundaries until their car is called and arrived. There is no conflict between the hours of the events and hours of operation of the neighboring properties. The official hours will start an hour after all businesses within the vicinity are closed. No blockage of neighboring driveways could occur or is possible.

2. For the Valet lot at the school the parking plan should be added to an aerial to determine the drive aisles and parking stalls. Add parking dimensions (width and length) as well as the aisle width of the alley leading to the back of the school parking. If cars are expected to be parked all along the alley way what is the drive-aisle width for two-way traffic? Please provide.

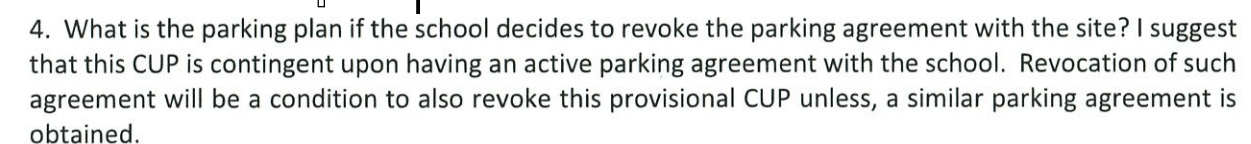
Please refer to A.02 for the parking lay-out at the school parking lot for during the school hours and during the events hours. The parking lot has been constructed within the past year and is in compliance with all codes and regulations. All parking spaces are standard size. The so called "alley" is a private driveway and part of the school property. The minimum width requirement shall not apply since all vehicles traveling within the driveway are operated and traffic is controlled by the valet operators. Regardless an 13 feet wide drive aisle is provided for access.

3. Will the guard be stationed at the Valet lot or at the event site. It does not appear that there are parking lights in the school lot. Is there a gate that will be closed during the actual event?

Security guards will be stationed on both the school parking lot and at the Subject property. There is more than adequate lighting provided at the school parking lot, provided by light standards of 25 feet with LED light heads. The parking lot at the school is completely fenced with 6 feet high fence and secured by a sliding gate which could be operated by the valet parking staff.

Parking Layout During School Hours

Scale: 1"=20'



Revocation of the parking agreement shall not be an option since the parking agreement will be recorded with the County upon review and approval of the City Attorney's office and will become a part of the CUP approval conditions.

5. Historically, residents living along Thiens Avenue have complained about speeding vehicles. What measures will be taken to assure residents that the attendants for the Valet are not going to speed down Thiens Avenue to deliver and pick up vehicles for waiting attendants. Will Valet "runners" be actually running down Thiens on foot to get to a car to return to Floralade Avenue the "event" Or will they be using some motorized vehicle, golf cart or other device? Thiens Avenue is approximately 1,650 feet or 2 ^{1/2} blocks from the event space with heavy parking on both sides. There is also an uncontrolled school crosswalk on Thiens Avenue at Penn Mar Avenue. While most pedestrians crossing may be during daylight or school hours any crosswalk has the potential for pedestrians to cross at any time. Some discussion on actual operation of the Valet will need to be provided. Valet operation shall be required to strictly follow the speed limits and applicable City's noise ordinance.

The valet services is planning to have a "runner shuttle" between the locations. There will be no on-foot services or runners allowed. The speed limitation and traffic control concerns about speeding along Thiennes will be added to the valet parking agreement to provide assurance that the shuttle service and valet services will safe to the residences of the area, especially along residential neighborhood. It should be noted that no active valet services will be operated within school hours or business hours of the neighborhood businesses.

6. The applicant will need also submit a parking plan. It is likely that some event goers will park along Floradale Avenue as well as along Thienes Avenue in front of resident and neighboring business to avoid the queue for the Valet. What is the plan to lessen impacts of parking to houses located along Thienes Avenue and Cogswell Road which are primarily single family homes, and are the closest streets to "Floradale Avenue" Event goers may be competing for on-street parking in front of residential areas that are currently parked in front of the houses. (Indicate where on-street parking is allowed and any posted parking restrictions). This should include an on-street parking count on Floradale Avenue from 6pm to midnight (both sides of the street) on a weekday and weekend to determine parking occupancy and availability of on-street parking.

The event patrons will be signing an agreement, as part of the event planning agreement with Rustic Rentals, that no off-site parking will be allowed or tolerated. All parking will be provided by valet parking without any charge to the patrons or participants.

7. Site plan: the site plan needs to show dimension of the 11 parking stalls as well as aisle widths and drive aisle width.

Please refer to the Architectural site plans on A.03. The on-site parking will be limited to during business hour use and will not be made available to the event participants.

8. Truck template showing how a trash truck will be able to pick up the bin on site. (turn around

Based on Athens Waste Management, the trash bins are picked up at curb side with no need for a truck to enter the property at any time.

9. Applicant to submit a Generation of the amount of vehicles that will be added on the street during events. If capacity is allowed at 345 persons for 118 vehicles to accommodate parking all in the valet school lot means that every vehicle will need to come with 3 persons per car or there will be spillage into the surrounding neighborhood. While the existing building is located within an industrial section so additional traffic may not impact adjacent use but the route from the building to the Valet and areas that guests may choose to avoid the valet and park on the street may impact residential neighborhoods to the east and it should be considered that event goers will be leaving at midnight.

The event patrons and participants will be signing an agreement, as part of the event planning agreement with Rustic Rentals, that no off-site parking will be allowed or tolerated. All parking will be provided by valet parking without any charge to the patrons or participants. No impact on the immediate neighborhood or the neighborhood surrounding the school district is anticipated.

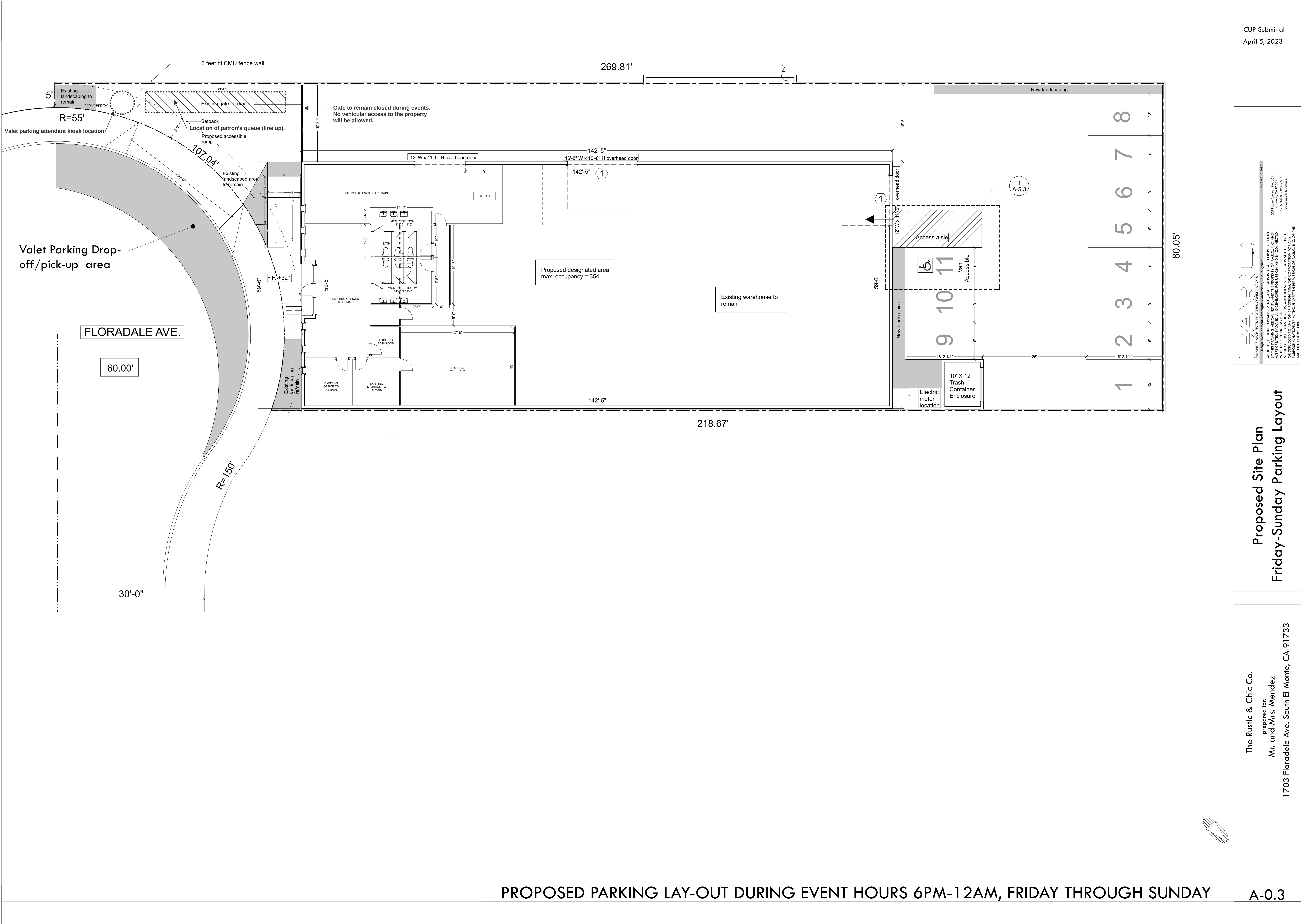
Valet Parking Layout During Events

Scale: 1"=20'

Proposed M. V. Elementary School
Parking Layout
Friday-Sunday Parking Layout

The Rustic & Chic Co.
prepared for:
Mr. and Mrs. Mendez

PROPOSED VALET PARKING LAY-OUT DURING EVENT HOURS 6PM-12AM, FRIDAY THROUGH SUNDAY A-0.2



CUP Submittal
April 5, 2023

PARC
PLANNERS ARCHITECTS & ENGINEERS
227 Linda Avenue, Ste. 101
Folsom, CA 95630
916.243.1111
www.parcinc.com

