

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



Rene Salas, City Manager
Anthony R. Taylor, City Attorney
Sabrina Muhne, Interim City Clerk
Masami Higa, Director of Finance

CITY OF SOUTH EL MONTE

REGULAR MEETING OF THE SOUTH EL MONTE CITY COUNCIL

AGENDA

July 9, 2024, 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) 579-6540 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 smuhne@soelmonte.org or call (626) 579-6540 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:

Sabrina Muhne, Interim City Clerk
Ph (626) 579-6540
Cell (626) 374-1998

Robert Molina, Interim Deputy City Clerk
Ph (626) 579-6540
Cell (626) 816-2907

AGENDA BEGINS ON THE FOLLOWING PAGE

1. ROLL CALL

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

2. PLEDGE OF ALLEGIANCE

Councilmember Richard Angel

3. INVOCATION

Father Gilbert Cruz, Epiphany Catholic Church

4. PRESENTATIONS

- 4.a.** Presentation of Plaque to Jesus Meza, Band Director, Dean L. Shively Middle School, for his outstanding dedication and active participation in numerous community events.

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.

7.a. CONSIDERATION AND APPROVAL OF THE AMENDED REGULAR CITY COUNCIL MEETING MINUTES OF JUNE 11, 2024

Staff is requesting approval of the amended Minutes for the June 11, 2024, Regular City Council Meeting.

RECOMMENDED ACTION: Staff is requesting approval of the amended Minutes for the June 11, 2024, Regular City Council Meeting.

7.b. – 7.e. next page.

CONSENT CALENDAR (CONTINUED)

7.b. CONSIDERATION AND APPROVAL OF THE REGULAR CITY COUNCIL MEETING MINUTES OF JUNE 25, 2024

Staff is requesting approval of Minutes for the June 25, 2024, Regular City Council Meeting.

RECOMMENDED ACTION: Staff is requesting approval of Minutes for the June 25, 2024, Regular City Council Meeting.

7.c. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 24-197, APPROVING WARRANTS FOR THE PERIOD OF JUNE 26, 2024, THROUGH JULY 9, 2024

Authorizing payment of City expenditures for the period of June 26, 2024, through July 9, 2024, totaling \$2,473,945.54.

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 24-197, authorizing payment of City expenditures.

7.d. CONSIDERATION AND APPROVAL OF RESOLUTION 24-198 APPROVING A FIVE-YEAR MUNICIPAL LAW ENFORCEMENT SERVICES AGREEMENT WITH THE COUNTY OF LOS ANGELES FOR PUBLIC SERVICES PROVIDED BY THE LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

The City of South El Monte is entering into a 5-year Municipal Law Enforcement Services Agreement with the Los Angeles County Sheriff's Department. This includes authorizing the City Manager to procure services of the Los Angeles County Sheriff's Department up to an amount authorized in the city's operating budget for the period of July 1, 2024, through June 30, 2029.

RECOMMENDED ACTION: The City Manager recommends City Council to:

1. Approve Resolution 24-198 approving the 5-Year Agreement with the County of Los Angeles for the period of July 1, 2024, through June 30, 2029; and
2. Authorize the City Manager to execute the 5-Year Agreement on behalf of the City.

7.e. CONSIDERATION AND APPROVAL OF RESOLUTION NO 24-199 TO AWARD A CONSTRUCTION CONTRACT TO CONDOR, INC. FOR THE AQUATICS CENTER SWIMMING POOL REPLASTERING PROJECT

On May 31st, 2024, the Engineering Department solicited bids for the Aquatics Center Swimming Pool Replastering Project. The work involves removal of existing plaster and installation of new pool plaster and related work to small and large pools at the Aquatics Center. The lowest responsive bid was submitted by Condor, Inc. in the total bid amount (base bid + additive alternate bid) of \$507,000.00.

7.e. – 7.f. next page

CONSENT CALENDAR (CONTINUED)

RECOMMENDED ACTION: Staff recommends City Council:

1. Adopt Resolution No. 24-199, awarding a Construction Contract to Condor, Inc for the replastering of the City's Aquatics Center Swimming Pools in the amount of \$507,000.00;
2. Adopt and approve the plans and specifications for the Aquatics Center Swimming Pool Replastering Project;
3. Award the Aquatics Center Swimming Pool Replastering Project contract to the lowest responsible bidder in an amount of \$507,000.00 (base bid + additive alternate bid) to Condor, Inc. and authorize the City Manager to execute the contract;
4. Authorize 10% of the total contract amount as contingency allowance to be used if necessary for unforeseen conditions at the City Manager's discretion.

7.f. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 24-200, ACCEPTING THE SENIOR CENTER FLOORING IMPROVEMENTS PROJECT AS COMPLETE AND AUTHORIZING THE CITY CLERK TO FILE THE NOTICE OF COMPLETION WITH THE LOS ANGELES COUNTY RECORDER

On January 10, 2024, the Engineering Department solicited bids for the Senior Center Flooring Improvement Project. The work included the removal and disposal of existing flooring, installation of the new vinyl flooring and the installation of new moisture barriers. As a result of unforeseen site conditions during construction, a high-level moisture barrier needed to be installed costing \$8,167.00. Further, material changes were required for three offices, and extra flooring material was ordered for future maintenance. These changes amounted to \$12,958.53, exceeding the initial construction contingency by \$6,769.31. The final cost for the construction work completed by JJJ Floor Coverings, Inc. is \$54,220.01..

RECOMMENDED ACTION: Staff recommends City Council:

1. Ratify the City Manager's execution of Contract Change Order #1 with JJJ Floor Coverings, Inc. for the installation of a moisture barrier, in the amount of \$8,167.00; and
2. Authorize an additional 15.5% of the additional construction contract amount, totaling \$6,769.31, for unforeseen conditions that occurred during construction; and
3. Adopt Resolution No. 24-200, accepting the completion for the Senior Center Flooring Improvements Project; and
4. Authorize City Clerk to send the Notice of Completion for recordation to the Los Angeles County Recorder's Office; and
5. Release retention accordingly.

8. PUBLIC HEARINGS - NONE

9. GENERAL BUSINESS - NONE

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 - NONE

12. COUNCILMEMBERS' AGENDA - NONE

13. CLOSED SESSION

**13.a. CONFERENCE WITH LABOR NEGOTIATOR
Pursuant to Government Code Section 54957.6**

City Negotiator: City Manager
Employee Organizations: South El Monte Executive Management
Team Association

**13.b. CONFERENCE WITH LEGAL COUNSEL – POTENTIAL
INITIATION OF LITIGATION
Pursuant to Government Code Section 54956.9(d)(4) – (one case)**

14. ADJOURNMENT

Tuesday, July 23, 2024, at 6:00 p.m.

I, Sabrina Muhne, 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 July 3, 2024.



Sabrina Muhne



City Council Agenda Report

Agenda Item No. 4.a.

DATE: July 9, 2024

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY:

SUBJECT: Presentation of Plaque to Jesus Meza, Band Director, Dean L. Shively Middle School, for his outstanding dedication and active participation in numerous community events.

SUMMARY:

RECOMMENDED ACTION:

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

None



City Council Agenda Report

Agenda Item No. 7.a.

DATE: July 9, 2024

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Sabrina Muhne, Interim City Clerk

SUBJECT: CONSIDERATION AND APPROVAL OF THE AMENDED
REGULAR CITY COUNCIL MEETING MINUTES OF JUNE 11,
2024

SUMMARY: Staff is requesting approval of the amended Minutes for the June 11, 2024, Regular City Council Meeting.

RECOMMENDED ACTION: Staff is requesting approval of the amended Minutes for the June 11, 2024, Regular City Council Meeting.

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

A. DRAFT Reg CC Mtg Minutes 6-11-24 - AMENDED

CITY OF SOUTH EL MONTE
REGULAR CITY COUNCIL MEETING MINUTES
Tuesday, June 11, 2024 - 6:00 PM
1415 Santa Anita Avenue, South El Monte, California 91733

Mayor Olmos called the meeting to order at 6:00 P.M.

1. ROLL CALL

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

EXCUSED: Councilmember(s): Mayor Pro Tem Bojorquez

STAFF PRESENT: Rene Salas, City Manager; Anthony R. Taylor, City Attorney; Masami Higa, Director of Finance; John Poehler, Director of Public Works; Guillermo Arreola, Director of Community Development; Ariana De La Cruz, Director of Community Development; Iyob Tessema, Director of Human Resources & Risk Management, Sabrina Muhne, Interim City Clerk; Robert Molina, Interim Deputy City Clerk.

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

2. PLEDGE OF ALLEGIANCE – Councilmember Hector Delgado led the Pledge of Allegiance.

3. INVOCATION – Pastor Charlie Corum, South El Monte Community Outreach, offered the invocation.

4. PRESENTATIONS

4.a. Mayor and City Council presented Certificates of Recognition to the South El Monte High School 2024 Valedictorians and Salutatorian for their “Outstanding Achievement and Dedication in Maintaining the Highest Level of Academic Excellence Throughout Their High School Career.”

4.b. Mayor and City Council presented a plaque to Maria Cardoso on her retirement and 40 years of service to the City of South El Monte.

4.c. Mayor and City Council presented Certificates of Recognition to South El Monte High School Students, Recipients of the 2024 El Monte/South El Monte Chamber of Commerce State of the City Scholarships.

4.d. Mayor and City Council presented a proclamation, Proclaiming World Elder Abuse Awareness Day on June 15, 2024.

PRESENTATIONS (CONTINUED)

- 4.e.** Mayor and City Council presented a proclamation do Dianna Gomez, Senior Executive Assistant to the Council and Community Liaison, Proclaiming June 2024, as LGBTQ Pride Month.

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

City Attorney Anthony Taylor announced that the PowerPoint presentation under 9.a. will be presented later this evening also has paper copies available to the public, and announced a walk-on item received after the posting of the agenda, to be placed under Councilmembers' Agenda Item 12.a. "Mayor Olmos is requesting discussion and possible action on a request from the Negrete family to waive all fees for the use of the Senior Center on Sunday, June 23rd from 3pm to 7pm to celebrate the life of Pete Negrete. A longtime resident and former Little League President."

Motion by Councilmember Angel, seconded by Councilmember Delgado, to approve the agenda as amended. Motion passed 4-0-1, by the following vote:

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

6. PUBLIC COMMENT

Mayor Olmos opened public comment.

1. A birthday cake was presented to Councilmember Acosta by staff, City Council, and Chris Knight, Director of Marketing and Membership, El Monte/South El Monte Chamber of Commerce.
2. Eduardo Saucedo, resident, voiced concern on the prior council meeting discussion considering the removal of plaques at the Senior Center and Community Center.
3. Chris Knight, Director of Marketing and Membership, El Monte/South El Monte Chamber of Commerce, introduced Sebastian Castillo, a new intern for the El Monte/South El Monte Chamber of Commerce.

7. CONSENT CALENDAR

- 7.a.** Approved the Minutes for the May 28, 2024, Regular City Council Meeting.
- 7.b.** Authorized payment of City expenditures for the period of May 29, 2024, through June 11, 2024, totaling \$1,443,012.74.

CONSENT CALENDAR (CONTINUED)

- 7.c. Adopted Resolution No. 24-183, accepting the completion of the Lighting Energy Efficiency Upgrade Services; authorized City Clerk to send the Notice of Completion for recordation to the Los Angeles County Recorder's Office; and release retention accordingly.
- 7.d. Adopted Resolution No. 24-184, accepting the completion for the Community Center Basketball Gym Flooring Improvements Project; authorized City Clerk to send the Notice of Completion for recordation to the Los Angeles County Recorder's Office; and release retention accordingly.
- 7.e. Adopted Resolution No. 24-185, Calling Election; adopted Resolution No. 24-186, Consolidating Election (and service); and adopted Resolution No. 24-187, Setting Regulations for Candidate Statements.
- 7.f. Adopted Resolution No. 24-188, approving Amendment No. 1 renewing and extending the current agreement between the City and the County for three (3) additional one (1) year terms; and authorized City Manager or designee to execute agreement.
- 7.g. Adopted Resolution No. 24-189, allowing the City to program TDA funds for FY 2023-24 and FY 2024-25 for Citywide Sidewalk Improvement Projects; and allowing the City Manager to adjust the TDA program budgets as necessary throughout FY 2023-24 and FY 2024-25, for the timely expenditure of TDA funds according to the Los Angeles County Metropolitan Transportation Authority guideline.
- 7.h. Adopted Resolution No. 24-190, approving entering into a Teaming Agreement with CORE to collaborate on a two-year South El Monte Extreme Heat Action Plan (SEMEHAP); and authorized City Manager or designee to negotiate and execute the agreement.
- 7.i. Approved Resolution No. 24-191 authorizing retiree medical payment longevity incentive for represented city employees with 40 or more years of service to the City.

8. PUBLIC HEARINGS – None

9. GENERAL BUSINESS

9.a. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 24-192, ADOPTING THE FISCAL YEAR (FY) 2024-25 BUDGET.

Mayor Olmos announced the item and Rene Salas, City Manager, introduced Masami Higa, Director of Finance, who provided a PowerPoint presentation.

Motion by Councilmember Angel, seconded by Councilmember Acosta, to adopt an annual budget by June 30. As the City is still in negotiations with its employees'

labor unions, staff recommends City Council adopt a tentative Fiscal Year 2024-25 Budget subject to change when agreements are reached with its employees' labor unions. ~~Motion passed 3-1-1, by the following vote:~~

Substitute Motion was made by Councilmember Delgado to approve the budget to include \$125,000, which is the additional funding to fund 50% of the dedicated Student Resource Officer position at the South El Monte High School.

There being no second, the substitute motion failed.

A vote was taken on the main motion.