**Proposed Site Plan
Friday-Sunday Parking Layout**

The Rustic & Chic Co.
prepared for:
Mr. and Mrs. Mendez
1703 Floradele Ave. South El Monte, CA 91733

PROPOSED PARKING LAY-OUT DURING EVENT HOURS 6PM-12AM, FRIDAY THROUGH SUNDAY

A-0.3

ATTACHMENT D

[South El Monte, California Municipal Code](#)

[Title 17 ZONING](#)

[Chapter 17.74 PUBLIC HEARINGS—PROCEDURE AND CONDUCT](#)

17.74.050 Appeals—Council review.

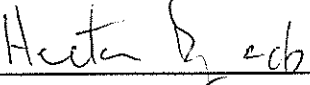
- A. Any person may appeal any decision of the planning commission to the city council by filing a written appeal with the city clerk no later than ten calendar days after the effective date of the decision; provided, however, that if City Hall is not open for business on the tenth day of the appeal period, the appeal period is extended to include the next business day.
- B. Any two members of the city council may call any decision of the commission for review by the city council by filing a written review request with the city clerk no later than ten calendar days after the effective date of the decision. The request shall state: "The request for review has been filed because the subject matter of the decision pertains to a matter of city-wide importance that should be considered by the city's elected officials."
- C. The appeal or review request stays the effectiveness of the decision until the matter is resolved pursuant to Section [17.74.070](#). (Ord. 1048 §1, 2003; Ord. 963 §§39, 41, 1995; Ord. 822 §1, 1989)

ATTACHMENT E

CITY OF SOUTH EL MONTE
CITY CLERK'S OFFICE

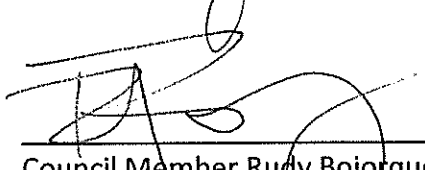
2023 OCT 26 A 9:29

My request for review has been filed because the subject matter of the decision pertains to a matter of city-wide importance that should be considered by the city's elected officials.



Council Member Hector Delgado

Date: 10-25-23



Council Member Rudy Bojorquez

Date: 10/25/23

Gerardo Marquez

From: Rustic Rentals <rusticrentals2323@gmail.com>
Sent: Tuesday, October 17, 2023 1:14 PM
To: Babak Nassirpour; Gerardo Marquez
Cc: John Mendez
Subject: Re: 1703 Floradale
Attachments: Letter from south el monte chamber of commerce.pdf; ocean zhao notarized letter.pdf; epiphany church signed letter.pdf; Neighbors signed form pg1.pdf; Neighbors signed form pg3.pdf; Neighbors signed form pg2.pdf; Neighbors signed form pg4.pdf; California-Responsible-Beverage-Service-JERRY.pdf; California-Responsible-Beverage-Service-JOVITA.pdf; California-Responsible-Beverage-Service-PROGRESS REPORT.pdf; Commerce property 1.pdf; Commerce property 2.pdf; Commerce property 3.pdf; commerce property 6.pdf; commerce property 7.pdf; commerce property 8.pdf; COMMERCE PROPERTY4.pdf; COMMERCE PROPERTY5.pdf; COMMERCE PROPERTY6.pdf

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Yes of course, hello George. Please see the attached files of the new documents we wish to present.

Attachments include:

Copies of the support letters;
Copies of the ABC certificates for each qualified person;
Pictures of the facilities in the city of Commerce.

On Tue, Oct 17, 2023 at 10:00 AM Babak Nassirpour <babak@parcarchitecture.com> wrote:
Sandra/ John.

Could you please forward all new documents to Gerardo?

Thank you

----- Forwarded message -----

From: Gerardo Marquez <gmarquez@soelmonte.org>
Date: Tue, Oct 17, 2023, 9:58 AM
Subject: 1703 Floradale
To: babak@parcarchitecture.com <babak@parcarchitecture.com>
Cc: Renee Reyes <rreyes@soelmonte.org>

Good morning,

Per our discussion earlier today please provide the items you wish to have presented to the commission.

Best,

August 10, 2023

To Whom It May Concern:

My name is Ken Rausch, Chief Executive Officer of the El Monte/South El Monte Chamber of Commerce. We represent over 400 members and are very active in the community.

I am writing you on behalf of John and Sandra Mendez, owners of Rustic Rentals at 1703 Floradale Ave. in South El Monte. The Mendez's are a hard-working team looking to provide South El Monte with a valuable asset. Please consider the following facts by the Mendez's in their due diligence to legally proceed in obtaining the necessary City permits:

1. A personal visit by Mayor Gloria Olmos of their facility. The Mayor was impressed.
2. The facilitation of the Director of Economic Development to personally manage the C.U.P. and permit process.
3. Given the Planning Commission summer schedule, Rustic Rentals is scheduled to heard at the Planning Commission meeting in September.

Our Chamber of Commerce has had the opportunity to work with many members to coordinate the permit process. I must say that we have never assisted a more focused team as the Mendez's in actively working with the City and their requests. Unfortunately, as is the case with other City's, employee turnover/retirements jeopardize the process of proceeding in a timely manner.

If there are any further questions, please call meat 626-688-6955.

Thank you,



Ken Rausch
Chief Executive Officer

1903 N. DURFEE AVENUE, SUITE 4 • SOUTH EL MONTE, CA 91733

P.O. Box 5866 • EL MONTE, CA 91734

PHONE: 626.443.0180 FAX: 626.443.0463 CHAMBER@EMSEM.BIZ WWW.EMSEM.BIZ

To whom it may concern:

I, Ocean Zho, Member of New Bee Management LLC, owner of 1703 Floradale Avenue in the City of South El Monte, California 91733, give permission to my tenant Juan Mendez and Sandra Mendez to apply for a Conditional Use Permit per City's requirement for their intended use. I am aware of all modifications needed and all tenant improvement expenses to be solely paid by tenants and will be advised on any additional tenant improvement. I fully support Juan Mendez, Sandra Mendez and the Rustic Rentals Company to pull a conditional use permit.

New Bee Management LLC
Ocean Zhao - Member

OCEAN OWNER

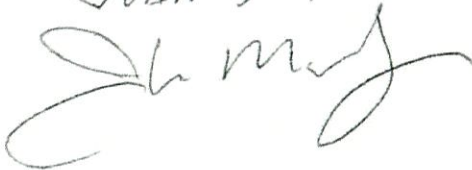


04-04-2023

Tony Minsuk Hong
Notary



JUAN S. MENDEZ, TENANT



4/4/23





Epiphany Catholic Church

*10911 E. Michael Hunt Dr.
South El Monte California 91733
Phone (626) 442-6262 Fax (626) 575-1738*



March 16, 2023

Mrs. Sandra Mendez
Rustic Rental, LLC
1703 Floradale Ave,
South El Monte, CA 91733

Mrs. Mendez,

It was good to have met you and your husband this morning. I am sorry that I was not available to see you yesterday.

The Church of the Epiphany exists to promote the mission of Christ; of working toward building the Reign of God through spiritual, educational, formational and communal activities that foster gospel values and to bring about the wellbeing of this community. Our Christian commitment would naturally dictate to be good neighbors and make our facilities available for the common good.

It is our understand that you are seeking to find a place to park about 50 of your client's vehicles primarily on Saturday afternoons and evenings. Unfortunately, the church holds services on the premises every Saturdays. On any given Saturday, the parish is busy to at least 6:30 pm. The church, however, may be willing to allow you to use it's parking lots from time to time on a case-by-case basis and with clear guidelines drawn up by our general counsel to ensure the safety of all involved.

I pray that you will find a more permanent solution to your parking needs for your business and call us as a last resource.

Sincerely yours in Christ,

Dr. Humberto Ramos, PhD
Parish Life Director

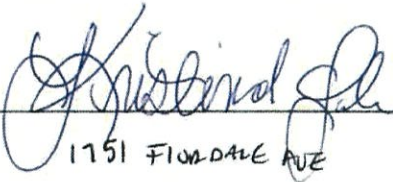
Hello fellow neighbor,

We are The Rustic & Chic Co. located at 1703 Floradale Ave. South El Monte CA. 91733. We are an event planning business that hosts events sometimes on Fridays after 5 PM and/ or Saturday/ Sunday.

We would like to ask if you could please sign this form that states you are aware of our business operations.

We will try not to interrupt your business operations and will make it our duty to keep the streets clean after our events.

I Kristina S., am aware and okay with The Rustic & Chic Co. hosting events as long as it does not interfere with my business.

X  Date signed: 2/16/23
1751 FLORADALE AVE



Hello fellow neighbor,

We are The Rustic & Chic Co. located at 1703 Floradale Ave. South El Monte CA. 91733. We are an event planning business that hosts events sometimes on Fridays after 5 PM and/ or Saturday/ Sunday.

We would like to ask if you could please sign this form that states you are aware of our business operations.

We will try not to interrupt your business operations and will make it our duty to keep the streets clean after our events.

I ANDY HUANG am aware and okay with The Rustic & Chic Co. hosting events as long as it does not interfere with my business.

X ANDY Date signed: FEB. 16, 2023
1702 FLORADALE AVE



Hello fellow neighbor,

We are The Rustic & Chic Co. located at 1703 Floradale Ave. South El Monte CA. 91733. We are an event planning business that hosts events sometimes on Fridays after 5 PM and/ or Saturday/ Sunday.

We would like to ask if you could please sign this form that states you are aware of our business operations.