Motion passed 3-1-1, by the following vote:

AYES: Councilmember(s): Acosta, Angel, and Mayor Olmos

NAYS: Councilmember(s): Delgado

EXCUSED: Councilmember(s): Mayor Pro Tem Bojorquez

10. COMMITTEE REPORTS, INCLUDING AB 1234 REPORTS

Councilmember Acosta announced he attended the following: Vacco Industries' 70th Anniversary Celebration, South El Monte T-Ball League End of Season Banquet, New Temple Elementary School promotions, Dean L. Shively Middle School promotions, Miramonte Elementary School promotions, Epiphany Catholic School promotions, Shively Baccalaureate and South El Monte High School graduations, City vs. City Bowl for Charity Event, Taste of Rio Fundraiser, and National Little League Tournament of Champions games.

Mayor Pro Tem Bojorquez – Excused.

Councilmember Delgado announced he attended the following: Foothill Transit Annual Governing Board Meeting, South El Monte High School graduation, Dean L. Shively Middle School 8th graders promotion, and City vs. City Bowl for Charity Event.

Councilmember Angel announced he attended the following: New Temple Elementary School promotions, Dean L. Shively Middle School promotions, Miramonte Elementary School promotions, Epiphany Catholic School promotions, Shively Baccalaureate and South El Monte High School graduations, Taste of Rio Fundraiser, National Little League Tournament of Champions games, and Senior Services Volunteer Recognition Dinner.

Mayor Olmos announced she attended the following: Vacco Industries' 70th Anniversary Celebration, South El Monte T-Ball League End of Season Banquet, New Temple Elementary School promotions, Dean L. Shively Middle School promotions, Miramonte Elementary School 5th grader promotions, and Epiphany Catholic School promotions, Shively Baccalaureate and South El Monte High School graduations, Taste of Rio Fundraiser, and National Little League Tournament of Champions games, City's All Staff Meeting, thanked Greater El

Monte Community Hospital for receiving a 5-star rating, Senior Services Volunteer Recognition Dinner, and funeral services for business owner and resident Ernie Omana.

11. CORRESPONDENCE – None

12. COUNCILMEMBERS' AGENDA

12.a. MAYOR GLORIA OLMOS

1. Request from the Negrete family to waive all fees for the use of the Senior Center on Sunday, June 23, 2024, from 3pm to 7pm to celebrate the life of Pete Negrete. A longtime resident and former Little League President.

RECOMMENDATION: Discussion and/or action.

Mayor Olmos presented her item.

Motion by Councilmember Delgado, seconded by Councilmember Angel to approve waiving all fees for the use of the Senior Center on Sunday, June 23, 2024, from 3pm to 7pm to celebrate the life of Pete Negrete. A longtime resident and former Little League President.

Motion passed 4-0-1, by the following vote:

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

13. CLOSED SESSION

At 7:53 p.m. Anthony R. Taylor, City Attorney, recessed Council into closed session.

13.a. CONFERENCE WITH LABOR NEGOTIATOR

Pursuant to Government Code Section 54957.6

City Negotiator: City Manager
Employee Organizations: South El Monte Employees Association

13.b. CONFERENCE WITH LABOR NEGOTIATOR

Pursuant to Government Code Section 54957.6

City Negotiator: City Manager

Employee Organizations: South El Monte Executive Management Team Association

At 8:24 p.m. Mayor Olmos reconvened the meeting with Mayor Pro Tem Bojorquez excused, all other Councilmembers present.

Anthony R. Taylor, City Attorney, announced City Council discussed Items 13.a. and 13.b., no reportable action.

14. ADJOURNMENT

There being no further business coming before this body, at 8:25 p.m. Mayor Olmos adjourned the meeting in honor of Peter Negrete, resident of South El Monte and former Little League President, to a Regular City Council Meeting on Tuesday, June 25, 2024, at 6:00 p.m.

Sabrina Muhne, Interim City Clerk

Gloria Olmos, Mayor



City Council Agenda Report

Agenda Item No. 7.b.

DATE: July 9, 2024

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Sabrina Muhne, Interim City Clerk

SUBJECT: CONSIDERATION AND APPROVAL OF THE REGULAR CITY COUNCIL MEETING MINUTES OF JUNE 25, 2024

SUMMARY: Staff is requesting approval of Minutes for the June 25, 2024, Regular City Council Meeting.

RECOMMENDED ACTION: Staff is requesting approval of Minutes for the June 25, 2024, Regular City Council Meeting.

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

A. DRAFT Reg CC Mtg Minutes 6-25-24

CITY OF SOUTH EL MONTE
REGULAR CITY COUNCIL MEETING MINUTES
Tuesday, June 25, 2024 - 6:00 PM
1415 Santa Anita Avenue, South El Monte, California 91733

Mayor Olmos called the meeting to order at 6:02 p.m.

1. ROLL CALL

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

ABSENT: Councilmember(s): None

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

STAFF PRESENT VIA ZOOM: John Poehler, Director of Public Works; and Ariana De La Cruz, Director of Community Services.

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.a. Presentation by Ms. Sil Ruiz, Librarian, South El Monte Library, on Library Resources and Programs.

4.b. Presentation by Dr. Anne K. Turner, Executive Director and Dean of Novel Programs, Claremont Lincoln University, on Lincoln Vibrant Communities Southern California Team Pilot Program.

4.c. Council received a report from Sheriff's Department Report for the Month of May 2024.

4.d. Council received a report from Code Enforcement and Public Safety Department Report for the Month of May 2024.

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

City Attorney Anthony Taylor announced that there are a couple edits to the pending agenda items. Under Consent Item 7.e. an update to the recommendation for the class and compensation specifications, is the job title of

the Job Permit Technician is changed to Code Enforcement Coordinator. Under the Public Hearing Item 8.a., there is an attachment, Exhibit A to Resolution 24-194. Both changes are publicly available. Also received a question from Councilmember Delgado regarding the Minutes and if at the pleasure of the Council, as part of the Approval of the Agenda as amended, direct that the Minutes be modified to also include the motion made by Councilmember Delgado that failed due to a second, or alternatively pull that item off Consent for discussion.

Motion by Mayor Pro Tem Bojorquez, seconded by Councilmember Delgado to approve the agenda as amended and to add an amendment to Item 7.a., Minutes of the May 14, 2024, Regular City Council Meeting, to include Councilmember Delgado's substitute motion that died for lack of a second. Motion passed 5-0, by the following vote:

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

NAYS: Councilmember(s): None

6. PUBLIC COMMENT

Mayor Olmos opened public comment.

There being no public comments, Mayor Olmos closed public comment.

7. CONSENT CALENDAR

Motion by Councilmember Angel, seconded by Councilmember Delgado to approve the Consent Calendar with discussion. Motion passed 5-0, by the following vote:

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

NAYS: Councilmember(s): None

7.a. Pulled the Minutes of the May 14, 2024, Regular City Council Meeting for amendment.

7.b. Adopted Resolution No. 24-193, authorizing payment of City expenditures.

7.c. Adopted "going dark" on Tuesday, August 13, 2024, and Tuesday, August 27, 2024.

7.d. Authorized the submittal of the grant application to the California Emerging Technology Fund (CETF) and related authorizations; and authorized the City Manager or designee to execute all documents as the signature authority.

CONSENT CALENDAR (CONTINUED)

- 7.e. Adopted the Resolutions No. 24-168 through 24-172 adding and/or revising the positions of Planning Manager, Code Enforcement Coordinator, Community Services Manager and Senior Services & Transportation Supervisor. The job title of Recreation Manager would be changed to Community Services Manager. The job title of Senior Services Supervisor would be changed to Senior Services & Transportation Supervisor, and the job title of Permit Technician would be changed to Code Enforcement Coordinator. The job title of Transportation and Senior Services Manager would be changed to Senior Public Works Analyst. Class Specifications for all five (5) positions would also be updated and/or revised.
- 7.f. Approved the construction bid package to solicit bids for the FY24/25 Pavement Rehabilitation Project – CDBG e.
- 7.g. Adopted Resolution No. 24-196, approving a Contract Change Order (CCO 01) to Elecnor Belco, Inc. for the Traffic Signal Improvements at Various Signalized Intersections Project in the amount of \$88,709.17; authorized the City Manager to increase Elecnor Belco, Inc.'s purchase order for the project from \$381,707.00 to \$470,416.17; and approved a revised 15% contingency amount of \$70,571.73: reflecting an increase to the original contingency amount of \$57,265.05 by \$13,306.38; for a new project construction budget amount not to exceed \$483,722.55.

8. PUBLIC HEARINGS

8.a. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 24-194, APPROVING SPECIAL ASSESSMENT FOR UNPAID TRASH COLLECTION FEES AS OF MARCH 31, 2024, DELINQUENT AND OUTSTANDING AT JUNE 1, 2024

Mayor Olmos announced the item.

Mayor Olmos opened the public hearing.

Mayor Olmos opened public comment, there being none, closed public comment.

Motion by Councilmember Acosta, seconded by Mayor Pro Tem Bojorquez, to open the public hearing; take public testimony and protests to the amount of the fees and the Report; close the public hearing; count/tabulate protests, announce results and consider all objections or protests, if any, to the Report; and assuming there is no majority protest by the owners of a majority of the separate parcels subject to the delinquent charges, then adopt, by a two-thirds vote of the Council membership, Resolution 24-194 (Attachment A hereto), approving the Report of delinquent accounts to be placed as special assessment on the FY2024-2025 property tax roll and authorizing the City Manager, or his designee, to submit to the Los Angeles County Assessor the delinquent account Report). Motion passed 5-0, by the following vote:

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

9. GENERAL BUSINESS

9.a. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 24-195, ADOPTING THE CITY'S FISCAL YEAR (FY) 2024-25 GANN APPROPRIATION LIMIT

Mayor Olmos announced the item and introduced Masami Higa, Director of Finance, who provided an oral report.

Motion by Councilmember Delgado, seconded by Mayor Pro Tem Bojorquez, to adopt Resolution No. 24-195, establishing the City's Appropriation Limit at \$182,659,067 for FY 2024-25. Motion passed 5-0, by the following vote:

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

10. COMMITTEE REPORTS, INCLUDING AB 1234 REPORTS

Councilmember Acosta announced he attended the following: Maria Cardoso's Retirement Event, the Summer Night Market, the Temple Station Sheriffs Explorer Scholarship Awards Ceremony, Movies in the Park, the Association for Los Angeles Deputy Sheriffs (ALADS) Annual Awards Banquet, funeral services for Pete Negrete, and congratulated Councilmember Angel for receiving the Legend Award from the South El Monte/El Monte Chamber of Commerce.

Mayor Pro Tem Bojorquez announced he attended the following: the Senior Center Father's Day Luncheon, the Summer Night Market, and the National Association of Latino Elected and Appointed Officials (NALEO) 41st Annual Conference.

Councilmember Delgado announced he attended the following: the Senior Center Father's Day Luncheon, the Summer Night Market, the National Association of Latino Elected and Appointed Officials (NALEO) 41st Annual Conference.

Councilmember Angel announced he attended the following: Maria Cardoso's Retirement Event, the Summer Night Market, the Temple Station Sheriffs Explorer Scholarship Awards Ceremony, Movies in the Park, the Senior Center Father's Day Luncheon, the National Association of Latino Elected and Appointed Officials (NALEO) 41st Annual Conference, and funeral services for Pete Negrete.

COMMITTEE REPORTS, INCLUDING AB 1234 REPORTS (CONTINUED)

Mayor Olmos announced she attended the following: National Little League softball games, graduations for Miramonte Elementary School and Monte Vista Elementary School, the Senior Center Father's Day Luncheon, the Healthy South El Monte Leadership Coalition Program, the Summer Night Market, Maria Cardoso's Retirement Event, the Temple Station Sheriffs Explorer Scholarship Awards Ceremony as well as City Council presenting a plaque and scholarship, the National Association of Latino Elected and Appointed Officials (NALEO) 41st Annual Conference, Movies in the Park, and made a reminder announcement that the Independence Day Fireworks Festival will be on Saturday, June 29th, at the South El Monte High School, and the regular 4th of July Celebration with no fireworks on Thursday, July 4th, at New Temple Park.

11. CORRESPONDENCE - None

12. COUNCILMEMBERS' AGENDA

12.a. MAYOR PRO TEM RUDY BOJORQUEZ

Request staff to provide a monthly report summary to City Council on all public records requests containing the date received, items requested and when a response was provided.

RECOMMENDATION: Discussion and/or action.

Staff was directed to provide to Mayor and City Council a link to public records requests received, and if necessary, provide an additional report containing data on the dates public records requests were received, what records were requested, and when staff responded to the request.

13. CLOSED SESSION

At 8:03 p.m. Anthony R. Taylor, City Attorney, recessed Council into closed session.

13.a. CONFERENCE WITH LABOR NEGOTIATOR

Pursuant to Government Code Section 54957.6

City Negotiator: City Manager

Employee Organizations: South El Monte Employees Association

13.b. CONFERENCE WITH LABOR NEGOTIATOR

Pursuant to Government Code Section 54957.6

City Negotiator: City Manager

Employee Organizations: South El Monte Executive Management Team Association

At 8:28 p.m. Mayor Olmos reconvened the meeting with all Councilmembers present.

City Attorney Anthony Taylor announced closed session items 13.a. and 13.b. were discussed with no reportable action at this time.

14. RECESS COUNCIL MEETING:

Mayor Olmos recessed the meeting at 8:29 p.m.

Mayor Olmos adjourned the Successor Agency meeting at 8:31 p.m.

Mayor Olmos reconvened the City Council Meeting at 8:31 p.m.

15. ADJOURNMENT

There being no further business coming before this body, at 8:31 p.m. Mayor Olmos adjourned the meeting to a Regular City Council Meeting on Tuesday, July 9, 2024, at 6:00 p.m.

Sabrina Muhne, Interim City Clerk

Gloria Olmos, Mayor



City Council Agenda Report

Agenda Item No. 7.c.

DATE: July 9, 2024

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. 24-197, APPROVING WARRANTS FOR THE PERIOD OF JUNE 26, 2024, THROUGH JULY 9, 2024

SUMMARY: Authorizing payment of City expenditures for the period of June 26, 2024, through July 9, 2024, totaling \$2,473,945.54.