We will try not to interrupt your business operations and will make it our duty to keep the streets clean after our events.

I Co Pham, am aware and okay with The Rustic & Chic Co. hosting events as long as it does not interfere with my business.

X  Date signed: 2/16/23
1750 FLORADALE AVE



Hello fellow neighbor,

We are The Rustic & Chic Co. located at 1703 Floradale Ave. South El Monte CA. 91733. We are an event planning business that hosts events sometimes on Fridays after 5 PM and/ or Saturday/ Sunday.

We would like to ask if you could please sign this form that states you are aware of our business operations.

We will try not to interrupt your business operations and will make it our duty to keep the streets clean after our events.

I Simon Wong, am aware and okay with The Rustic & Chic Co. hosting events as long as it does not interfere with my business.

X  Date signed: 2/16/23
1727 FLORADALE AVE





Certificate of Completion

Awarded to

Jerry Madrid

For successfully completing the

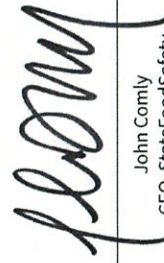
California Responsible Beverage Service Training Course

1ai348-jgccah2

Certificate Verification Number

Oct 15, 2023

Issue Date (valid for 3 years)



John Comly
CEO, StateFoodSafety
711 Timpanogos Pkwy, Orem, UT



Scan with  to verify.



Certificate of Completion

Awarded to

Jovita Perez

For successfully completing the

California Responsible Beverage Service Training Course

1ai347-jgccah1

Certificate Verification Number

Oct 15, 2023

Issue Date (valid for 3 years)



John Comly
CEO, StateFoodSafety
711 Timpanogos Pkwy, Orem, UT



Scan with  to verify.



Juan Mendez(/Dashboard#13-role)



(/DASHBOARD)



SUPPORT

(HTTPS://WWW.STATEFOODSAFETY.COM/SUPPORT)



MY COURSES



PURCHASED VOUCHERS

INVITED

REDEEMED VOUCHERS

CERTIFICATES



CERTIFICATES

EXPORT

Search



COURSE FILES

Student Name

Product Name

Voucher

Status

Progress

Redeemed Date



MY GROUP PURCHASES

California Responsible Beverage Service Training - English

54%



ACCOUNT INFORMATION

Samantha perez

California Responsible Beverage Service Training - English

33%



PURCHASE HISTORY

Ashley Madrid

California Responsible Beverage Service Training - English

33%

John Mendez

California Responsible Beverage Service Training - English

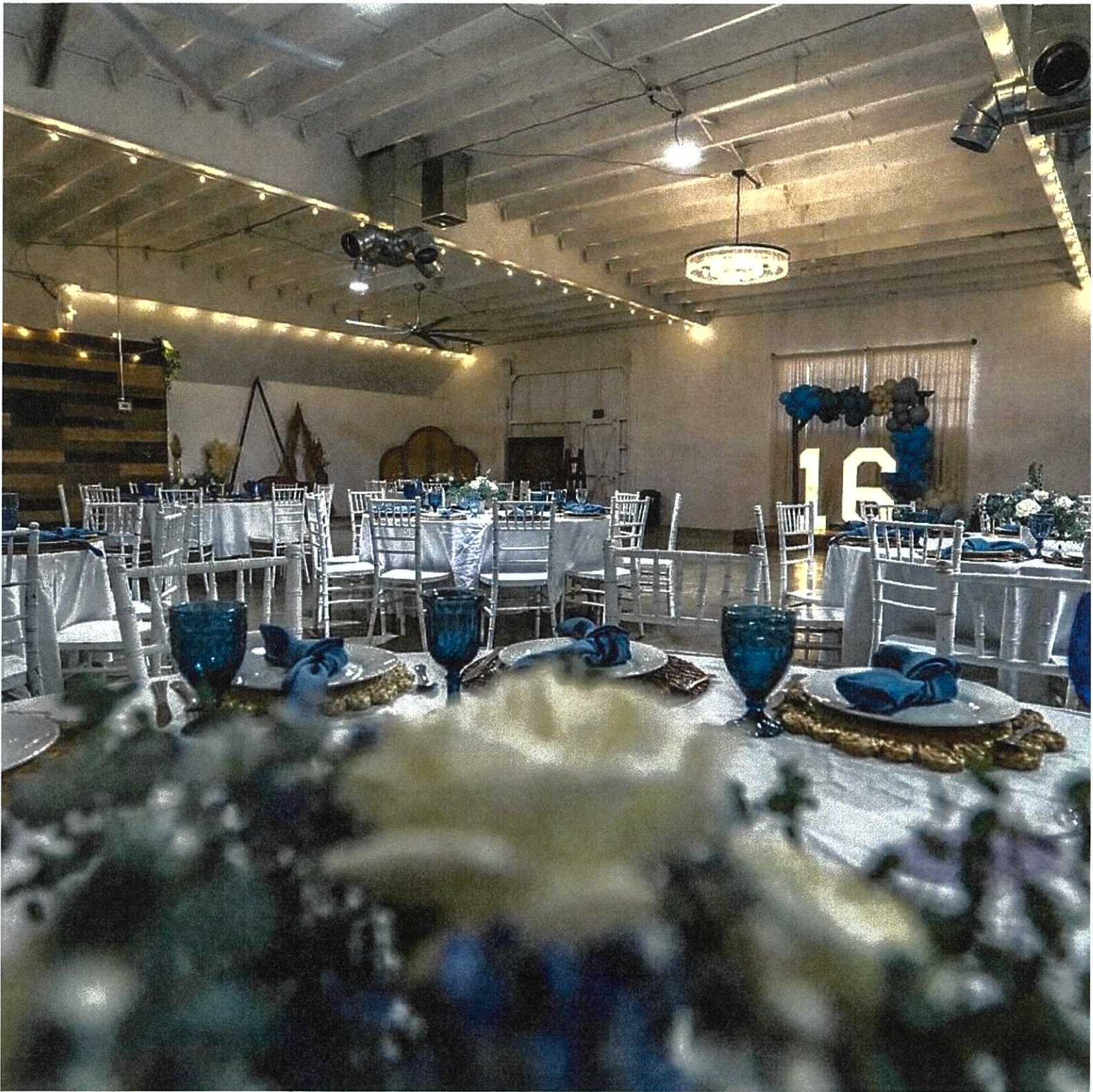
4%

GET LEARNING REPORT





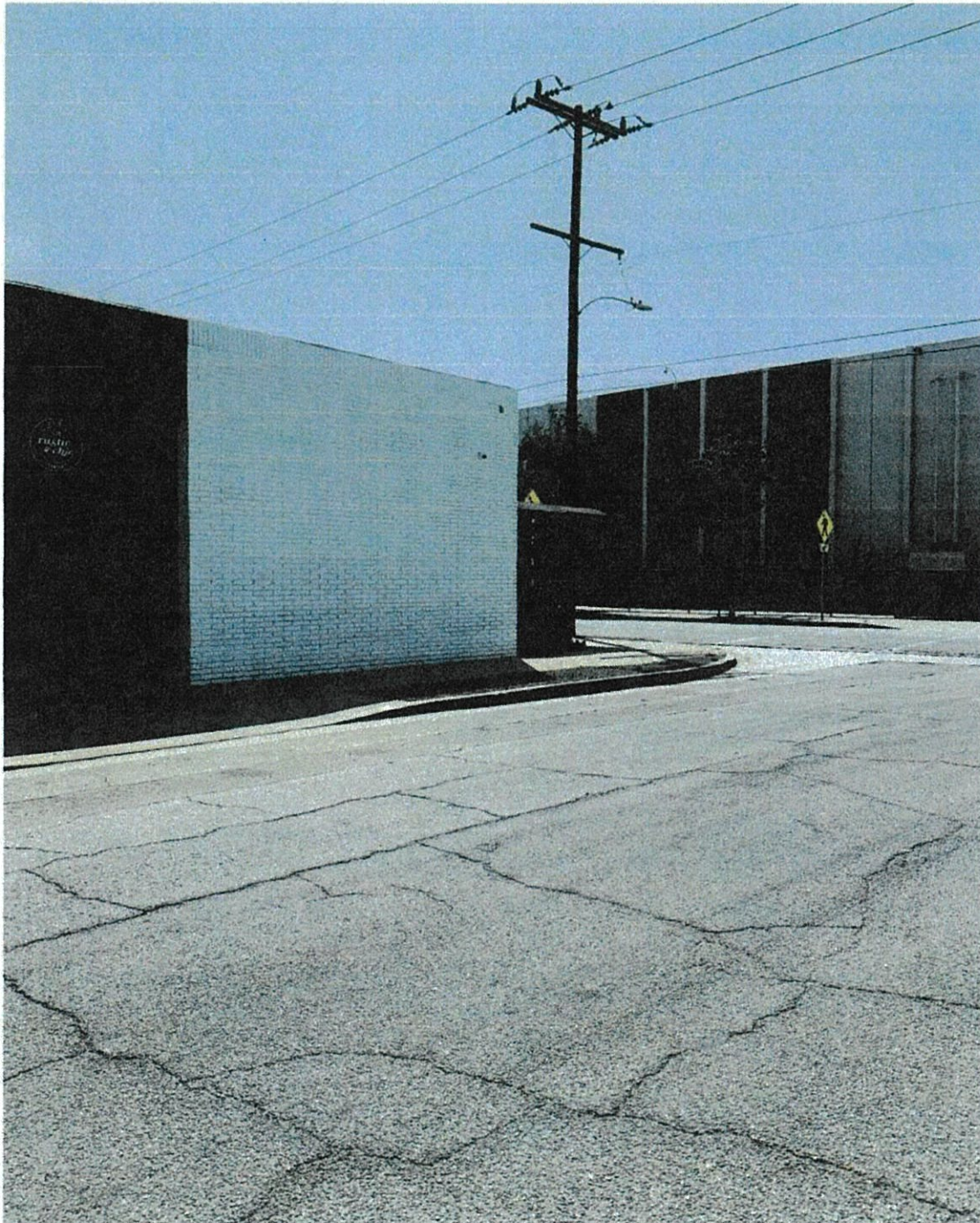












10/17/23, 1:07 PM

Gmail - (no subject)



Rustic Rentals <rusticrentals2323@gmail.com>

(no subject)

1 message

Rustic Rentals <rusticrentals2323@gmail.com>
To: rusticrentals2323@gmail.com

Mon, Oct 16, 2023 at 2:35 PM





City Council Agenda Report

Agenda Item No. 9.a.

DATE: November 14, 2023

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Ariana De La Cruz, Director of Community Services

SUBJECT: CONSIDERATION AND APPROVAL OF THE CITY'S 2024 SPECIAL EVENTS CALENDAR

SUMMARY: The City's 2024 Special Events Calendar includes recommended dates, times, and locations for the City-sponsored events held by the Community Services Department. All scheduled events are subject to modifications, date changes, and/or cancellations.

RECOMMENDED ACTION: Staff recommends City Council consider and approve the City's 2024 Special Events Calendar.

FISCAL/FINANCIAL IMPACT: Funding for the events scheduled from January 1, 2024 to June 30, 2024 are included in the City's approved Fiscal Year (FY) 2023/2024 Special Events and Summer Concerts budget in the projected amount of \$83,000. The events scheduled from July 1, 2024 to December 31, 2024 will be discussed during budget sessions for (FY) 2024/2025.

DISCUSSION: In 2023, the City hosted approximately 35 special events and 17 Senior Services luncheons. The Community Services Department strives to host events that bring the community together to take place safely and successfully on its facilities, streets and in its parks. The department works with various organizations to provide support to the South El Monte community by providing information, sponsorships, and other resources.

The City's 2024 Special Events Calendar includes City-sponsored events and Senior Services luncheons. Staff proposes the following changes to host certain events on non-traditional dates and locations:

2024 Night Markets

At the February 25, 2023 City Council meeting, the City Council discussed hosting a Night Market at the City-owned Kruse property by partnering with local businesses and community members to provide a friendly night out for the South El Monte

community. City Council directed staff to present the estimated cost and logistics to host the proposed events.

Subsequently, at the July 25, 2023, City Council meeting, staff proposed two (2) Night Market events as part of a pilot program to measure community engagement and event feasibility. Night Market events were held on September 7, 2023, and October 5, 2023. Based on the tremendous success of both night markets, staff were directed to propose additional night market events to host in the Spring and Fall of 2024.

As a result of a successful pilot program, staff is proposing to host four (4) Night Market events in 2024 on the following dates:

Spring Night Market Events

1. April 4, 2024
2. May 2, 2024

Fall Night Market Events

1. September 5, 2024
2. October 3, 2024

The proposed Night Market events will continue to feature various entertainment activities, yard games, raffles, and a beer garden sponsored by South El Monte affiliated non-profit organizations. In addition, a large variety of vendors selling food, clothing, toys, and miscellaneous items will be available throughout the evening. Two of the night markets will feature a car show, another night market will feature a live boxing show, and the last night market will highlight an appearance and recognition to Fire Station 90 firefighters. The lively night markets will continue into the night with a live performance.

Cinco de Mayo Festival

The Cinco de Mayo Festival is growing in popularity and attendance every year. The event features live dancers, musical performances, a variety of vendors, interactive children's activities, a play zone, and a live boxing show featuring 12 amateur bouts. Staff propose combining the Cinco de Mayo Festival with the May 2, 2023 Night Market where staff can provide a themed event featuring folklorico dancers, live band performances and the popular South El Monte Boxing show. Please refer to Attachment B – Cinco de Mayo Night Market Layout, for a visual site plan of the combined events.

Fire Station 90 Appreciation Day

For the past 4 years, the Fire Station 90 Appreciation Day event has lacked community and local fire department engagement. Prior to 4 years ago, the event was held at the fire station, which was open to the community to tour the facility and experience firsthand the equipment and fire engines housed at the station. Unfortunately, due to safety reasons, the City was unable to host the event at the station and moved it to City Hall's Front Lawn. In efforts to increase community participation, staff propose to incorporate the Fire Station 90 Appreciation Day with the September 5, 2024 Night Market. The Night Market will feature the participation of the Fire Station 90 team members and recognize them during the program with an appreciation plaque.

Fourth of July Celebration

The Fourth of July Celebration is traditionally hosted on the actual July 4th date, regardless of the day of the week. In 2022 and 2023, the City explored a different option and the event was hosted on the Saturday prior to July 4th. In preparation of the 2024 Fourth of July Celebration, staff was tasked to gather input from the community through surveys completed in person and online in July of 2023. Based on the survey results, the community and staff recommend hosting the 2024 Fourth of July Celebration on Thursday, July 4, 2024.

Traditionally, the Fourth of July Celebration event concludes each year with a firework show that is launched from South El Monte High School. In preparation for hosting the 2024 firework show, staff have procured costs and availability from numerous firework companies. Currently, the cost of hosting a firework show on Thursday, July 4, 2024 is starting at \$50,000 compared to hosting a firework show on Saturday, June 30, 2024 which would cost approximately \$30,000. With the limited certified companies who still offer firework shows, the rates have doubled from previous years.

In order to host a firework show and a Fourth of July Celebration at a feasible cost, staff proposes to host the firework show and celebration event on two separate days. The fireworks show will be a stand-alone event, a Firework Show Viewing event, that can be held on Saturday, June 30, 2024, at the South El Monte High School. The show will be at a more affordable cost and will not compete with all the fireworks launched throughout the City on July 4th. The Fourth of July Celebration event will be held on Thursday, July 4, 2024 with the traditional festivities at New Temple Park including performances by two live bands.

ATTACHMENT(S):

- A. City of South El Monte 2024 Special Events Calendar
- B. Cinco De Mayo Night Market Proposed Layout



City of South El Monte 2024 Special Events Calendar

Date	Day	Special Event	Location	Time
First Saturday of the month between March and October Special Dates: July 13th and September 14th	Saturday	Community Bike Rides	Community Center	Meeting Time: 8:30 a.m. Departure: 9:00 a.m. to 11:00 a.m.
February 7, 2024	Wednesday	Lunar New Year Luncheon	Senior Center	10:30 a.m. to 12:30 p.m.
February 14, 2024	Wednesday	Valentine's Day Luncheon	Senior Center	10:30 a.m. to 12:30 p.m.
March 13, 2024	Wednesday	St. Patrick's Day Luncheon	Senior Center	11:30 a.m. to 12:30 p.m.
March 16, 2024	Saturday	Baby Pageant	Community Center	10:30 a.m. to 12:00 p.m.
March 27, 2024	Wednesday	Easter Luncheon	Senior Center	11:00 a.m. to 12:30 p.m.
March 30, 2024	Saturday	Easter Pancake Breakfast	City Hall Front Lawn	10:00 a.m. to 1:00 p.m.
April 4, 2024	Thursday	Night Market	Kruse Property	6:00 p.m. to 9:30 p.m.
April 17, 2024	Wednesday	Volunteer Appreciation Dinner	Senior Center	5:00 p.m. to 8:00 p.m.
May 1, 2024	Wednesday	Cinco De Mayo Luncheon	Senior Center	10:30 a.m. to 2:30 p.m.
May 2, 2024	Thursday	National Day of Prayer	Community Center	10:00 a.m. to 12:00 p.m.
May 2, 2024	Thursday	Cinco De Mayo Night Market	Kruse Property	6:00 a.m. to 9:30 a.m.
May 8, 2024	Wednesday	Mother's Day Luncheon	Senior Center	10:45 a.m. to 2:30 p.m.
May 27, 2024	Monday	Memorial Day Ceremony	City Hall Front Lawn	11:00 a.m. to 1:00 p.m.
June 12, 2024	Wednesday	Father's Day Luncheon	Senior Center	10:30 p.m. to 2:30 p.m.
June 13, 2024	Thursday	1 st Summer Concert	City Hall Front Lawn	6:00 p.m. to 9:00 p.m.
June 20, 2024	Thursday	1 st Movie in the Park	Mary Van Dyke Park	7:00 p.m. to 9:30 p.m.