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 24-197, authorizing payment of City expenditures.

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

- A. Resolution No. 24-197
- B. 070924 Expense Approval Report

ATTACHMENT A

RESOLUTION NO. 24-197

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL
ALLOWING CERTAIN CLAIMS AND DEMANDS FOR THE
PERIOD OF JUNE 26,2024, THROUGH JULY 9,2024,
TOTALING \$2,473,945.54.

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	Regular Warrants	06/26/24-07/09/24	14498-14610	\$2,264,492.13
Payroll	Check	PPE 06/22/24	1792-1820	\$23,534.36
Payroll	Direct Deposit	PPE 06/22/24	7087-7218	\$185,919.05

TOTAL EXPENDITURES RESOLUTION NO. 24-197, \$2,473,945.54

PASSED, APPROVED, AND ADOPTED this 9th day of July 2024.

Gloria Olmos, Mayor

ATTEST:

Sabrina Muhne, Interim City Clerk

Attachment: Exhibit A – Expense Report

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

I, Sabrina Muhne, Interim City Clerk of the City of South El Monte, do hereby certify that the foregoing Resolution, being Resolution No. 24-197, 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 9th day of July 2024, and that said Resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Sabrina Muhne, Interim City Clerk

ATTACHMENT B



South El Monte, CA

Warrant Register Council Meeting 07/09/24

Account Number	Vendor Name	Payment Number	Payment Date	Description (Item)	Amount
01.0151.1542.5952	DELILAH PONCE	14498	06/25/2024	4TH OF JULY BOXING OFFICIAL FEES	450.00
01.0170.1520.5430	J-2 CONTAINERS & STORAGE LLC	14499	06/25/2024	20 FT CONTAINER- EMERGENCY EQUIP STORAGE	3,246.25
01.0151.1542.5952	UNEED QURESHI	14500	06/25/2024	4TH OF JULY BOXING SHOW/ MEDICAN SCREEN	350.00
01.0160.1660.5520	WHITTIER FERTILIZER	14501	06/25/2024	TOPSOIL / SHIVELY FIELD	216.09
01.0160.1660.5520	WHITTIER FERTILIZER	14501	06/25/2024	FERTILIZER/ SHIVELY	104.74
01.0160.1660.5520	WHITTIER FERTILIZER	14501	06/25/2024	FERTILIZER/ SHIVELY	459.74
01.0160.1660.5520	WHITTIER FERTILIZER	14501	06/25/2024	FERTILIZER/ SHIVELY	1,405.69
01.0151.1543.5952	ZUMAYA RENTALS	14502	06/25/2024	6/27/24 RESTROOM RENTAL/ NIGHT MARKET	1,000.00
01.0151.1544.5210	DANIEL CORDOVA	14503	06/26/2024	4TH OF JULY DANCE FLOOR RENTAL	1,553.24
01.0151.1544.5210	DANIEL CORDOVA	14504	06/26/2024	FIREWORK SHOW DANCE FLOOR RENTAL	1,450.24
68.0000.0000.2510	GENTRY BROTHERS INC	14505	06/26/2024	RETENTION	(47,334.84)
68.0900.9000.5968	GENTRY BROTHERS INC	14505	06/26/2024	MAY'24 CON/MER GRNW PJT#407	434,291.00
68.0900.9000.5968	GENTRY BROTHERS INC	14505	06/26/2024	MAY'24 CON/MER GRNW PJT#407	81,777.00
68.0900.9000.5968	GENTRY BROTHERS INC	14505	06/26/2024	MAY'24 CON/MER GRNW PJT#407	115,000.00
68.0900.9000.5968	GENTRY BROTHERS INC	14505	06/26/2024	MAY'24 CON/MER GRNW PJT#407	126,516.19
68.0900.9000.5968	GENTRY BROTHERS INC	14505	06/26/2024	MAY'24 CON/MER GRNW PJT#407	189,112.90
01.0100.1050.5938	GEORGE LOPEZ	14506	06/26/2024	SUMMER 2024 EDUCATION REIMB	1,437.00
01.0100.1060.5943	APMFG FABRICATORS INC.	14507	06/26/2024	20FT SOLAR SPOKE SHELTER RPLCMT- DEPOSIT	12,094.02
01.0100.1020.5180	MARIA CARDOSO	14508	06/27/2024	MEDICAL INSURANCE	11,112.13
17.0900.9020.6025	AC PROS, INC	14509	07/03/2024	MAY'24 HVAC UPGRADES/CON	(12,221.75)
17.0900.9020.6025	AC PROS, INC	14509	07/03/2024	MAY'24 HVAC UPGRADES/CON	256,656.75
01.0150.1515.5204	ALEJANDRO MIRAMONTES DE ANDA	14510	07/03/2024	JUNE'24 PC MEETING	100.00
01.0100.1030.5215	ALESHIRE & WYNDER, LLP	14511	07/03/2024	MAY'24 GENERAL	3,402.00
01.0100.1030.5215	ALESHIRE & WYNDER, LLP	14511	07/03/2024	MAY'24 SPECIAL PJTS	2,164.20
01.0100.1030.5215	ALESHIRE & WYNDER, LLP	14511	07/03/2024	MAY'24 LITIGATION	1,537.00
01.0100.1030.5215	ALESHIRE & WYNDER, LLP	14511	07/03/2024	MAY'24 PERSONNEL	4,175.20
01.0100.1030.5215	ALESHIRE & WYNDER, LLP	14511	07/03/2024	MAY'24 PLANNING	1,006.36
01.0100.1030.5215	ALESHIRE & WYNDER, LLP	14511	07/03/2024	MAY'24 P.W ENGINEERING	9,514.60
01.0100.1030.5215	ALESHIRE & WYNDER, LLP	14511	07/03/2024	MAY'24 FINANCE	4,165.50
01.0100.1030.5215	ALESHIRE & WYNDER, LLP	14511	07/03/2024	MAY'24 CODE ENFORCEMENT	7,915.80
01.0100.1030.5215	ALESHIRE & WYNDER, LLP	14511	07/03/2024	MAY'24 SUCCESSOR AGENCY	667.00
01.0100.1030.5215	ALESHIRE & WYNDER, LLP	14511	07/03/2024	MAY'24 HOUSING	5,872.80
01.0100.1030.5215	ALESHIRE & WYNDER, LLP	14511	07/03/2024	MAY'24 REFUSE	493.00
01.0100.1030.5215	ALESHIRE & WYNDER, LLP	14511	07/03/2024	MAY'24 ADDITIONAL SVCS	58.00
01.0160.1650.5520	AMAZON CAPITAL SERVICES, INC	14512	07/03/2024	AMERICAN FLAG / NTP	40.74
01.0160.1660.5520	AMAZON CAPITAL SERVICES, INC	14512	07/03/2024	AMERICAN FLAG / SHIVELY	40.74
01.0160.1670.5520	AMAZON CAPITAL SERVICES, INC	14512	07/03/2024	AMERICAN FLAG / MVD	40.74
01.0100.1050.5406	AMAZON CAPITAL SERVICES, INC	14512	07/03/2024	LABEL MAKER	44.09
01.0100.1050.5908	AMAZON CAPITAL SERVICES, INC	14512	07/03/2024	TRAINING SNACKS	111.07
01.0120.1210.5406	AMAZON CAPITAL SERVICES, INC	14512	07/03/2024	PASSPORT SUPPLIES	81.56

01.0150.1540.5406	AMAZON CAPITAL SERVICES, INC	14512	07/03/2024	CITY PHONE SUPPLIES	66.04
01.0170.1020.5956	AMAZON CAPITAL SERVICES, INC	14512	07/03/2024	3 RING BINDERS - BLDGS	21.60
44.0800.8010.5406	AMAZON CAPITAL SERVICES, INC	14512	07/03/2024	PHONE SUPPLIES/ TRANSPORTATION	292.00
44.0800.8010.5406	AMAZON CAPITAL SERVICES, INC	14512	07/03/2024	IPHONE CHARGERS/ TRANSPORTATION	16.53
01.0120.1210.5406	AMAZON CAPITAL SERVICES, INC	14512	07/03/2024	PASSPORT LAPTOP STAND	36.51
01.0150.1530.5952	AMAZON CAPITAL SERVICES, INC	14512	07/03/2024	4TH OF JULY EVENT SUPPLIES	134.40
01.0100.1050.5406	AMAZON CAPITAL SERVICES, INC	14512	07/03/2024	ERGONOMIC CHAIR	264.05
01.0170.1020.5956	AMAZON CAPITAL SERVICES, INC	14512	07/03/2024	YARD DEPT SUPPLIES	132.33
01.0100.1040.5922	AMAZON CAPITAL SERVICES, INC	14512	07/03/2024	4TH OF JULY DECOR	15.40
01.0170.1020.5956	AMAZON CAPITAL SERVICES, INC	14512	07/03/2024	SUNBLOCK / YARD	425.10
01.0100.1040.5922	AMAZON CAPITAL SERVICES, INC	14512	07/03/2024	COMMUNICATION VIDEO EQUIP	296.56
01.0151.1543.5952	AMAZON CAPITAL SERVICES, INC	14512	07/03/2024	SPECIAL EVENT SUPPLIES	81.98
01.0100.1050.5406	AMAZON CAPITAL SERVICES, INC	14512	07/03/2024	WRISTBANDS	98.12
01.0160.1640.5520	AMAZON CAPITAL SERVICES, INC	14512	07/03/2024	POOL PUMP CONTROL	282.24
44.0800.8010.5406	AMAZON CAPITAL SERVICES, INC	14512	07/03/2024	PHONE CASES/ TRANSPORTATION	106.89
01.0170.1020.5956	AMAZON CAPITAL SERVICES, INC	14512	07/03/2024	YARD DEPT SUPP/ YARD	14.10
01.0151.1543.5952	AMAZON CAPITAL SERVICES, INC	14512	07/03/2024	SPECIAL EVENT SUPPLIES CREDIT	(44.09)
01.0160.1650.5520	AMAZON CAPITAL SERVICES, INC	14512	07/03/2024	BABY CHANGING TABLE	351.64
01.0160.1620.5520	AMAZON CAPITAL SERVICES, INC	14512	07/03/2024	ZAPPER LIGHT BULB REPLACEMENT/ SCTR	50.24
01.0140.1440.5406	AMAZON CAPITAL SERVICES, INC	14512	07/03/2024	BLDG INSPECTOR SUPPLIES	14.02
01.0140.1430.5406	AMAZON CAPITAL SERVICES, INC	14512	07/03/2024	DEPT SUPPLIES	286.48
01.0130.1330.5932	AMOBIOUS GROUP INC	14513	07/03/2024	PASSPORT BOOKING SYSTEM	810.00
01.0000.0000.4560	ANA PEREZ	14514	07/03/2024	SWIM LESSONS DISCOUNT REFUND	10.00
01.0000.0000.4560	ARANTXA CEJA	14515	07/03/2024	SWIM LESSONS DISCOUNT REFUND	10.00
02.0170.1760.5535	BEAR ELECTRICAL SOLUTIONS, INC	14516	07/03/2024	TRAFFIC SIGN. MAINT/ ROUTINE	2,225.00
02.0170.1760.5535	BEAR ELECTRICAL SOLUTIONS, INC	14516	07/03/2024	TRAFFIC SIGN. MAINTENANCE	4,794.00
01.0000.0000.4554	BETTY BILBREY VELASQUEZ	14517	07/03/2024	6/15/24 MVD GAZEBO DAMAGE DEPOSIT RFND	50.00
01.0000.0000.4560	BING ZHANG	14518	07/03/2024	SWIN LESSONS DISCOUNT REFUND	10.00
01.0140.1430.5215	BLACK KNIGHT DATA & ANALYTICS, LLC	14519	07/03/2024	6/8-7/7/24 MONTHLY SUBSCRIPTION	150.00
01.0150.1515.5204	BLANCA M. FIGUEROA	14520	07/03/2024	JUNE'24 PC MEETING	100.00
01.0000.0000.4560	BRENDA HERNANDEZ	14521	07/03/2024	SWIM LESSONS DISCOUNT REFUND	10.00
01.0140.1440.5215	BUREAU VERITAS NORTH AMERICAN INC.	14522	07/03/2024	MAY'24 BLDG INSPECTOR SVCS	9,502.93
01.0140.1440.5215	BUREAU VERITAS NORTH AMERICAN INC.	14522	07/03/2024	MAY'24 BLDG OFFICIAL SVCS	1,550.00
01.0100.1010.5914	CALIFORNIA CONTRACT CITIES ASSOC	14523	07/03/2024	FY23-24 MEMBERSHIP	4,000.00
01.0000.0000.4554	CELIA CAMACHO	14524	07/03/2024	6/16/24 MVD COMM RM/ DAMAGE DEPOSIT RFND	50.00
01.0000.0000.4554	CELINA ARELI TORRES RIVERA	14525	07/03/2024	6/23/24 MVD GAZEBO DAMAGE DEPOSIT RFND	50.00
01.0000.0000.4560	CHRISTINA DELGADO	14526	07/03/2024	SWIM LESSONS DISCOUNT REFUND	10.00
01.0000.0000.4560	CHRISTINA VILLASENOR	14527	07/03/2024	SWIM LESSONS DISCOUNT REFUND	25.00
01.0120.1210.5931	CIVICPLUS, LLC	14528	07/03/2024	JULY'24-JUNE'25 CIVIC CLERK RENEWAL	16,661.60
01.0170.1710.5520	CLEANLEAF ENERGY HOLDINGS, INC	14529	07/03/2024	CELLULAR GATEWAY/ CHALL	868.32
01.0100.1050.5936	CONCENTRA	14530	07/03/2024	MAY'24 NEW HIRE PHYSICALS	1,225.00
01.0100.1050.5936	CONCENTRA	14530	07/03/2024	JUNE'24 NEW HIRE PHYSICALS	1,715.00
01.0100.1050.5936	CONCENTRA	14530	07/03/2024	JUNE'24 NEW HIRE PHYSICALS	980.00
01.0140.1430.5931	COSTAR REALTY INFORMATION, INC	14531	07/03/2024	JUNE-AUG'24 QUARTERLY LICENSING	2,765.67
01.0000.0000.4560	DANIEL GARCIA	14532	07/03/2024	SWIM LESSONS DISCOUNT REFUND	10.00
01.0000.0000.4560	DANIEL PRIETO	14533	07/03/2024	SWIM LESSONS DISCOUNT REFUND	85.00
01.0100.1050.5934	DEPT. OF JUSTICE-ACCOUNTING OFFICE	14534	07/03/2024	MAY'24 FINGERPRINTS	608.00
01.0000.0000.4508	DESIREE MARTINEZ	14535	07/03/2024	DAY CAMP PARTIAL REFUND	40.00
06.0300.3010.5430	DRIFTWOOD DAIRY, INC	14536	07/03/2024	MILK/ CI & CII NUTR PRGM	450.22