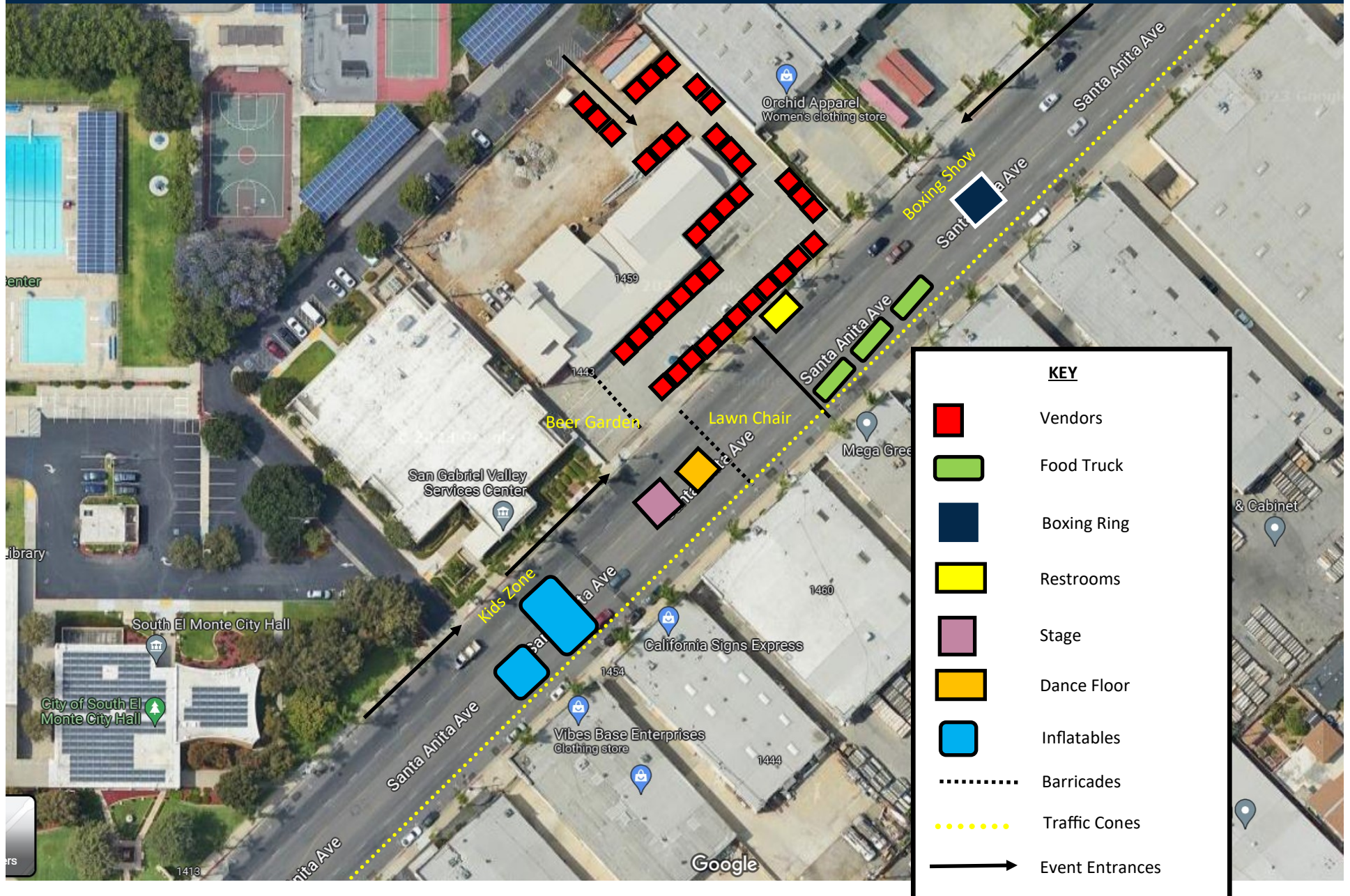
ATTACMENT A

June 27, 2024	Thursday	2 nd Summer Concert	City Hall Front Lawn	6:00 p.m. to 9:00 p.m.
June 29, 2024	Saturday	Independence Day Firework Show	South El Monte High School	7:00 p.m. to 9:00 p.m.
July 3, 2024	Wednesday	Fourth of July Luncheon	Senior Center	11:30 a.m. to 2:00 p.m.
July 4, 2024	Thursday	Fourth of July Festival	New Temple Park	2:00 p.m. to 9:00 p.m.
July 11, 2024	Thursday	3 rd Summer Concert	City Hall Front Lawn	6:00 p.m. to 9:00 p.m.
July 18, 2024	Thursday	2 nd Movie in the Park	Mary Van Dyke Park	7:00 p.m. to 9:30 p.m.
July 24, 2024	Wednesday	City's Anniversary Luncheon	Senior Center	11:30 p.m. to 12:30 p.m.
July 25, 2024	Thursday	4 th Summer Concert City Anniversary Celebration	City Hall Front Lawn	6:00 p.m. to 9:00 p.m.
August 1, 2024	Thursday	National Night Out & 3 rd Movie in the Park	Mary Van Dyke Park	NNO 5:00 p.m. to 8:00 p.m. Movie: 8:00 p.m.- 9:30 p.m.
August 8, 2024	Thursday	5 th Summer Concert	City Hall Front Lawn	6:00 p.m. to 9:00 p.m.
August 21, 2024	Wednesday	Senior Prom	Senior Center	5:00 p.m. to 8:00 p.m.
August 22, 2024	Thursday	6 th Summer Concert	City Hall Front Lawn	6:00 p.m. to 9:00 p.m.
September 4, 2024	Wednesday	Grandparent's Day Luncheon	Senior Center	8:00 a.m. to 2:00 p.m.
September 5, 2024	Thursday	Night Market / Fire Station Appreciation Day	Kruse Property	6:00 p.m. to 9:30 p.m.
September 11, 2024	Wednesday	9/11 Memorial Ceremony	Community Center Gym	11:00 a.m. to 12:00 p.m.
September 16, 2024	Monday	Mexican Independence Day Luncheon	Senior Center	10:30 a.m. to 2:30 p.m.
October 3, 2024	Thursday	Night Market	Kruse Property	6:00 p.m. to 9:30 p.m.
October 17, 2024	Thursday	Walk to End Domestic Violence	City Hall Front Lawn	6:00 p.m. to 8:30 p.m.
October 31, 2024	Thursday	Halloween Luncheon	Senior Center	11:30 a.m. to 2:30 p.m.
October 31, 2024	Thursday	Harvest Festival	City Hall Front Lawn	6:00 p.m. to 9:00 p.m.
November 6, 2024	Wednesday	Veterans Day Luncheon	City Hall Front Lawn	11:00 a.m. to 12:30 p.m.

ATTACMENT A

November 11, 2024	Monday	Veterans Day Ceremony	City Hall Front Lawn	11:00 a.m. to 1:00 p.m.
November 23, 2024	Saturday	Turkey Dash 5k and 1k Trot	City Hall Front Lawn	8:30 a.m. to 10:30 p.m.
November 25, 2024	Monday	Thanksgiving Day Luncheon	Senior Center	10:30 a.m. to 12:30 p.m.
December 5, 2024	Thursday	Tree Lighting Ceremony	City Hall Front Lawn	6:00 p.m. to 8:30 p.m.
December 14, 2024	Saturday	Christmas Wish Toy Giveaway	Community Center	11:00 a.m. to 6:00 p.m.
December 16 th -18 th	M/T/W	Santa Coming to Town	Around City	6:00 p.m. to 7:00 p.m.
December 19, 2024	Thursday	Christmas Luncheon	Senior Center	10:00 a.m. to 12:30 p.m.
December 30, 2024	Monday	New Year's Day Luncheon	Senior Center	11:30 a.m. to 2:30 p.m.

Cinco de Mayo Night Market Proposed Layout





City Council Agenda Report

Agenda Item No. 9.b.

DATE: November 14, 2023

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: John Poehler, Director of Public Works

SUBJECT: COUNCIL TO REVIEW AND SELECT AN OPTION FOR THE ENERGY EFFICIENCY AND MECHANICAL ENERGY EFFICIENCY PROJECT FOR CITY FACILITIES

SUMMARY: The City received Department of Energy (DOE) grants funds for lighting energy efficiency and mechanical energy efficiency upgrades. These upgrades were initially scheduled for the City's Community Center, Mini Center and Senior Center; however, a phased approach may now be required to complete the projects.

RECOMMENDED ACTION: Staff recommends City Council to consider and select from the following two options:

1. Proceeding with the original scope of work, previously approved on July 25, 2023, which covers all designated centers; or
2. Adopt a two-phase approach as outlined, beginning with the Senior Center and Community Center in Phase 1, and subsequently addressing the Mini Center in Phase 2.

FISCAL/FINANCIAL IMPACT: The projected total project cost for proceeding with the original scope of work amounts to \$2,084,162 encompassing construction expenses and cost share contributions from various sources. This includes \$747,494 in funding from the United States Department of Energy (DOE), \$220,770 contributed by SoCalRen, \$48,899 provided by Passive Logic, and an allocation of \$299,155 from the General Fund Balance for FY 2023/24. Additionally, \$35,459 in funding will be reallocated from Prop A to further support the project. To cover the remaining expenses of \$732,385, the City will draw from the General Fund Balance.

By limiting the project's focus to the Senior Center and Community Center exclusively, the total projected cost is reduced to \$1,897,616. The expenses include construction costs and cost share contributions from various sources, including \$747,494 in funding from the United States Department of Energy (DOE), \$220,770 from SoCalRen, \$48,899 from Passive Logic, and an allocation of \$299,155 from the General Fund Balance for FY

2023/24. Additionally, \$35,459 in funding will be reallocated from Prop A to further support the project. To cover the remaining expenses of \$545,839, the City will draw from the General Fund Balance.

DISCUSSION: The City of South El Monte, in partnership with The Energy Coalition and Passive Logic, applied for a grant through the Building Technologies Proving Ground – Public Sector Field Validation Funding Opportunity, a program administered by United States Department of Energy (DOE), as Project No. 602. On June 4, 2021, DOE awarded the City \$747,494 in reimbursable funds, which includes a cost share of \$404,650 that the City is required to contribute towards the cost of the project. It's important to note that the City, in partnership with Passive Logic and SoCalRen, will collectively contribute towards the initial cost share amount of \$404,650.

The initially proposed project and budget, as submitted to the Department of Administration, have undergone multiple revisions, most notably the expansion of the number of AC units to be installed in the buildings. Additionally, personnel changes within the project team have led to delays, which have been further compounded by the effects of inflation and the rising costs of materials. Collectively, these factors have had a substantial impact on the project's overall cost. As a result, a budget deficit of \$714,795 is anticipated for the original scope of work, while a shortfall of \$516,174 is expected for the two-phase approach that covers solely the Senior Center and Community Center in Phase I. The Mini Center would be rescheduled as part of Phase II and will commence once the City secures the requisite funding to proceed with the project.