06.0300.3020.5430	DRIFTWOOD DAIRY, INC	14536	07/03/2024	MILK/ CI & CII NUTR PRGM	50.02
06.0300.3010.5430	DRIFTWOOD DAIRY, INC	14536	07/03/2024	MILK/ CI & CII NUTR PRGM	221.89
06.0300.3020.5430	DRIFTWOOD DAIRY, INC	14536	07/03/2024	MILK/ CI & CII NUTR PRGM	24.65
01.0170.1720.5520	DUNN-EDWARDS CORPORATION	14537	07/03/2024	MASKING TAPE	86.18
01.0160.1620.5520	ECOLAB PEST ELIM. DIVISION	14538	07/03/2024	OCT'24 PEST CONTROL/ SCTR	321.59
01.0160.1620.5520	ECOLAB PEST ELIM. DIVISION	14538	07/03/2024	MAR'24 PEST CONTROL/ SCTR	321.59
01.0160.1610.5520	ECOLAB PEST ELIM. DIVISION	14538	07/03/2024	MAY'24 PEST CONTROL/ CCTR	74.02
01.0170.1710.5520	ECOLAB PEST ELIM. DIVISION	14538	07/03/2024	MAY'24 PEST CONTROL/ CHALL	208.00
01.0160.1620.5520	ECOLAB PEST ELIM. DIVISION	14538	07/03/2024	MAY'24 PEST CONTROL/ SCTR	321.59
01.0160.1610.5520	ECOLAB PEST ELIM. DIVISION	14538	07/03/2024	JUNE'24 PEST CONTROL/ CCTR	79.20
01.0170.1710.5520	ECOLAB PEST ELIM. DIVISION	14538	07/03/2024	JUNE'24 PEST CONTROL/ CHALL	222.56
01.0100.1050.5406	EL MONTE PRINTING	14539	07/03/2024	BUSINESS CARDS	55.13
40.0900.9000.5968	ELECNR BELCO ELECTRIC, INC	14540	07/03/2024	MAY'24 CON VAR SIGNALS RET#295	(8,868.36)
40.0900.9000.5968	ELECNR BELCO ELECTRIC, INC	14540	07/03/2024	MAY'24 CON VAR SIGNALS#295	177,367.10
01.0000.0000.4560	EVELYN PEREZ	14541	07/03/2024	SWIM LESSONS DISCOUNT REFUND	25.00
01.0170.1710.5520	EVOLUTION MECHANICAL, INC.	14542	07/03/2024	BROILER REPAIR CHALL	678.56
01.0170.1750.5520	EWING IRRIGATION	14543	07/03/2024	IRRIG REPAIR SUPP / DURFEE & PECK MEDIAN	64.89
01.0170.1750.5520	EWING IRRIGATION	14543	07/03/2024	MEDIAN REPAIR SUPP/ DURFEE & PECK	92.11
01.0160.1660.5520	EWING IRRIGATION	14543	07/03/2024	IRRIGATION PARTS SHIEVLEY	302.12
01.0140.7020.5956	GALLS LLC	14544	07/03/2024	CODE ENFORCEMENT UNIFORMS/ C. ALVAREZ	274.49
01.0140.1100.5956	GALLS LLC	14544	07/03/2024	PARKING ENFORCEMENT UNIFORMS/ J. DIAZ	274.49
01.0140.7020.5956	GALLS LLC	14544	07/03/2024	CODE ENFORCEMENT UNIFORMS/ J. MARTINEZ	227.43
01.0140.1100.5956	GALLS LLC	14544	07/03/2024	PARKIN ENFORCEMENT UNIFORMS/ J. DIAZ	16.09
01.0140.1100.5956	GALLS LLC	14544	07/03/2024	CODE ENFORCEMENT UNIFORMS/ A. VARGAS	83.78
01.0140.1100.5956	GALLS LLC	14544	07/03/2024	PARKING ENFORCEMENT UNIFORMS/ A. VARGAS	30.86
01.0140.7020.5956	GALLS LLC	14544	07/03/2024	CODE ENFORCEMENT UNIFORMS/ D. PITONES	65.21
01.0140.7020.5956	GALLS LLC	14544	07/03/2024	CODE ENFORCEMENT UNIFORMS/ C. ALVAREZ	147.29
01.0140.7020.5956	GALLS LLC	14544	07/03/2024	CODE ENFORCEMENT UNIFORMS/ D. PITONES	219.60
01.0140.7020.5956	GALLS LLC	14544	07/03/2024	CODE ENFORCEMENT UNIFORMS/ J. MARTINEZ	534.01
01.0140.1100.5956	GALLS LLC	14544	07/03/2024	PARKING ENFORCEMENT UNIFORMS/ A. VARGAS	317.49
01.0140.7020.5956	GALLS LLC	14544	07/03/2024	CODE ENFORCEMENT UNIFORMS/ J. MARTINEZ	69.23
01.0140.7020.5956	GALLS LLC	14544	07/03/2024	CODE ENFORCEMENT UNIFORMS/ J. MARTINEZ	180.25
01.0140.7020.5956	GALLS LLC	14544	07/03/2024	CODE ENFORCEMENT UNIFORMS/ J. MARTINEZ	18.39
01.0140.1100.5956	GALLS LLC	14544	07/03/2024	PARKING ENFORCEMENT UNIFORMS/ A. VARGAS	26.15
01.0140.1100.5956	GALLS LLC	14544	07/03/2024	PARKING ENFORCEMENT UNIFORMS/ F. LUCAS	305.35
01.0140.7020.5956	GALLS LLC	14544	07/03/2024	CODE ENFORCEMENT UNIFORMS/ C. ALVAREZ	160.88
01.0140.1100.5956	GALLS LLC	14544	07/03/2024	PARKING ENFORCEMENT UNIFORMS/ F. LUCAS	177.94
01.0140.1100.5956	GALLS LLC	14544	07/03/2024	PARKING ENFORCEMENT UNIFORMS/ A. VARGAS	867.62
01.0140.1100.5956	GALLS LLC	14544	07/03/2024	PARKING ENFORCEMENT UNIFORMS/ J. DIAZ	211.01
01.0140.1100.5956	GALLS LLC	14544	07/03/2024	PARKING ENFORCEMENT UNIFORMS/ A. VARGAS	188.96
01.0140.1100.5956	GALLS LLC	14544	07/03/2024	PARKING ENFORCEMENT UNIFORMS/ F. LUCAS	9.84
01.0140.1100.5956	GALLS LLC	14544	07/03/2024	PUBLIC SAFETY UNIFORMS/ J. DIAZ	30.86
01.0100.1050.5914	GOVERNMENT JOBS.COM, INC.	14545	07/03/2024	AUG'24-AUG'25 YEARLY SUBSCRIPTION	1,258.51
01.0160.1620.5520	GRANT'S TRUE VALUE HARDWARE	14546	07/03/2024	DRILL BITS SCTR	50.03
01.0170.1720.5520	GRANT'S TRUE VALUE HARDWARE	14546	07/03/2024	LETTER FR STAMPED KEYS	59.39
02.0170.1760.5962	GRANT'S TRUE VALUE HARDWARE	14546	07/03/2024	CURB PAINT TOOLS	35.16
01.0160.1620.5520	GRANT'S TRUE VALUE HARDWARE	14546	07/03/2024	BENCH REPAIR SUPP	37.38
01.0160.1620.5520	GRANT'S TRUE VALUE HARDWARE	14546	07/03/2024	BOLTS & NUTS/ SCTR	13.97
01.0160.1660.5520	GRANT'S TRUE VALUE HARDWARE	14546	07/03/2024	FOUNTAIN INSTALL	10.76

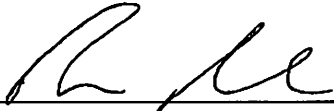
01.0160.1620.5520	GRANT'S TRUE VALUE HARDWARE	14546	07/03/2024	BENCH PARTS	30.98
01.0160.1620.5520	GRANT'S TRUE VALUE HARDWARE	14546	07/03/2024	SUPPLIES NEW OUTLET	33.37
01.0160.1610.5520	GRANT'S TRUE VALUE HARDWARE	14546	07/03/2024	ELECTRICAL SUPPLIES	13.13
01.0160.1610.5520	GRANT'S TRUE VALUE HARDWARE	14546	07/03/2024	DRYWALL SCREWS	9.34
01.0160.1620.5520	GRANT'S TRUE VALUE HARDWARE	14546	07/03/2024	PRIMER/ SCTR	37.39
01.0160.1650.5520	GRANT'S TRUE VALUE HARDWARE	14546	07/03/2024	WATER FOUNTAIN REPAIR	12.10
01.0160.1650.5520	GRANT'S TRUE VALUE HARDWARE	14546	07/03/2024	NTP CURB PAINT	57.13
01.0000.0000.4560	GRECIA VALIENTE	14547	07/03/2024	SWIM LESSON DISCOUNT REFUND	10.00
01.0000.0000.4560	GUOWEI HU	14548	07/03/2024	SWIM LESSONS DISCOUNT REFUND	25.00
01.0000.0000.4508	HAN SHAO	14549	07/03/2024	SUMMER CAMP REFUND	600.00
01.0160.1640.5425	HASA INC.	14550	07/03/2024	6/19/24 CHEMICAL DELIVERY	858.90
01.0130.1310.5904	HINDERLITER, DE LLAMAS & ASSOC	14551	07/03/2024	APR-JUNE'24 TRANSACTION TAX	600.00
06.0300.3010.5215	HUNTINGTON CULINARY	14552	07/03/2024	6/3-6/7/24 CI & CII NUTR MEALS	4,973.75
06.0300.3020.5215	HUNTINGTON CULINARY	14552	07/03/2024	6/3-6/7/24 CI & CII NUTR MEALS	574.75
06.0300.3010.5215	HUNTINGTON CULINARY	14552	07/03/2024	6/10-6/14/24 CI & CII NUTR PRGM	5,548.75
06.0300.3020.5215	HUNTINGTON CULINARY	14552	07/03/2024	6/10-6/14/24 CI & CII NUTR PRGM	574.75
01.0120.1210.5920	ICC GENERAL CODE, INC	14553	07/03/2024	GENERAL CODE SUPPLEMENTS	6,195.00
01.0160.1650.5520	INDUSTRIAL PIPE & STEEL	14554	07/03/2024	FIX ELEC BOX	28.29
01.0000.0000.4560	JASMINE CHAVEZ	14555	07/03/2024	SWIM LESSONS DISCOUNT REFUND	10.00
02.0170.1760.5540	JCL TRAFFIC SERVICES	14556	07/03/2024	TRAFFIC SIGNS / STRTS	5,234.78
01.0151.1543.5952	JCL TRAFFIC SERVICES	14556	07/03/2024	NIGHT MARKET TRAFFIC SIGNS	1,750.00
02.0170.1760.5540	JCL TRAFFIC SERVICES	14556	07/03/2024	REPLACEMENT STREET SIGNS	323.31
02.0170.1760.5540	JCL TRAFFIC SERVICES	14556	07/03/2024	NEW STREET NAME SIGNS	132.85
02.0170.1760.5540	JCL TRAFFIC SERVICES	14556	07/03/2024	REPLACEMENT STREET SIGNS	516.96
02.0170.1760.5540	JCL TRAFFIC SERVICES	14556	07/03/2024	SIGN ADHESIVE	124.03
02.0170.1760.5540	JCL TRAFFIC SERVICES	14556	07/03/2024	REPLACEMENT STREET SIGNS	2,477.59
01.0140.1410.5204	JEFFREY MICHAEL ORTIZ	14557	07/03/2024	JUNE'24 PC MEETING	150.00
01.0000.0000.4560	JENNIFER CHAVEZ	14558	07/03/2024	SWIM LESSONS PARTIAL REFUND	30.00
01.0000.0000.4560	JESUS DELGADO	14559	07/03/2024	SWIM LESSONS DISCOUNT REFUND	25.00
27.0575.5710.5215	JOHN L. HUNTER AND ASSOCIATES, INC.	14560	07/03/2024	DEC'23 BCR PRGM SVCS	522.50
27.0575.5710.5215	JOHN L. HUNTER AND ASSOCIATES, INC.	14560	07/03/2024	NOV'23 BCR PRGM SVCS	95.00
01.0140.1475.5255	JOHN L. HUNTER AND ASSOCIATES, INC.	14560	07/03/2024	NOV'23 IW PRGM SVCS	2,121.00
01.0140.1475.5255	JOHN L. HUNTER AND ASSOCIATES, INC.	14560	07/03/2024	DEC'23 IW PRGM SVCS	2,937.25
25.0550.5510.5215	JOHN L. HUNTER AND ASSOCIATES, INC.	14560	07/03/2024	NOV'23 USED OIL RECYCLING	202.50
01.0000.0000.4560	JOSEPH JAUREGUI	14561	07/03/2024	SWIM LESSON REFUND	30.00
01.0000.0000.4560	KELVIN CHAU	14562	07/03/2024	SWIM LESSONS DISCOUNT REFUND	10.00
01.0140.1410.5204	KENNETH EUEKHEANG TANG	14563	07/03/2024	JUNE'24 PC MEETING	150.00
01.0000.0000.4560	KIMBERLY SYLVERS	14564	07/03/2024	SWIM LESSONS DISCOUNT REFUND	10.00
02.0170.1760.5540	L.A. COUNTY DEPT OF PUBLIC WORKS	14565	07/03/2024	23-24 CATCH BASIN CLEAN OUT- SEWAGE SVCS	1,010.00
01.0110.1110.5220	L.A. COUNTY SHERIFF'S DEPT.	14566	07/03/2024	MAY'24 B/W PATROL FORD EXPLR	17,640.16
01.0110.1110.5220	L.A. COUNTY SHERIFF'S DEPT.	14566	07/03/2024	MAY'24 GRANT SPL ASSIGN DEPUTY	18,883.78
01.0110.1110.5220	L.A. COUNTY SHERIFF'S DEPT.	14566	07/03/2024	MAY'24 SPL ASSIGN DEPUTY	108,072.64
01.0110.1110.5220	L.A. COUNTY SHERIFF'S DEPT.	14566	07/03/2024	MAY'24 LAW ENFORCEMENT SVCS	332,863.76
01.0110.1110.5610	L.A. COUNTY SHERIFF'S DEPT.	14566	07/03/2024	MAY'24 LIABILITY INSURANCE	55,178.42
01.0000.0000.4560	LAUINA DEVERY	14567	07/03/2024	SWIM LESSONS DISCOUNT REFUND	10.00
01.0170.1720.5406	LBC LIGHTING	14568	07/03/2024	LIGHT DIMMER/ YARD	52.81
01.0170.1710.5520	LBC LIGHTING	14568	07/03/2024	LIGHT DIMMER/ CHALL	66.09
01.0170.1710.5520	LBC LIGHTING	14568	07/03/2024	LIGHT PANEL / CHALL	198.28
01.0160.1650.5520	LBC LIGHTING	14568	07/03/2024	LIGHTS/ NTP	77.16