The South El Monte Autonomous Building Controls Retrofit project will enhance the performance and energy efficiency of city facilities while reducing energy consumption and peak electricity demand. The primary goal remains to achieve deep energy savings and address long-deferred facility improvements. This innovative technology not only ensures enduring energy savings but also validates hardware compatibility with typical public sector building types, showcasing DOE data standardization's viability and the transformation of public sector buildings into grid-efficient interactive structures.

On July 25, 2023, the City Council granted approval and awarded contracts to Green Energy Innovations, Inc. for the implementation of lighting energy efficiency upgrades and to AC Pros, Inc. for the enhancement of mechanical energy efficiency (AC Units). Staff recommends retaining the two vendors originally chosen to execute the energy efficiency upgrades at city facilities.

Staff requests that the City Council discuss and select one of these options that have been presented, subject to any project approval having to comply with all applicable laws including the California Environmental Quality Act (CEQA) before any binding commitment is made by the City for construction of a project. The City's new project management team will work closely with the DOE and relevant stakeholders to re-evaluate project timelines, costs, and specifications in accordance with this phased approach and scope adjustment. The Council's approval of this adjustment is sought to proceed accordingly.

Staff report prepared by Andrés González, Senior Public Works Analyst.

ATTACHMENT(S):

None



City Council Agenda Report

Agenda Item No. 9.c.

DATE: November 14, 2023

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: City Attorney

SUBJECT: CONSIDERATION AND APPROVAL OF ORDINANCE NO. 1270 OF THE SOUTH EL MONTE CITY COUNCIL AMENDING CHAPTER 5.09 OF TITLE 5 OF THE SOUTH EL MONTE MUNICIPAL CODE THEREBY AMENDING THE CITY'S SIDEWALK VENDING REGULATIONS IN RELATION TO REQUIREMENTS WHEN VENDING, INCLUDING REQUIRED DISTANCE BETWEEN VENDORS, KEEPING SIDEWALKS CLEAR OF OBSTRUCTIONS AND COOKING WASTE, RESTRICTIONS ON COOKING WITHOUT REQUIRED LA COUNTY HEALTH PERMIT, AND DOCUMENTS REQUIRED WHILE VENDING

SUMMARY: Per the City Council's direction given at the October 24, 2023 City Council Meeting, the City Attorney's Office and City staff are presenting a proposed ordinance amending the South El Monte's Municipal Code Chapter 5.09 "Sidewalk Vending" in relation to requirements for vending.

RECOMMENDED ACTION: That the City Council:

1. Find that the amended ordinance is not subject to the California Environmental Quality Act ("CEQA") pursuant to CEQA Regulation 15061(b)(3) and based on the analysis provided in the attached ordinance; waive first reading and introduce Ordinance No. 1270; and
2. Set said ordinance for adoption at the next regular city council meeting.

FISCAL/FINANCIAL IMPACT: None at this time.

DISCUSSION: During the October 24, 2023 City Council Meeting, staff presented Agenda Item 9.b to the City Council for review and discussion concerning sidewalk vendor laws and potential new regulations under the City's municipal code. The presentation summarized the current status of sidewalk vendor laws and state protections under SB 946, passed in 2018, and SB 972, passed in 2022. The presentation

also summarized the City's current sidewalk vendor regulations and proposed amendments to the regulations to address concerns voiced by the City's code enforcement department and City residents. Proposed amendments included requiring vendors to carry a form of ID when vending, requiring vendors to prevent customers from obstructing sidewalks, and prohibiting vendors from depositing harmful material or waste on public property.

At the October 24 meeting, the City Council directed staff to draft an ordinance amending the City's sidewalk vendor regulations in line with staff's recommended amendments. The City Council further directed staff to draft amendments increasing the distance between operating sidewalk vendors from 200 feet to 500 feet between vendors, and address health and safety concerns caused by food vendors who operate without an LA County Health Permit when vending, when such a permit is required.

Staff has prepared the attached proposed Ordinance, addressing the City Council's directions in the manner and extent permitted by law. To address health and safety concerns caused by food vendors who operate without an LA County Health Permit when vending, staff is proposing that the City Council amend the City's sidewalk vending regulations to permit City enforcement officers to impound a vendor's equipment, goods, and merchandise when operating in violation of the City's sidewalk vending regulations in a manner that poses an immediate threat to health and safety. Impoundment could be exercised in connection with the City's other enforcement mechanisms, including administrative citations and the revocation of any vending license or business license.

SEMMC Chapter 5.09, "Sidewalk Vending"

The City passed Ordinance 1233 in 2019 in response to SB 946 to ensure that the Municipal Code both complied with new state law and to maximize local control of sidewalk vending permitted under the law. (South El Monte Municipal Code ("SEMMC") Chapter 5.09, Sidewalk Vending.)

Sidewalk vendors need a vending permit, a business license, and a California seller's permit in order to operate legally under the South El Monte Municipal Code. If vending food, applicants for a vending license must have a food handler course certification and proof of required approvals by the LA County Department of Public Health. Under SB 972, the City can likely retain the requirement that sidewalk food vendors complete a food handler course, but certain CMFO vendors will not be required to have health permits or approvals by the County. Vendors must carry all required permits and licenses while vending. Failure to abide by the City's sidewalk vending regulations may result in licenses and permits being revoked.

The City is prohibited under state law from banning sidewalk vending altogether. However, the Municipal Code prohibits vendors from selling within certain parts of the City, including upon or within any roadway, median strip, or dividing section; within five hundred feet of a farmer's market, swap meet, or any temporary special event; in any City parking lot; and within two hundred feet of another vendor. Stationary vendors are prohibited from vending in residential zones and in parks with existing concessions stands. All vendors are prohibited from vending to customers in moving vehicles or in a manner that obstructs vehicle or pedestrian traffic, and must leave at least three feet of clearance on all sidewalks or pedestrian areas. Sidewalk vendors selling food are still required to maintain sanitary conditions under the Health & Safety Code, LA County Health Services regulations and the Code.

Under the Municipal Code, violations of the street vending regulations are currently punishable by an administrative fine. Violations are not punishable as an infraction or misdemeanor. However, violation of the Municipal Code may also result in a revocation

of a vendor's business license and/or vending license.

Proposed Amendments to Sidewalk Vending Chapter:

The proposed ordinance would amend South El Monte Municipal Code ("SEMMC") Chapter 5.09, "Sidewalk Vending," in the following manner:

- Requiring vendors to maintain valid personal identification on their person at all times while vending, which may include a driver's license, student ID, or other government-issued ID;
- Requiring that vendors maintain a distance of at least 500 feet from other vendors while operating;
- Prohibit vendors from depositing garbage, rubbish, or other waste on public property, including food grease and oil;
- Prohibit vendors from encouraging, directing, or allowing customers to congregate in a manner that obstructs the free movement of pedestrians and vehicles, including blocking sidewalks; and
- Permit City enforcement officers to impound equipment, carts, food, goods, or merchandise of a street vendor operating in violation of the City's regulations and whose operations constitute an immediate threat, hazard, or danger to the public. The City would be entitled to impound the items for up to 30 days before the items would be considered abandoned and disposable. Perishable or food items would be able to be disposed of immediately. Vendors may retrieve their items within 30 days of impoundment, so long as they can prove ownership of the item and pay any impoundment fees, which would reflect the City's cost of impoundment. Vendors would be able to appeal the impoundment to the City Manager.

ATTACHMENT(S):

- A. (SEM) Draft Ordinance Amending Sidewalk Vending Chapter (1)

ATTACHMENT A

ORDINANCE NO. 1270

AN ORDINANCE OF THE SOUTH EL MONTE CITY COUNCIL AMENDING CHAPTER 5.09 OF TITLE 5 OF THE SOUTH EL MONTE MUNICIPAL CODE THEREBY AMENDING THE CITY'S SIDEWALK VENDING REGULATIONS IN RELATION TO REQUIREMENTS WHEN VENDING, INCLUDING REQUIRED DISTANCE BETWEEN VENDORS, KEEPING SIDEWALKS CLEAR OF OBSTRUCTIONS AND COOKING WASTE, RESTRICTIONS ON COOKING WITHOUT REQUIRED LA COUNTY HEALTH PERMIT, AND DOCUMENTS REQUIRED WHILE VENDING

WHEREAS, the California State Legislature passed SB 946 in September 2018, which largely decriminalized sidewalk vending, except for sidewalk food vending. Under SB 946, local agencies still retain the authority to pass ordinances regulating certain aspects of sidewalk vending, such as time, place, and manner of vending in sensitive areas, but local agencies are prohibited from banning sidewalk vending altogether; and

WHEREAS, in January 2019, the South El Monte City Council ("City Council") passed and approved Ordinance No. 1233 in response to SB 946, adopting South El Monte Municipal Code ("SEMMC") Chapter 5.09 "Sidewalk Vending" to regulate sidewalk vendors operating within South El Monte, maximize local regulations of sidewalk vendors permitted under SB 946, and comply with the new limitations under state law; and

WHEREAS, the California State Legislature passed SB 972 in September 2022, which largely decriminalized sidewalk food vending in a similar manner as SB 946. The bill limited the City's authority to regulate sidewalk food vendors by: (1) limiting punishment of local code violations to administrative fines and (2) loosening Health & Safety Code requirements as they apply to sidewalk food vendors; and

WHEREAS, the presence of sidewalk vendors on public sidewalks presents challenges to keeping sidewalks clear of obstructions and easily accessible to pedestrians and vehicles, as required by the SEMMC, state law, and federal law, caused by overcrowding, oversized vending equipment, oversized vending signage, garbage, waste, oil, and grease; and

WHEREAS, the City has encountered various challenges in administering and enforcing its sidewalk vendor regulations, as many sidewalk vendors do not carry personal identification on their persons while vending, making it difficult for enforcement officers to cite vendors operating in violation of the SEMMC; and

WHEREAS, the City additionally desires to update its sidewalk vending regulations in order to address changes in state law under SB 946, including permitting the City to impound sidewalk food vendors operating in violation of Los Angeles County Department of Health regulations; and

WHEREAS, the City Council now desires to amend its sidewalk vending regulations provided in Chapter 5.09 of Title 5 of the SEMMC ("Chapter 5.09") so that the City is better

able to administer thereof and increase protections of the general health, safety, and welfare of City residents.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF SOUTH EL MONTE DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. Recitals. The recitals set forth above are incorporated herein by this reference.

SECTION 2. CEQA. The City Council finds that the amended ordinance is not subject to the California Environmental Quality Act (“CEQA”) pursuant to CEQA Regulation 15061(b)(3). CEQA Guidelines Section 15061(b)(3) includes the general rule that CEQA applies only to activities which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. The amended ordinance makes changes to the City’s sidewalk vending regulations in order to increase protections of the general health, safety, and welfare of City residents and improve administration of the City’s sidewalk vending regulations. As such, it can be seen with a certainty that there will be no impact upon the environment due to the approval of the amended ordinance.

SECTION 3. Amendment to Section 5.09.090 “Operating Requirements,” of Chapter 5.09 “Sidewalk Vending,” of Title 5 “Business Taxes, Licenses, and Regulations,” of the SEMMC. Section 5.09.090 of Chapter 3.09 is hereby amended as follows (~~striketroughs~~ represent deletions and double underline represent additions):

“5.09.090 Operating requirements.

Sidewalk vendors shall comply with the following:

A. No sidewalk vendor shall vend in the following locations:

1. Within fifteen feet of any street intersection.
2. Within fifteen feet of any fire hydrant, fire call box, or other emergency facility.
3. Within ten feet of any curb which has been designated as white, yellow, green, blue, or red zone, or a bus zone.
4. Within ten feet of any driveway or driveway apron.
5. Upon or within any roadway, median strip, or dividing section.
6. Within five hundred feet of a permitted certified farmers’ market, a swap meet, or an area designated for a temporary special permit. This prohibition shall be limited to the operating hours of the farmers’ market or swap meet, or the limited duration of the temporary special permit.
7. In any city parking lot.
8. On private property without the consent of the property owner.
9. Within ~~two~~ five hundred feet of another vendor.

B. No sidewalk vendor shall vend to customers in moving operating vehicles, or in a manner that blocks or obstructs the free movement of pedestrians or vehicles. Sidewalk vendors must at all times provide a clearance of not less than three feet on all sidewalks or pedestrian areas so as to enable persons to freely pass while walking, running, or using mobility assistance devices. Sidewalk vendors may not encourage, direct, or allow customers to congregate in a manner which obstructs the free movement of pedestrians or vehicles, and/or does not provide a clearance of not less than three feet on all sidewalks or pedestrian areas.

C. Sidewalk vending is permitted between the hours of eight a.m. and ten p.m. daily, except as follows:

1. In residential areas, sidewalk vending shall be permitted between the hours of nine a.m. and six p.m.
2. In nonresidential areas, the limit on hours of operation shall not be more restrictive than the hours of operation of other businesses or uses on the same street.
3. In city parks, sidewalk vending shall be permitted only during hours open to the public.

D. Stationary sidewalk vendors shall not vend in areas that are zoned exclusively residential.

E. Stationary sidewalk vendors shall not vend at any park where the park operator has an agreement for concessions that exclusively permits the sale of food or merchandise by a concessionaire.

F. Sidewalk vendors shall provide a trash receptacle for customers and shall ensure proper disposal of customer trash. Vendors are prohibited from depositing or leaving waste on public property or in a place that might result in injury to any person, including but not limited to rubbish, garbage, food waste, paper, empty containers, and other waste items, including cooking waste such as oil and grease. Prior to leaving any vending location, the sidewalk vendor shall pick up, remove, and dispose of all trash generated by the vending operations or the vendor's customers within a fifteen foot radius of the vending location.

G. Vendors of food or food products shall possess and display in plain view on the vending cart all applicable permits from Los Angeles County department of public health, including a valid and current mobile food facility permit.

H. Sidewalk vendors shall possess, at all times while vending, a valid permit issued pursuant to this chapter, as well as any other permit or license required by the city and any other appropriate governmental agency.

I. Sidewalk vendors shall possess, at all times while vending, a valid form of photo identification. Valid forms of photo identification include, but are not limited to, a driver's license, a student identification card, or other state-issued identification card.

J.-I. Sidewalk vendors shall possess, at all times while vending, current liability insurance.

~~K.-J.~~ Sidewalk vendors shall comply with all applicable state and local laws, including, without limitation, state food preparation, handling, and labeling requirements; fire codes and regulations; noise standards; and the Americans with Disabilities Act of 1990 and other disability access standards (both state and federal).

~~L.-K.~~ Vending carts shall not be chained, fastened, or affixed at any time to any building or structure, including, but not limited to, lampposts, parking meters, traffic signals, fire hydrants, benches, bus shelters, trash cans, street signs, trees, or other objects within the public right-of-way. No vending cart shall become a permanent fixture on the vending site or be considered an improvement to real property.

~~M.-L.~~ Vending carts shall not be left unattended or stored on public property or within the public right-of-way.”

SECTION 4. Addition of Section 5.09.110 “Impoundment,” of Chapter 5.09 “Sidewalk Vending,” of Title 5 “Business Taxes, Licenses, and Regulations,” of the SEMMC. Section 5.09.110 of Chapter 3.09 is hereby added to Chapter 5.09 as follows (~~striketroughs~~ represent deletions and double underline represent additions):

“5.09.110 Impoundment.

A. Any enforcement officer is authorized to impound equipment, carts, food, goods, or merchandise of a street vendor operating in violation of this Chapter and whose operations constitute an immediate threat, hazard, or danger to persons or property, pursuant to Chapter 8.26 of this Code.

B. The City shall store impounded vending equipment, carts, goods, or merchandise for a minimum of thirty (30) days. If the property is not claimed within that time period, the City may dispose of the property.

C. The City may immediately dispose of impounded materials that are perishable or cannot be safely stored.

D. The City Council may adopt impound fees by resolution, which shall reflect the city’s enforcement, investigation, administration, storage and impound costs.

E. Any owner of impounded vending equipment, carts, food, goods, or merchandise may, within fifteen days, appeal the impoundment in writing to the City Manager, or his or her designee. The appeal shall be filed with the city clerk within fifteen days following the date of the impoundment. The decision of the City Manager may be appealed to the City Council by filing the appeal in writing with the city clerk within fifteen days following the City Manager’s decision.

F. Prior to the expiration of the thirty (30) day holding period or before any appeal related to impoundment becomes final, any person claiming ownership of vending equipment, carts, goods, or merchandise that has been impounded may reclaim such materials upon payment in full of all applicable impound fees incurred and proper proof of ownership. Any unclaimed items will be considered abandoned and forfeited to the City after thirty (30) days following impoundment, and may, in the City Manager’s discretion, be destroyed or auctioned in accordance with applicable state law.”

SECTION 5. Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance, or any part thereof is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsection, subdivision, paragraph, sentence, clause or phrase would be subsequently declared invalid or unconstitutional.

SECTION 6. Certification and publication. The ordinance shall take effect on January 1, 2024 and within (5) days after its passage, the City Clerk of the City of El Monte shall certify to the passage and adoption of this ordinance and to its approval by the Mayor and City Council and the Building Official shall cause the same to be filed with the California Building Standards Commission. And within (15) days after its passage, the City Clerk shall certify to the adoption of this ordinance and shall cause a summary of same to be published once in a newspaper of general circulation within the City of South El Monte.

PASSED, APPROVED, AND ADOPTED this ___ day of ___ 2024.

Gloria Olmos, Mayor

ATTEST:

Donna G. Schwartz, City Clerk

APPROVED AS TO FORM:

Anthony R. Taylor, City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF SOUTH EL MONTE)

I, Donna G. Schwartz, City Clerk of the City of South El Monte, do hereby certify that the foregoing ordinance, being Ordinance No. XXXX was passed and approved by the City Council of the City of South El Monte at a regular meeting of said Council held on the ____ day of ___, 2024 by the following vote:

AYES: Councilmember(s):
NOES: Councilmember(s):
ABSENT: Councilmember(s):
ABSTAIN: Councilmember(s):



City Council Agenda Report

Agenda Item No. 11.a.

DATE: November 14, 2023

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Donna Schwartz, City Clerk

SUBJECT: CONSIDERATION AND APPROVAL OF RESOLUTION 23-107, CASTING VOTE(S) FOR COUNCILMEMBER TO REPRESENT CITIES WITHOUT PRESCRIPTIVE PUMPING RIGHTS ON THE BOARD OF THE SAN GABRIEL BASIN WATER QUALITY AUTHORITY (WQA)

SUMMARY: City of South El Monte has two representatives representing the City of South El Monte who are Councilwoman Margaret Clark with City of Rosemead and Councilwoman Valerie Munoz with City of La Puente whose terms are ending, and the 13 cities must now vote for their representative for the new 4-year term that begins January 2024.

RECOMMENDED ACTION: City Council to adopt Resolution No. 23-107, casting vote(s) for Councilmember to represent cities without prescriptive pumping rights on the Board of the San Gabriel Basin Water Quality Authority.