01.0160.1650.5520	LBC LIGHTING	14568	07/03/2024	LIGHTS/ NTP	154.33
01.0100.1010.5914	LEAGUE OF CALIFORNIA CITIES	14569	07/03/2024	JULY'24-AUG'25 ANNUAL MEMBERSHIP	1,149.75
01.0140.1410.5204	LEONEL A. BARRERA JR	14570	07/03/2024	JUNE'24 PC MEETING	150.00
01.0160.1610.6025	LIGHT & POWER INTERNATIONAL	14571	07/03/2024	COMMUNITY DANCE FLOOR	19,800.00
01.0000.0000.4560	MARIA SORMIENTO	14572	07/03/2024	SWIM LESSONS DISCOUNT REFUND	10.00
01.0000.0000.4560	MARISSA SOLORIZANO	14573	07/03/2024	SWIM LESSONS DISCOUNT REFUND	10.00
02.0170.1760.5540	MEISTER SEALCOAT & SUPPLIES, LLC	14574	07/03/2024	ASHALT HOTPATCH CITYWIDE	2,499.08
02.0170.1760.5540	MEISTER SEALCOAT & SUPPLIES, LLC	14574	07/03/2024	POT HOLE PATCH CITYWIDE	2,499.08
01.0130.1330.5215	MODERN IT, INC	14575	07/03/2024	FIREWALL PROFESSIONAL SVCS	18,987.50
01.0130.1330.5215	MODERN IT, INC	14575	07/03/2024	FIREWALL PROFESSIONAL SVCS	79.60
01.0130.1330.5215	MODERN IT, INC	14575	07/03/2024	RHOMBUS CAMERA PROJECT	412.06
01.0151.1543.5952	MOTION PICTURE LICENSING CORP.	14576	07/03/2024	JULY'24-JULY'25 MPLC LICENSE RENEWAL	1,153.46
44.0800.8020.5215	NADA BUS, INC.	14577	07/03/2024	COMM SERVICES EXCURSION/ JOHN'S INCREDIBLE	1,480.00
01.0150.1515.5204	NAOMI LOPEZ	14578	07/03/2024	JUNE'24 PC MEETING	100.00
01.0150.1530.5406	NEW SIGN SOLUTION, INC.	14579	07/03/2024	WALL SIGNAGE/ SCTR	1,582.08
01.0120.1220.5415	OFFICE DEPOT	14580	07/03/2024	ELECTION SUPPLIES	74.11
39.0900.9000.6025	ONYX ARCHITECTS, INC	14581	07/03/2024	MAY'24 CHALL RSTRM DESIGN#637	2,528.50
68.0900.9000.6025	ONYX ARCHITECTS, INC	14581	07/03/2024	MAY'24 CHALL RSTRM DESIGN#252	2,528.50
01.0150.1540.5956	ORIGINAL WATERMEN INC	14582	07/03/2024	AQUATIC STAFF UNIFORMS	436.21
01.0100.1040.5916	POSTMASTER	14583	07/03/2024	JULY'24-JUNE'24 NEWSLETTER POSTAGE	21,600.00
01.0151.1545.5210	PREMIER JANITORIAL SERVICES	14584	07/03/2024	NIGHT MARKET CONCERT/ EQUIP RENTALS	2,198.70
01.0160.1610.6025	PRO FLOORING CORPORATION	14585	07/03/2024	5/30/24 CCTR GYM FLR'G #636	43,294.68
68.0000.0000.2510	PRO FLOORING CORPORATION	14585	07/03/2024	RETAINAGE CCTR GYM FLR'G #636	(2,164.73)
01.0130.1330.5950	QUADIENT LEASING USA, INC.	14586	07/03/2024	JULY-OCT'24 QUARTERLY LEASE	739.20
01.0130.1330.5950	QUADIENT LEASING USA, INC.	14586	07/03/2024	JULY-OCT'24 QUARTERLY LEASE	961.16
01.0100.1020.5405	QUENCH USA, INC.	14587	07/03/2024	JULY'24 WATER FILTER/ CHALL	126.79
01.0160.1620.5520	QUENCH USA, INC.	14587	07/03/2024	JULY'24 WATER FILTER/SCTR	64.95
01.0000.0000.4554	RAMIRO ROBLED0 BENITEZ	14588	07/03/2024	6/22/24 MVD DAMAGE DEPOSIT RFND	50.00
01.0150.1540.5956	RED DOT UNIFORMS	14589	07/03/2024	UNIFORMS	1,950.88
01.0120.1210.5406	ROBERT MOLINA	14590	07/03/2024	JUNE'24 MILEAGE REIMBURSEMENT	10.45
01.0000.0000.4560	ROBERT OBEZO	14591	07/03/2024	SWIM LESSONS DISCOUNT REFUND	10.00
01.0100.1050.5934	ROXANA TADEO	14592	07/03/2024	APR'24 LIVESCAN SVCS	75.00
01.0000.0000.4560	RUBY YEPEZ	14593	07/03/2024	SWIM LESSONS DISCOUNT REFUND	25.00
01.0000.0000.4560	SANDRA GUERRERO	14594	07/03/2024	SWIM LESSONS DISCOUNT REFUND	10.00
01.0100.1020.5912	SGV CITY MANAGERS' ASSOCIATION	14595	07/03/2024	JULY'24 SGVCMA ANNUAL SEMINAR	75.00
01.0140.1430.5910	SGV CITY MANAGERS' ASSOCIATION	14595	07/03/2024	JULY'24 SGVCMA ANNUAL SEMINAR	75.00
01.0170.1020.5956	SHOETERIA	14596	07/03/2024	P.W WORK BOOTS	206.16
01.0170.1020.5956	SHOETERIA	14596	07/03/2024	P.W WORK BOOTS	206.16
01.0170.1020.5956	SHOETERIA	14596	07/03/2024	P.W WORK BOOKS	206.16
02.0170.1760.5540	SOUTHEAST CONSTRUCTION PRODUCTS,INC	14597	07/03/2024	OIL GALLON / STRTS	31.26
02.0170.1760.5540	SOUTHEAST CONSTRUCTION PRODUCTS,INC	14597	07/03/2024	STREET KNEE PADS	49.56
01.0160.1640.5520	SOUTHEAST CONSTRUCTION PRODUCTS,INC	14597	07/03/2024	SUN HATS/ SERVICES POOL	34.45
01.0170.1770.5525	SOUTHERN TIRE MART LLC	14598	07/03/2024	NEW TIRE & DISPOSAL	680.30
01.0000.0000.4560	STEVEN RUANO	14599	07/03/2024	SWIM LESSONS DISCOUNT REFUND	10.00
01.0100.1040.5921	THE SAUCE CREATIVE SERVICES CORP.	14600	07/03/2024	JULY'24 NEWSLETTER	6,298.36
01.0170.1105.5215	TRANSTECH ENGINEERING, INC.	14601	07/03/2024	APR'24 PROFESSIONAL SVCS#110	2,755.85
68.0900.9000.6025	TRANSTECH ENGINEERING, INC.	14601	07/03/2024	APR'24 PJT MGMT CHALL RSTRM#252	370.00
40.0900.9000.5968	TRANSTECH ENGINEERING, INC.	14601	07/03/2024	APR'24 PJT MGMT HSIP11#607	3,184.50

01.0170.1105.5215	TRANSTECH ENGINEERING, INC.	14601	07/03/2024	APR'24 PJT MNGMT POOLS#252	1,850.00
01.0170.1105.5215	TRANSTECH ENGINEERING, INC.	14601	07/03/2024	APR'24 PJT MGMT VARIOUS LOC#295	6,872.25
01.0170.1105.5215	TRANSTECH ENGINEERING, INC.	14601	07/03/2024	APR'24 SCTR FLR'G #635	185.00
01.0170.1105.5215	TRANSTECH ENGINEERING, INC.	14601	07/03/2024	APR'24 ENG SVCS SCTR FLR'G #635	2,690.00
01.0170.1105.5215	TRANSTECH ENGINEERING, INC.	14601	07/03/2024	APR'24 CCTR GYM FLR'G#636	2,070.00
07.0900.9000.5968	TRANSTECH ENGINEERING, INC.	14601	07/03/2024	APR'24 PJT MGMT PVMT REHAB#640	2,271.25
01.0170.1105.5215	TRANSTECH ENGINEERING, INC.	14601	07/03/2024	APR'24 ENG SVCS CCTR/MCTR PRK'G LOT	6,677.50
01.0170.1105.5215	TRANSTECH ENGINEERING, INC.	14601	07/03/2024	APR'24 ENG SVCS RMRA FY25 RESO	507.50
02.0170.1760.5215	TRANSTECH ENGINEERING, INC.	14601	07/03/2024	APR'24 ENG SVCS STARLITE TRAFFIC	187.50
02.0170.1760.5215	TRANSTECH ENGINEERING, INC.	14601	07/03/2024	APR'24 ENG SVCS 11214 RUSH/TRAF	600.00
01.0170.1105.5215	TRANSTECH ENGINEERING, INC.	14601	07/03/2024	APR'24 ENGINEERING SVCS	14,680.00
01.0170.1105.5215	TRANSTECH ENGINEERING, INC.	14601	07/03/2024	APR'24 PLAN CHECK SVCS	940.80
01.0170.1105.5215	TRANSTECH ENGINEERING, INC.	14601	07/03/2024	APR'24 LEE SIGNAL ENG SVCS#296	5,058.50
02.0170.1760.5215	TRANSTECH ENGINEERING, INC.	14601	07/03/2024	APR'24 1910 S/A REQ YELLOW CURB	150.00
01.0160.1610.5420	UNISHIELD	14602	07/03/2024	ICE PACKS/ CCTR	802.02
01.0000.0000.4508	VERONICA VARELA	14603	07/03/2024	SUMMER CAMP WEEK 3 REFUND	200.00
01.0000.0000.4560	VINCENT HOLGUIN	14604	07/03/2024	SWIM LESSONS DISCOUNT REFUND	10.00
01.0000.0000.4508	WAN NIAO YUAN	14605	07/03/2024	SUMMER CAMP REFUND	500.00
01.0000.0000.4508	WEIEN YE	14606	07/03/2024	SUMMER CAMP REFUND	300.00
68.0900.9000.5968	WEST & ASSOCIATES ENGINEERING, INC.	14607	07/03/2024	2/1-6/19/24 ENG DESIGN#110	27,800.00
01.0170.1750.5215	WEST COAST ARBORISTS, INC	14608	07/03/2024	4/16-4/30/24 STREET TREE MTNC	12,293.00
01.0170.1750.5215	WEST COAST ARBORISTS, INC	14608	07/03/2024	6/1-6/15/24 STREET TREE TRIMMING	15,238.00
01.0170.1750.5520	WHITTIER FERTILIZER	14609	07/03/2024	RED CHIPS/ LNDSCPE	1,199.58
01.0170.1750.5520	WHITTIER FERTILIZER	14609	07/03/2024	MIX & SEED	815.85
01.0170.1750.5520	WHITTIER FERTILIZER	14609	07/03/2024	SEER MVD INFIELD	25.80
02.0170.1760.5540	WHITTIER FERTILIZER	14609	07/03/2024	TRASH CANS	158.76
01.0170.1750.5520	WHITTIER FERTILIZER	14609	07/03/2024	SPORTS SEED	793.80
01.0160.1660.5520	WHITTIER FERTILIZER	14609	07/03/2024	SOIL/ SHIVLEY	325.79
01.0150.1530.5952	WINNER INTERNATIONAL INC.	14610	07/03/2024	4TH OF JULY LUNCHEON SUPPLIES	66.70

2,264,492.13

Authorization Signature

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

Rene Salas, City Manager



City Council Agenda Report

Agenda Item No. 7.d.

DATE: July 9, 2024

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Rene Salas, City Manager

SUBJECT: CONSIDERATION AND APPROVAL OF RESOLUTION 24-198 APPROVING A FIVE-YEAR MUNICIPAL LAW ENFORCEMENT SERVICES AGREEMENT WITH THE COUNTY OF LOS ANGELES FOR PUBLIC SERVICES PROVIDED BY THE LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

SUMMARY: The City of South El Monte is entering into a 5-year Municipal Law Enforcement Services Agreement with the Los Angeles County Sheriff's Department. This includes authorizing the City Manager to procure services of the Los Angeles County Sheriff's Department up to an amount authorized in the city's operating budget for the period of July 1, 2024, through June 30, 2029.

RECOMMENDED ACTION: The City Manager recommends City Council to:

1. Approve Resolution 24-198 approving the 5-Year Agreement with the County of Los Angeles for the period of July 1, 2024, through June 30, 2029; and
2. Authorize the City Manager to execute the 5-Year Agreement on behalf of the City.

FISCAL/FINANCIAL IMPACT: Rates for law enforcement services are provided annually by the County of Los Angeles Auditor/Controller and are determined based on the fully burdened cost of deploying service units, including variables such as salary, benefits, equipment (vehicles, radios, maintenance, etc.), management overhead, vacation and sick relief, detective services, dispatch and front desk personnel, station jailer services, and civilian positions.

In 2023-24, the general law enforcement services cost \$6,456,016. For 2024-25, the City will procure the same number of resources, with estimated costs increasing by 4.28%, for a total cost of \$6,732,099.

DISCUSSION: The current Municipal Law Enforcement Services Agreement (MLESA) between the City of South El Monte and the County of Los Angeles is set to expire on

June 30, 2024. In preparation, a new five-year agreement has been drafted for the City Council's review and approval, with the next term starting on July 1, 2024, and concluding on June 30, 2029.

Over the past year, a subcommittee from the California Contract Cities Association (CCCA), consisting of City Managers, collaborated with the County and the Los Angeles Sheriff's Department (LASD) to negotiate and revise the MLESA. The proposed agreement includes revisions that were mutually agreed upon by the County and the CCCA subcommittee (see agreement at Attachment B to this Staff Report).

Contracting for law enforcement services in Los Angeles County dates back to 1954 when the City of Lakewood first contracted with the County. Currently, 42 cities contract with the County through the Los Angeles Sheriff's Department for primary and supplemental law enforcement services, representing almost half of the 88 Los Angeles cities.

Authority to Contract for Law Enforcement Services

Under California Government Code Section 51301 et seq, the City has the authority to contract with the County for public safety services. The term of any such contract shall not exceed five years but may be renewed for subsequent five-year periods, provided a decision to continue is made at least a year before the expiration of any current term. The upcoming MLESA is a five-year agreement requiring approval by June 30, 2024 to continue services.

County Can Recover Costs for Contract Services

According to California Government Code Section 51350, the County must charge the contracting city for all costs incurred due to the agreement. This excludes any indirect overhead charges or costs attributed to services provided countywide or are general county government operational overheads. Thus, the County's Auditor/Controller established a complex formula to set the price of each contract service unit, and the Liability Trust Fund Claims Board determined the recommended funding level for the liability component based on an actuarial study. Together, these two components form the total cost per service unit assessed to the contract cities for each service unit procured.

City Orders Law Enforcement Resources from the County

Annually, the City issues a Service Level Authorization, commonly referred to as the "575 form," which specifies the resources provided to the City (See Attachment A of the agreement for the City's 2023-24 575 form). These resources include sworn deputies, non-sworn personnel, public safety equipment, and standard deployment of sworn personnel. The form details the costs associated with each service unit and their quantities, and annually, replaced Attachment A and B within the five-year MLESA.

For 2024-25, the City will procure the same number of resources, with estimated costs increasing by 3.93%.

Changes to the 2024-2029 MLESA

The included MLESA includes several changes based on the contract cities negotiations which are beneficial to the City. The changes include:

- **Performance will be by Service Unit Rather than Overall** – Agreement performance standard changes from one measure overall to several measures at the service unit level. As the MLESA performance is based on service minutes, the number of deputies and civilians procured by a city are translated into available minutes. This allows the County to mix and match minutes to achieve their 98-102% target but can lead to unintended consequences to underperform in areas like traffic, special assignment, or motor units.
 1. Benefit: The change would set the 98-102% performance target for each specific unit – patrol, motor, special assignment deputies increasing accountability to cities receiving the level of service expected when procuring specific resources. As an example, overages in patrol minutes cannot be made up by reducing service levels of a motor unit or special assignment deputy and vice versa.

- **Retaining Vehicle of Deleted Service Unit** – When a city adds a new resource that requires a vehicle (i.e. new deputy), the city incurs a significant first-year expense for the additional vehicle required for this new deputy. The maintenance and replacement costs of the vehicle are already integrated into the annual charge to the city if the city keeps the new deputy. While the LASD has a practice on this, the language of the MLESA was not explicit to protect a city from losing a deputy temporarily and then paying another new vehicle cost when the city restored the deputy. The MLESA adds language that a city can regain access to a vehicle procured with a new deputy service unit when the unit is deleted and restored within 24 months.
 1. Benefit: This codifies the language and extends it from 12 to 24 months giving more flexibility for a city to avoid incurring a new vehicle cost.

- **Transfer of City Property to County** – Agreement requires separate written agreements managed at the LASD contract city stations to govern items purchased by the City and temporarily transferred to the County. Additionally, the County must maintain a detailed and regularly updated inventory of all non-vehicle City equipment in its possession, including descriptions, serial numbers (if applicable), condition upon receipt, and location.
 1. Benefit: This language increases transparency and accountability in the handling of the City's assets where the MLESA was previously silent.

- **Equipment Replacement after Extended Maintenance and Repair** – Agreement requires that the County will make best efforts to provide a temporary replacement if the original equipment takes more than 60 days to be returned.
 1. Benefit: The language strengthens the required effort the County must undertake to provide a replacement. A best effort would require the LASD to be more diligent in providing a replacement.

- **Continue Negotiations on Indemnity Agreements** – Agreement includes Section 5.4 which acknowledges indirectly the continued negotiations between the County and contract cities related to concerns that cities bear the full cost of liability for contract activities when the County should share in such liability. A Letter of Understanding between the County and the California Contract Cities Association outlines how both parties will work towards addressing concerns in several areas raised by contract cities.
 1. Benefit: The language does not guarantee a change, but it recognizes a mutual interest in ensuring the long-term viability of the Liability Trust Fund and controlling the increasing burden placed on cities for activities a city does not control. The County controls aspects of law enforcement operations (i.e. training, supervision, hiring, discipline, etc.) and to some extent should incur some of the liability, such as when there is gross negligence not controllable by a city. Further negotiations are a positive step.

Liability Trust Fund Claims Board

As established in the 1991 Joint Indemnity Agreement, the County formed the Los Angeles Contract Cities Liability Trust Fund Claims Board (Board) to review and approve settlement of claims and lawsuits for money damages which are paid from the County's Contract Cities Liability Trust Fund. The Board consists of eleven members nominated by the California Contract Cities Association and appointed by the Los Angeles Board of Supervisors. The members include city council members, city managers, and representatives from the California Contract Cities Association.

The Liability Trust Fund is comprised of two funds – the Sheriff's Department Fund and the All Other Departments fund. This is a County trust account funded by contract cities to reimburse the County for all costs related contract city operations leading to litigation and settlements as a part of MLESA operations. The Liability Trust Fund is self-insured for liabilities up to \$10 million and carries insurance up to \$50,000,000.

The Liability Trust Fund has experienced significant payouts due to settlements and litigation work. The settlements are such a large exposure that insurers have been increasing the self-insurance retention (amount paid from the fund before tapping insurance) of \$2 million in 2011-12 to \$10 million in 2023-24, and the rate paid by contract cities has risen from 4% to 12%, respectively, and will be 12.5% in 2024-25.

Given that all activities of the contract cities in the MLESA are the responsibility of the County and contract cities have no authority to govern over actions to reduce liability, the subcommittee feels strongly of the need to revisit the liability and indemnity relationship between the contract cities and the County to ensure balance in who pays for settlements and litigations. The purpose is to ensure the long-term viability of the Liability Trust Fund and the contract model. Further, with the County being exposed to more financial risk associated with operations that only they can control, there will be a greater incentive to ensure more risk reduction approaches and opportunities are leveraged to reduce the overall losses incurred by both the County and the contract cities.

ATTACHMENT(S):

- A. Resolution No. 24-198
- B. South El Monte MLESA 2024-2029

ATTACHMENT A

RESOLUTION NO. 24-198

A RESOLUTION OF THE COUNCIL OF THE CITY OF SOUTH EL MONTE, COUNTY OF LOS ANGELES, APPROVING A FIVE-YEAR MUNICIPAL LAW ENFORCEMENT SERVICES AGREEMENT WITH THE COUNTY OF LOS ANGELES FOR PUBLIC SERVICES PROVIDED BY THE LOS ANGELES COUNTY SHERIFF'S DEPARTMENT AND AUTHORIZING THE CITY MANAGER TO PROCURE SERVICES OF THE LOS ANGELES COUNTY SHERIFF'S DEPARTMENT ANNUALLY UP TO AN AMOUNT AUTHORIZED IN THE CITY'S OPERATING BUDGET FOR THE PERIOD OF JULY 1, 2024 THROUGH JUNE 30, 2029

WHEREAS, The City of South El Monte, California (City) and the County of Los Angeles (County) have previously entered into a Municipal Law Enforcement Service Agreement (MLESA) whereby the County through its Sheriff's Department (LASD) provides general and additional law enforcement services within the jurisdiction of the City; and

WHEREAS, the current MLESA expires on June 30, 2024, and the City desires to continue receiving general and additional law enforcement services from the County through the LASD for an additional five years; and

WHEREAS, the City intends to enter into an MLESA for a period starting July 1, 2024 through June 30, 2029 and to procure and allocate funds for such general law and additional services up to such amount appropriated in the City's Annual Operating and Capital Budgets; and

WHEREAS, the City relies upon the City Manager or designee in partnership with the Station Captain of the LASD to implement the MLESA in such manner to best protect the public safety interests of the City of South El Monte and to make such operational changes as necessary to implement the MLESA and fulfill the public safety needs of the City.

NOW, THEREFORE, THE SOUTH EL MONTE CITY COUNCIL HEREBY RESOLVES AS FOLLOWS:

SECTION 1. The City Council of the City of South El Monte hereby approves the Municipal Law Enforcement Services Agreement between the City and the County for law enforcement and additional services for a five-year period beginning July 1, 2024 and expiring on June 30, 2029.

SECTION 2. The Mayor is authorized to execute the Municipal Law Enforcement Services Agreement on behalf of the City.

SECTION 3. The City Manager or his designee is authorized to procure annual services up to the appropriated amount provided in the City's Annual Operating and Capital Budgets and to make any such operational changes to further the public safety interest of the City. Permanently

deleting or adding positions will be brought back to the City Council for authorization and approval.

SECTION 4: The City requests that the Los Angeles County Board of Supervisors, or its designated agent or agency, approve and authorize the performance of services requested in this resolution, subject to the terms and conditions set forth in the MLESA and any other relevant agreement(s).

SECTION 5: The City Clerk shall certify to the passage and adoption of this resolution.

PASSED, APPROVED and ADOPTED this 9th day of July 2024.

Gloria Olmos, Mayor

ATTEST:

Sabrina Muhne, Interim City Clerk

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

I, Sabrina Muhne, Interim City Clerk of the City of South El Monte, do hereby certify that the foregoing Resolution, being Resolution No. 24-198, 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 9th day of July, 2024, and that said Resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Sabrina Muhne, Interim City Clerk

ATTACHMENT B

MUNICIPAL LAW ENFORCEMENT SERVICES AGREEMENT BY AND BETWEEN COUNTY OF LOS ANGELES AND CITY OF SOUTH EL MONTE

TABLE OF CONTENTS

SECTION	TITLE	PAGE
	RECITALS.....	1
1.0	SCOPE OF SERVICES.....	1
2.0	ADMINISTRATION OF PERSONNEL.....	2
3.0	DEPLOYMENT OF PERSONNEL.....	3
4.0	PERFORMANCE OF AGREEMENT.....	6
5.0	INDEMNIFICATION.....	7
6.0	TERM OF AGREEMENT.....	8
7.0	RIGHT OF TERMINATION.....	9
8.0	BILLING RATES.....	9
9.0	PAYMENT PROCEDURES.....	10
10.0	NOTICES.....	11
11.0	AMENDMENTS.....	11
12.0	AUTHORIZATION WARRANTY.....	12
13.0	ENTIRE AGREEMENT.....	12
	SIGNATURES.....	13
ATTACHMENT A:	Los Angeles County Sheriff's Department Service Level Authorization (SH-AD 575) Form	
ATTACHMENT B:	Contract City Law Enforcement Services and Equipment Master Rate Sheet	
ATTACHMENT C:	Public Safety Equipment Use Requirements	

**MUNICIPAL LAW ENFORCEMENT SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND CITY OF SOUTH EL MONTE**

This Municipal Law Enforcement Services Agreement ("Agreement") is made and entered into this _____ day of _____, 2024 by and between the County of Los Angeles ("County") and the City of _____ ("City").

RECITALS

- A. Whereas, the City is desirous of contracting with the County for the performance of municipal law enforcement services by the Los Angeles County Sheriff's Department ("Sheriff's Department"); and
- B. Whereas, the County is agreeable to rendering such municipal law enforcement services on the terms and conditions set forth in this Agreement; and
- C. Whereas, this Agreement is authorized by Sections 56½ and 56¾ of the County Charter and California Government Code Section 51301.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties mutually agree as follows:

1.0 SCOPE OF SERVICES

- 1.1 The County, by and through the Sheriff's Department, agrees to provide general law enforcement services within the corporate limits of the City to the extent and in the manner hereinafter set forth in this Agreement.
- 1.2 Except as otherwise specifically set forth in this Agreement, such services shall only encompass duties and functions of the type coming within the jurisdiction of and customarily rendered by the Sheriff's Department under the County Charter, State of California statutes, and the City municipal codes.
- 1.3 General law enforcement services performed hereunder may include, if requested by the City, supplemental security support, supplemental sworn officer support, and supplemental professional civilian support staff.