FISCAL/FINANCIAL IMPACT: None.

DISCUSSION: The WQA is empowered by the State of California to protect and promote the beneficial use of groundwater supplies in the San Gabriel Valley. The focus is on coordinating and facilitating actions by local, state, and federal agencies to contain and clean up groundwater contamination and prevent its spread. The Board is composed of seven members with three appointed members from each of the three municipal water districts, one elected city council person from cities in the San Gabriel Basin with prescriptive pumping rights, and one elected city council person from cities in the San Gabriel Basin without prescriptive pumping rights, and two appointed members representing water producers. The nomination period for the elections of the WQA board member and alternate representing cities without prescriptive water pumping rights was closed on October 9, 2023, at 5:00 p.m. Votes will be officially counted during the Water Quality Authority's regular meeting on December 20, 2023, at 12:00 p.m.

ATTACHMENT(S):

- A. Resolution No. 23-107, Votes for BM to WQA
- B. SGBWQA Letter dated 10-30-23

ATTACHMENT A

RESOLUTION NO. 23-107

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH EL MONTE, CALIFORNIA, CASTING ITS VOTE(S) FOR COUNCILMEMBER _____ TO REPRESENT CITIES WITHOUT PRESCRIPTIVE PUMPING RIGHTS ON THE BOARD OF THE SAN GABRIEL BASIN WATER QUALITY AUTHORITY

WHEREAS, on September 22, 1992, Senate Bill 1679 was signed into law by Governor Pete Wilson authorizing the creation of the San Gabriel Basin Water Quality Authority; and

WHEREAS, the Board of the San Gabriel Basin Water Quality Authority is composed of seven members with three appointed members from each of the three municipal water districts, one elected city council person from cities in the San Gabriel Basin with prescriptive pumping rights, and one elected city council person from cities in the San Gabriel Basin without prescriptive pumping rights, and two appointed members representing water producers; and

WHEREAS, the City of South El Monte is one of the cities in the San Gabriel Basin without prescriptive pumping rights;

WHEREAS, the City of South El Monte may cast its vote(s) for a representative by resolution and delivered to the San Gabriel Basin Water Quality Authority no later than December 19, 2023 at 12:00 p.m.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF SOUTH EL MONTE, CALIFORNIA DOES HEREBY FIND, DETERMINE AND RESOLVE AS FOLLOWS:

SECTION 1. The City Council of the City of South El Monte casts its full vote(s) for Councilmember _____ as the representative for cities in the San Gabriel Basin without prescriptive pumping rights.

SECTION 2. The City Clerk shall certify to the adoption of this Resolution.

PASS, APPROVED AND ADOPTED this 14th day of November 2023.

Gloria Olmos, Mayor

ATTEST:

Donna G. Schwartz, City Clerk

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF SOUTH EL MONTE)

I, Donna G. Schwartz, City Clerk of the City of South El Monte, do hereby certify that the foregoing Resolution, being Resolution No. 23-107, was passed and approved by the City Council of the City of South El Monte at a regular meeting of said Council held on the 14th day of November 2023 and that said Resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donna G. Schwartz, City Clerk



San Gabriel Basin Water Quality Authority

1720 W. Cameron Avenue, Suite 100, West Covina, CA 91790 • 626-338-5555 • Fax 626-338-5773

CITY OF SOUTH EL MONTE
CITY CLERK'S OFFICE

2023 OCT 31 P 2:26

October 30, 2023

RE: ELECTION FOR WQA BOARD MEMBER AND ALTERNATE REPRESENTING CITIES WITHOUT WATER PRESCRIPTIVE PUMPING RIGHTS

Dear City Manager:

The nomination period for the election of the WQA board member and alternate representing cities without prescriptive water pumping rights was closed on October 19, 2023 at 5:00 p.m. Enclosed is an election ballot, a sample resolution, a list of nominees, and a list of cities without prescriptive pumping rights and the number of votes each is entitled.

Each city may cast their votes for only one of the listed nominees in the form of a resolution. The resolution must be received at 1720 W. Cameron Ave. Suite 100, West Covina, CA 91790 or by email to stephanie@wqa.com by December 19, 2023 at 12:00 p.m.

Our office hours are Monday through Thursday 8:00 a.m. to 12:00 p.m. and 1:00 p.m. to 5:00 p.m. Votes will be officially counted during the Water Quality Authority's regular meeting on December 20, 2023 at 12:00 p.m.

Each city has one vote for each 10,000 residents or majority thereof, as determined by the 2020 U.S. census data. The enclosed ballot indicates the number of votes your city may cast. Please note that a city must cast all of their votes to only one candidate and cannot split their votes. Please also note that a city is not limited to voting for its own city council members and that a city may vote in an election whether or not it nominated a candidate.

If you should have any questions, please contact me at (626) 338-5555 or by email at Stephanie@wqa.com

Sincerely,

A handwritten signature in blue ink that reads 'Stephanie Moreno'.

Stephanie Moreno
San Gabriel Basin Water Quality Authority

Stephanie@wqa.com

Enclosures



San Gabriel Basin Water Quality Authority

1720 W. Cameron Avenue, Suite 100, West Covina, CA 91790 • 626-338-5555 • Fax 626-338-5775

BALLOT

ELECTION OF CITY MEMBERS AND ALTERNATES FROM CITIES WITHOUT PRESCRIPTIVE PUMPING RIGHTS TO THE BOARD OF THE SAN GABRIEL BASIN WATER QUALITY AUTHORITY PURSUANT TO SB 1679

CITY: SOUTH EL MONTE

NUMBER OF VOTES TO BE CAST: 2

TO THE CITY COUNCIL:

The following candidates have been duly nominated by qualified cities for the office of city member and alternate of the Board of the San Gabriel Basin Water Quality Authority ("the Authority") from cities without prescriptive pumping rights.

The election of the city member and alternate will take place at an adjourned meeting of the Board of the Authority set for December 20, 2023, at 12:00 p.m., at 1720 W. Cameron Ave., Suite 100, West Covina, California.

Your city may cast its votes for one candidate by resolution of the city council. The number of votes to which your city is entitled, based upon population, is set forth above.

The resolution of the city council casting its votes must be sent to the Authority **by December 19, 2023 at 12:00 p.m. or may not be counted.**

This Ballot may accompany the resolution of the city council casting its votes for city member and alternate from cities without prescriptive pumping rights.

(SAMPLE RESOLUTION)

If you would like an electronic version of this resolution please email Stephanie Moreno to
request one at: stephanie@wqa.com

RESOLUTION NO.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF _____, CALIFORNIA, CASTING
ITS VOTE(S) FOR COUNCILMEMBER
TO REPRESENT CITIES WITHOUT PRESCRIPTIVE PUMPING RIGHTS
ON THE BOARD OF THE SAN GABRIEL BASIN
WATER QUALITY AUTHORITY**

WHEREAS, on September 22, 1992, Senate Bill 1679 was signed into law by Governor Pete Wilson authorizing the creation of the San Gabriel Basin Water Quality Authority; and

WHEREAS, the Board of the San Gabriel Basin Water Quality Authority is composed of seven members with three appointed members from each of the three municipal water districts, one elected city council person from cities in the San Gabriel Basin with prescriptive pumping rights, and one elected city council person from cities in the San Gabriel Basin without prescriptive pumping rights, and two appointed members representing water producers; and

WHEREAS, the City of _____ is one of the cities in the San Gabriel Basin without prescriptive pumping rights;

WHEREAS, the City of _____ may cast its vote(s) for a representative by resolution and delivered to the San Gabriel Basin Water Quality Authority no later than December 19, 2023 at 12:00 p.m.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF _____, CALIFORNIA DOES HEREBY FIND, DETERMINE AND RESOLVE AS FOLLOWS:

Section 1. The City Council of the City of _____ casts its full vote(s) for Councilmember _____ as the representative for cities in the San Gabriel Basin without prescriptive pumping rights.

PASS, APPROVED AND ADOPTED this _____ day of _____,
20_____.



San Gabriel Basin Water Quality Authority

1720 W. Cameron Avenue, Suite 100, West Covina, CA 91790 • 626-338-5555 • Fax 626-338-5775

ELECTION FOR WQA BOARD MEMBER AND ALTERNATE MEMBER REPRESENTING CITIES WITHOUT PRESCRIPTIVE PUMPING RIGHTS

LIST OF NOMINATIONS

(In the order in which they were received)

Name

Margaret Clark
City of Rosemead

Valerie Munoz
City of La Puente

Nominated by

City of Rosemead

City of La Puente

Cities without Pumping Rights

2020 U.S. Census Data

City	2020 Population	# of Votes
Baldwin Park	72,176	7
Bradbury	921	1
Duarte	21,727	2
La Puente	38,062	4
La Verne	31,334	3
Rosemead	51,185	5
San Dimas	34,924	3
San Gabriel	39,568	4
San Marino	12,513	1
Sierra Madre	11,268	1
South El Monte	19,567	2
Temple City	36,494	4
West Covina	109,501	11
Total votes		48

SB 1679, Article 5. Sec. 505 (a)

Each City has one vote for each 10,000 residents or majority fraction thereof, as determined by the most recent U. S. decennial census data.



City Council Agenda Report

Agenda Item No. 12.a.

DATE: November 14, 2023

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Dianna Gomez, Executive Assistant

SUBJECT: MAYOR GLORIA OLMOS

1. Discussion on waiving any potential fines or penalties that Rustic & Chic receives, if any, between when the Planning Commission issued their CUP on October 17, 2023 through November 14, 2023 should the City Council affirm the decision of the Planning Commission at the public hearing (item 8.a).

RECOMMENDATION: Discussion and/or action

SUMMARY:

RECOMMENDED ACTION:

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

None