2.0 ADMINISTRATION OF PERSONNEL

- 2.1 During the term of this Agreement, the Sheriff or his designee shall serve as the Chief of Police of the City and shall perform the functions of the Chief of Police at the direction of the City.
- 2.2 The rendition of the services performed by the Sheriff's Department, the standards of performance, the discipline of officers, and other matters incident to the performance of such services and the control of personnel so employed shall remain with the County. The City understands and agrees that, at the Sheriff's Department's sole discretion, the Sheriff's Department may redeploy personnel for mutual aid purposes pursuant to the California Emergency Services Act, codified at California Government Code Sections 8550-8668. Absent exigent circumstances, any sustained deployment of more than fifty percent (50%) of the City's contracted items, with the calculation determined by service unit type, requires consultation with the City manager or his/her designee. For the purpose of this section, exigent circumstances are defined as such cases where the immediacy of deployment is of such nature where prior consultation is materially detrimental to public safety and the length of such deployment does not exceed 24 hours.
- 2.3 In the event of a dispute between the parties to this Agreement as to the extent of the duties and functions to be rendered hereunder, or the minimum level or manner of performance of such service, the City shall be consulted and a mutual determination thereof shall be made by both the Sheriff's Department and the City. The City shall first consult with the Station Captain, Division Commander, and Division Chief, in an effort to reach a mutual determination. If a mutual determination cannot be realized at a subordinate level, then the matter will be elevated to a Sheriff's Department Assistant Sheriff or the Sheriff.
- 2.4 With regard to Paragraphs 2.2 and 2.3 above, the Sheriff's Department, in an unresolved dispute, shall have final and conclusive determination as between the parties hereto.
- 2.5 All City employees who work in conjunction with the Sheriff's Department pursuant to this Agreement shall remain employees of the City and shall not have

any claim or right to employment, civil service protection, salary, or benefits or claims of any kind from the County based on this Agreement. No City employees as such shall become employees of the County unless by specific additional agreement in the form of a merger agreement which must be concurrently adopted by the City and the County. The Sheriff's Department will provide approved City employees with the required training necessary to access authorized County programs (i.e. CAD, MDC, etc.), so such City employees can perform the functions of their positions.

- 2.6 While performing law enforcement services and functions under this Agreement, every Sheriff's Department employee shall be authorized to enforce all City laws and regulations, including all City codes and ordinances.
- 2.7 The City shall not be called upon to assume any liability for the direct payment of any Sheriff's Department salaries, wages, or other compensation to any County personnel performing services hereunder for the City. Except as herein otherwise specified, the City shall not be liable for compensation or indemnity to any County employee or agent of the County for injury or sickness arising out of the performance of services under this Agreement.
- 2.8 As part of its compliance with all applicable laws and regulations relating to employee hiring, the County agrees that the County Civil Service Rules to which it is subject and which prohibit discrimination on the basis of non-merit factors, shall for purposes of this Agreement be read and understood to prohibit discrimination on the basis of sexual orientation.

3.0 DEPLOYMENT OF PERSONNEL

- 3.1 Services performed hereunder and specifically requested by the City shall be developed in conjunction with the Sheriff's Department and indicated on Attachment A, Los Angeles County Sheriff's Department Service Level Authorization (SH-AD 575) Form, of this Agreement.
- 3.2 The City, or its designated representative, shall meet with its respective Sheriff's Department Station Captain when requesting law enforcement services to be performed in the City, and provide direction to the Sheriff's Department Station Captain regarding the method of deployment for such services. The City and the

Sheriff's Department shall also determine a minimum daily standard of staffing needs for services rendered to ensure an adequate personnel presence during station operation and patrol. The City and the Station Captain shall meet to discuss the minimum daily standard which is documented in Attachment A, Los Angeles County Sheriff's Department Service Level Authorization (SH-AD 575) Form, of this Agreement. The Station Captain shall endeavor to meet this standard without increased cost to the City. The Sheriff's Department shall ensure that all services are delivered in a manner consistent with the priorities, annual performance objectives, and goals established by the City.

- 3.3 The Sheriff's Department shall make every attempt to avoid deployment deficiencies (i.e., "busting" of cars) by following the daily minimum standard of staffing, as stipulated in Attachment A, Los Angeles County Sheriff's Department Service Level Authorization (SH-AD 575) Form, of this Agreement. Should deployment deficiencies occur, the Sheriff's Department should make every effort to reallocate those resources to the shift where the deficiencies occurred. Should the Sheriff's Department determine that a temporary increase, decrease, and/or realignment in the deployment methodologies is necessary, the Sheriff's Department shall promptly notify the City of this change in advance. In the event that prior notice is not possible, the City shall be notified of the change within two (2) City business days. If monthly service compliance falls below ninety-eight percent (98%) for each service unit type, then the Sheriff's Department Station Captain shall meet with the City to discuss compliance and identify a plan for resolution. If the quarterly and/or year-to-date (September 30th, December 31st, March 31st, and June 30th) service compliance falls below ninety-eight percent (98%) for each service unit type, then the respective Sheriff's Department Division Chief shall meet with the Sheriff's Department Station Captain and the City to discuss compliance and identify a plan for resolution. If the City is dissatisfied with the outcome of either resolution process, the matter will be elevated to a Sheriff's Department Assistant Sheriff or the Sheriff until all City concerns are fully resolved. Resolution may include, but is not limited to, the use of overtime, staffing adjustments, and/or City-initiated service suspensions, at no additional cost to the

City. If the City determines it is unnecessary, the City may waive either dispute resolution process discussed above.

3.3.1 The Sheriff's Department shall monitor and make every attempt to backfill vacant and impaired (to include loaned) sworn supervisorial overhead positions by the beginning of the following quarter.

3.3.2 The Sheriff's Department will work with the City to provide an appropriate tool and/or reports to demonstrate adequate service level compliance under this Agreement. Such service level compliance reports include, but not limited to, daily staffing levels, service levels, deployment of service units, daily deputy activity, or similar type data that is reasonably available.

3.4 A new Attachment A, Los Angeles County Sheriff's Department Service Level Authorization (SH-AD 575) Form, of this Agreement shall be authorized and signed annually by the City and the Sheriff or his designee effective each July 1, and attached hereto as an Amendment to this Agreement.

3.5 Should the City request a change in the level of service other than pursuant to the annual July 1 readjustment, a revised Attachment A, Los Angeles County Sheriff's Department Service Level Authorization (SH-AD 575) Form, of this Agreement shall be signed and authorized by the City and the Sheriff or his designee and attached hereto as an Amendment to this Agreement.

3.6 The most recent dated and signed Attachment A, Los Angeles County Sheriff's Department Service Level Authorization (SH-AD 575) Form, of this Agreement shall be the staffing level in effect between the County and the City.

3.7 The City is not limited to the services indicated in Attachment A, Los Angeles County Sheriff's Department Service Level Authorization (SH-AD 575) Form, of this Agreement. The City may also request any other service or equipment in the field of public safety, law, or related fields within the legal power of the Sheriff's Department to provide. Such other services and equipment shall be reflected in a revised Attachment A, Los Angeles County Sheriff's Department Service Level Authorization (SH-AD 575) Form, of this Agreement under the procedures set forth

in Paragraphs 3.4 and 3.5 above.

- 3.8 With regard to any public safety equipment requested by the City and set forth on Attachment A, Los Angeles County Sheriff's Department Service Level Authorization (SH-AD 575) Form, of this Agreement, the City shall adhere to the terms and conditions set forth in Attachment C, Public Safety Equipment Use Requirements, of this Agreement.
- 3.9 When a contracted service unit, requiring the procurement of a vehicle at the onset of service, is deleted from the Service Level Authorization (SH-AD-575) , and the City reinstates said service unit within a 24-month period, the City will not be required to procure a vehicle.

4.0 PERFORMANCE OF AGREEMENT

- 4.1 For the purpose of performing general law enforcement services under this Agreement, the County shall furnish and supply all necessary labor, supervision, equipment, technology, communication facilities, and supplies necessary to maintain the agreed level of service to be rendered hereunder.
- 4.2 Notwithstanding the foregoing, the City may provide additional resources for the County to utilize in performance of the services.

4.2.1 All bailments require a separate Bailment Agreement governing the County's use of the bailed equipment. Such Bailment Agreements shall be administered at the station level. A bailment is a legal arrangement where one party (City) temporarily transfers possession of specific property or assets to another party (County) to facilitate the provision of certain services.

4.2.2 All donations made by a City to the County will be governed by the most current Sheriff's Department donation procedures.

4.2.3 The County, through the Sheriff's Department, acknowledges its obligation to maintain an inventory of all non-vehicle equipment owned by the City ("City Equipment") provided to the County for its use. The inventory shall include, but not limited to, a detailed description of each item of City Equipment, its serial number (if applicable), its condition upon receipt, and its location. The County shall be responsible for regularly updating and maintaining the inventory of City Equipment, including documenting any changes in the status, condition, or location

of equipment. The inventory shall be kept current and accurate at all times during the term of this Agreement. Upon request by the City, the County shall provide access to the inventory records and facilitate any necessary inspections or audit of the City Equipment. The County shall cooperate fully with the City in verifying the accuracy and completeness of the inventory. In the event of loss, damage, or theft of any City Equipment while under the custody or control of the County, the County shall promptly notify the City in writing and provide a detailed explanation of the circumstances surrounding the incident. All inventory records shall be completed and maintained at the station level.

- 4.3 When and if both parties to this Agreement concur as to the necessity of maintaining a law enforcement headquarters or Sheriff's Department substation within the City which would not normally be provided by the Sheriff's Department, the City shall furnish at its own cost and expense all necessary office space, and the Sheriff's Department shall have authority to negotiate with the City regarding which entity shall pay for furniture and furnishings, office supplies, janitor service, telephone, light, water, and other utilities.
- 4.4 It is expressly further understood that in the event a local office or building is maintained in the City, such local office or building may be used by the Sheriff's Department in connection with the performance of its duties in territory outside of the City, provided, however, that the performance of such outside duties shall not be at any additional cost to the City.
- 4.5 Notwithstanding the foregoing, it is mutually agreed that in all instances where special supplies, stationery, notices, forms, and the like must be issued in the name of the City, the same shall be supplied by the City at its own cost and expense.

5.0 INDEMNIFICATION

- 5.1 The parties hereto have executed an Assumption of Liability Agreement approved by the County Board of Supervisors on December 27, 1977, and/or a Joint Indemnity Agreement approved by the County Board of Supervisors on October 8, 1991. Whichever of these documents the City has signed later in time is currently in effect and hereby made a part of and incorporated into this Agreement as if set out in full herein.

- 5.2 The parties hereto have also executed a County-City Special Indemnity Agreement approved by the County Board of Supervisors on August 25, 2009. This document is made a part of and incorporated into this Agreement as if set out in full herein.
- 5.3 In the event the County Board of Supervisors later approves a revised Joint Indemnity Agreement and the City executes the revised agreement, the subsequent agreement as of its effective date shall supersede the agreement previously in effect between the parties hereto.
- 5.4 Notwithstanding anything to the contrary contained in the Agreement, the indemnification term under this section shall be in effect for a period of nine (9) months, through and including March 31, 2025, with an automatic six-month (6) renewal thereafter, through and including September 30, 2025 (“Indemnification Extension”), unless: (a) this section is amended at any time prior to September 30, 2025; or (b) the entire Agreement is terminated earlier, pursuant to Section 7.0 of this Agreement. If the parties continue to perform under the Agreement after the expiration of the Indemnification Extension without any amendment to this section in accordance with Section 11.0, then the indemnification term under this section will be automatically renewed and incorporated herein for the entire duration of this Agreement.

6.0 TERM OF AGREEMENT

- 6.1 The term of this Agreement shall be from July 1, 2024 through June 30, 2029, unless sooner terminated or extended as provided for herein.
- 6.2 At the option of the County Board of Supervisors and with the consent of the City Council, this Agreement may be renewed or extended for successive periods not to exceed five (5) years each.
- 6.3 Nine (9) months prior to the expiration of this Agreement, the parties shall meet and confer in good faith to discuss the possible renewal or extension of this Agreement pursuant to Paragraph 6.2 above. The parties shall reach an agreement as to the terms of any renewal or extension period no later than six (6) months prior to the expiration of this Agreement. Absent mutual agreement by the parties within that time frame, this Agreement shall expire at the conclusion of the then-existing term.

7.0 RIGHT OF TERMINATION

- 7.1 Either party may terminate this Agreement as of the first day of July of any year upon notice in writing to the other party of not less than one hundred eighty (180) calendar days prior thereto.
- 7.2 Notwithstanding any provision herein to the contrary, the City may terminate this Agreement upon notice in writing to the County given within sixty (60) calendar days of receipt of written notice from the County of any increase in the rate for any service to be performed hereunder, and in such an event this Agreement shall terminate sixty (60) calendar days from the date of the City's notice to the County.
- 7.3 This Agreement may be terminated at any time, with or without cause, by either party upon written notice given to the other party at least one hundred eighty (180) calendar days before the date specified for such termination.
- 7.4 In the event of a termination, each party shall fully discharge all obligations owed to the other party accruing prior to the date of such termination, and, except as otherwise provided herein, each party shall be released from all obligations which would otherwise accrue subsequent to the date of termination.
- 7.5 In the case of termination of this Agreement, the Sheriff will provide only such duties as are required by law.

8.0 BILLING RATES

- 8.1 The City shall pay the County for the services and equipment provided under the terms of this Agreement at the billing rates set forth on Attachment B, Contract City Law Enforcement Services and Equipment Master Rate Sheet, of this Agreement, as established by the County Auditor-Controller.
- 8.2 The billing rates set forth on Attachment B, Contract City Law Enforcement Services and Equipment Master Rate Sheet, of this Agreement shall be readjusted by the County Auditor-Controller annually effective July 1 of each year, published by the County, and attached hereto as an Amendment to this Agreement, to reflect the cost of such service in accordance with the policies and procedures for the determination of such rates as adopted by the County Board of Supervisors.
- 8.3 The City shall be billed at the current fiscal year's billing rates based on the service level provided within the parameters of Attachment A, Los Angeles County

Sheriff's Department Service Level Authorization (SH-AD 575) Form, of this Agreement.

- 8.4 The billing rates for other services and equipment requested pursuant to Paragraph 3.7 of this Agreement and not set forth on Attachment B, Contract City Law Enforcement Services and Equipment Master Rate Sheet, of this Agreement shall be determined by the County Auditor-Controller in accordance with the policies and procedures established by the County Board of Supervisors and then set forth and published on a revised Attachment B, Contract City Law Enforcement Services and Equipment Master Rate Sheet, of this Agreement.

9.0 PAYMENT PROCEDURES

- 9.1 The County, through the Sheriff's Department, shall render to the City, after the close of each calendar month, a summarized invoice which covers all services performed during said month, and the City shall pay the County for all undisputed amounts within sixty (60) calendar days after date of the invoice.
- 9.2 If such payment is not delivered to the County office which is described on the invoice within sixty (60) calendar days after the date of the invoice, the County is entitled to recover interest thereon. For all disputed amounts, the City shall provide the County with written notice of the dispute including the invoice date, amount, and reasons for dispute within ten (10) calendar days after receipt of the invoice. The parties shall memorialize the resolution of the dispute in writing. For any disputed amounts, interest shall accrue if payment is not received within sixty (60) calendar days after the dispute resolution is memorialized.
- 9.3 Interest shall be at the rate of ten percent (10%) per annum or any portion thereof, calculated from the invoice due date, or in the case of disputed amounts, calculated from the date the resolution is memorialized.
- 9.4 Notwithstanding the provisions of California Government Code Section 907, if such payment is not delivered to the County office which is described on said invoice within sixty (60) calendar days after the date of the invoice, or in the case of disputed amounts, from the date the resolution is memorialized, the County may satisfy such indebtedness, including interest thereon, from any funds of the City on deposit with the County without giving further notice to the City of the County's

intention to do so.

10.0 NOTICES

10.1 Unless otherwise specified herein, all notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first class registered or certified mail, postage prepaid, addressed to the parties at the following addresses and to the attention of the person named. Addresses and persons to be notified may be changed by either party by giving ten (10) calendar days prior written notice thereof to the other party.

10.2 Notices to the County shall be addressed as follows:

Los Angeles County Sheriff's Department
Contract Law Enforcement Bureau
Attn: Unit Commander
211 W. Temple Street. 7th Floor
Los Angeles, California 90012
Phone #: 213-229-1647

10.3 Notices to the City of shall be addressed as follows:

City of _____
Attn:
Address:
Phone #:

11.0 AMENDMENTS

11.1 Except for changes pursuant to Paragraphs 8.2 and 8.4 of this Agreement, all changes, modifications, or amendments to this Agreement must be in the form of a written Amendment duly executed by the County Board of Supervisors and an authorized representative of the City.

11.2 Notwithstanding Paragraph 11.1 above, the Sheriff or his designee is hereby authorized to execute, on behalf of the County, any Amendments and/or supplemental agreements referenced in Sections 3.0, 4.0, and 9.0 of this Agreement.

11.3 In accordance with Paragraphs 8.2 and 8.4 of this Agreement, the Sheriff or his designee is hereby authorized to publish, on behalf of the County, the annual revised Attachment B, Contract City Law Enforcement Services and Equipment

Master Rate Sheet, of this Agreement. The revised Attachment B, Contract City Law Enforcement Services and Equipment Master Rate Sheet, of this Agreement shall serve as an Amendment to this Agreement, but shall not require the signature of either party.

12.0 AUTHORIZATION WARRANTY

12.1 The City represents and warrants that the person executing this Agreement for the City is an authorized agent who has actual authority to bind the City to each and every term, condition, and obligation of this Agreement and that all requirements of the City have been fulfilled to provide such actual authority.

12.2 The County represents and warrants that the person executing this Agreement for the County is an authorized agent who has actual authority to bind the County to each and every term, condition, and obligation of this Agreement and that all requirements of the County have been fulfilled to provide such actual authority.

13.0 ENTIRE AGREEMENT

This Agreement, including Attachment A, Attachment B, and Attachment C, and any Amendments hereto constitute the complete and exclusive statement of understanding of the parties which supersedes all previous agreements, written or oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared pursuant to Section 11.0, Amendments, of this Agreement.

**MUNICIPAL LAW ENFORCEMENT SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND CITY OF _____**

IN WITNESS WHEREOF, the County of Los Angeles, by order of its Board of Supervisors, has caused this Agreement to be executed by the Sheriff of Los Angeles County, and the City has caused this Agreement to be executed by its duly authorized representative, on the dates written below.

COUNTY OF LOS ANGELES

By _____
ROBERT G. LUNA
Sheriff

Date _____

CITY OF _____

By _____

Date _____

ATTEST:

By _____
City Clerk

APPROVED AS TO FORM:
DAWYN R. HARRISON
County Counsel

By _____
Principal Deputy County Counsel

APPROVED AS TO FORM:
CITY ATTORNEY

By _____



LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
CONTRACT LAW ENFORCEMENT SERVICES
SERVICE LEVEL AUTHORIZATION (SH-AD 575)

Attachment A

CITY: South El Monte

FISCAL YEAR: 2024-2025

EFFECTIVE DATE: 7/1/2024

RANK, RELIEF FACTOR	SERVICE CODE	NEW	PREV.	CHNG.	ANNUAL RATE	ESTIMATED TOTAL ANNUAL COST	LIABILITY 12.5%	TOTAL ANNUAL COST W/LIABILITY	ANNUAL HOURS PER SERVICE UNIT	ANNUAL HOURS SCHEDULED	ANNUAL MINUTES SCHEDULED	PERSONNEL REQUIRED
DEPUTY SHERIFF SERVICE UNIT												
Deputy Sheriff, 56-Hour Unit	307	8.00	8.00	0.00	\$ 516,493.00	\$ 4,131,944.00	\$ 516,493.00	\$ 4,648,437.00	2,920	23,360	1,401,600	13.056
Special Assignment Deputy, Non-Relief	278	4.00	4.00	0.00	\$ 335,385.00	\$ 1,341,540.00	\$ 167,692.50	\$ 1,509,232.50	1,789	7,156	429,360	4.00

DEPUTY SHERIFF SERVICE UNIT (BONUS)

GROWTH DEPUTY UNIT

GRANT DEPUTY UNIT

Grant Special Assignment Deputy	312	1.00	1.00	0.00	\$ 233,680.00	\$ 233,680.00	\$ 29,210.00	\$ 262,890.00	1,789	1,789	107,340	1.00
---------------------------------	-----	------	------	------	---------------	---------------	--------------	---------------	-------	-------	---------	------

SUPPLEMENTAL POSITIONS

Estimated Cost for Service Units: \$	5,707,164.00	Total Liability (12.5%): \$	713,395.50	Estimated Subtotal: \$	6,420,559.50
				Public Safety Equipment Cost (See page 3): \$	-
				Estimated Total Annual Cost:	\$ 6,420,559.50

The terms of this Service Level Authorization (SH-AD 575) will remain in effect until a subsequent SH-AD 575 is signed and received by LASD.
Notwithstanding, annual rates shall be revised annually per Sections 8.2 and 11.3 of the MLESA.

LASD Approval By:

UNIT COMMANDER NAME

SIGNATURE

DATE

Report Prepared By:

Rudy P. Sanchez

SERGEANT

6/26/2024

DATE

City Approval By:

"I certify that I am authorized to make this commitment on behalf of the City."

Rene Salas

CITY OFFICIAL NAME

E-Signed By Rene Salas

SIGNATURE

7/3/2024 1:12:44 PM

DATE

Processed at CLEB By:

SERGEANT

DATE

South El Monte FY 24-25
Generated: 7/3/2024 1:14:40 PM



LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

Attachment A

CONTRACT LAW ENFORCEMENT SERVICES

SERVICE LEVEL AUTHORIZATION (SH-AD 575)

DEPLOYMENT OF PERSONNEL

CITY: South El Monte FISCAL YEAR: 2024-2025 EFFECTIVE DATE: 7/1/2024

SERVICE UNIT	TOTAL UNITS PURCHASED	GENERAL LAW			TRAFFIC LAW			MOTOR DEP	SAD	D.B.	TEAM LEADER	TOTAL UNITS ASSIGNED
		EM	AM	PM	EM	AM	PM					
DEPUTY SHERIFF SERVICE UNIT												
Deputy Sheriff, 56-Hour Unit	8.00	1.00	2.00	2.00	1.00	1.00	1.00					8.00
Special Assignment Deputy, Non-Relief	4.00								4.00			4.00
GRANT DEPUTY UNIT												
Grant Special Assignment Deputy	1.00								1.00			1.00
Routine City Helicopter Agreement												
License Detail - Business & Renewal Applications												
License Detail - Acts on Violations Observed within the City												
Other Supplemental Services												
NOTE: License Detail is billed on an hourly basis and billed monthly as service is provided.												

Sworn						
	Lieutenant	Sergeant	Bonus Deputy	Motor Deputy	Deputy	SAD
Hours	0	0	0	0	23,360	8,945
Minutes	0	0	0	0	1,401,600	536,700
Personnel	0.000	0.000	0.000	0.000	13.056	5.000
Total						
						32,305
						1,938,300
						18.056

Civilian			
	SSO	LET/CSA/CA/PCO	Clerical
Hours	0	0	0
Minutes	0	0	0
Personnel	0.000	0.000	0.000
Total			
			0
			0
			0.000

Agreement

City Official: 7/3/2024

Unit Commander: _____

South El Monte FY 24-25

**CONTRACT LAW ENFORCEMENT SERVICES AND EQUIPMENT
MASTER RATE SHEET**

Liability Rate: 12.5%

Deputy Sheriff Service Unit Rates		
Rank / Relief Factor	Annual Rate	Service Code
Deputy Sheriff, Non-Relief	\$ 335,385.00	310
Deputy Sheriff, 40-Hour Unit	\$ 368,924.00	306
Deputy Sheriff, 56-Hour Unit	\$ 516,493.00	307
Deputy Sheriff, 70-Hour Unit	\$ 645,616.00	308
Special Assignment Deputy, Non-Relief	\$ 335,385.00	278
Catalina Deputy, Non-Relief	\$ 334,861.00	324

Deputy Sheriff Service Unit (Bonus) Rates		
Rank / Relief Factor	Annual Rate	Service Code
Deputy Sheriff, Bonus I, Non-Relief	\$ 361,026.00	305
Deputy Sheriff, Bonus I, 40-Hour Unit	\$ 397,128.00	301
Deputy Sheriff, Bonus I, 56-Hour Unit	\$ 555,980.00	302
Deputy Sheriff, Bonus I, 70-Hour Unit	\$ 694,975.00	303

Growth Deputy Unit Rates		
Rank / Relief Factor	Annual Rate	Service Code
Growth Special Assignment Deputy, Non-Relief	\$ 233,680.00	204
Growth Deputy Generalist, Non-Relief	\$ 233,680.00	335
Growth Deputy Generalist, 40-Hour Unit	\$ 272,471.00	573
Growth Deputy Generalist, 56-Hour Unit	\$ 381,366.00	582
Growth Deputy Generalist, 70-Hour Unit	\$ 476,707.00	583
Growth Motor Deputy, Non-Relief	\$ 252,024.00	424
Growth Deputy Bonus I, Non-Relief	\$ 254,004.00	336

Grant Deputy Unit Rates		
Rank / Relief Factor	Annual Rate	Service Code
Grant Special Assignment Deputy	\$ 233,680.00	312
Grant Motor Deputy, Non-Relief	\$ 252,024.00	422
Grant Deputy Generalist, Non-Relief	\$ 233,680.00	386
Grant Deputy Bonus I, Non-Relief	\$ 254,004.00	384

Supplemental Positions Rates		
Rank / Relief Factor	Annual Rate	Service Code
Captain, Non-Relief	\$ 457,914.00	321
Lieutenant, Non-Relief	\$ 364,606.00	342
Sergeant, Patrol, Non-Relief	\$ 389,902.00	631
Sergeant, Supplemental, Non-Relief	\$ 307,637.00	353
Motor Sergeant, Non-Relief	\$ 324,341.00	348
Motor Deputy, Non-Relief	\$ 335,385.00	305A
Watch Deputy, Non-Relief	\$ 249,796.00	354
Community Services Assistant (w/ veh), Non-Relief	\$ 84,226.00	325
Community Services Assistant (w/out veh), Non-Relief	\$ 80,327.00	327
Crime Analyst, Non-Relief	\$ 166,637.00	329
Custody Assistant, Non-Relief	\$ 136,462.00	331
Forensic ID Specialist II, Non-Relief	\$ 206,497.00	356
Information Systems Analyst I, Non-Relief	\$ 181,206.00	332
Intermediate Clerk, Non-Relief	\$ 89,517.00	338
Law Enforcement Technician (w/ veh), Non-Relief	\$ 123,400.00	340
Law Enforcement Technician (w/out veh), Non-Relief	\$ 122,440.00	339
Operations Assistant I, Non-Relief	\$ 118,285.00	343
Operations Assistant II, Non-Relief	\$ 146,942.00	344
Operations Assistant III, Non-Relief	\$ 168,289.00	345
Secretary V, Non-Relief	\$ 128,003.00	346
Security Assistant, Non-Relief	\$ 67,750.00	362
Security Officer, Non-Relief	\$ 105,091.00	347

Senior Information Systems Analyst, Non-Relief	\$ 237,072.00	334
Station Clerk II, Non-Relief	\$ 111,495.00	351
Skynight Observer, Non-Relief	\$ 361,026.00	349
Supervising Station Clerk, Non-Relief	\$ 134,799.00	352

Equipment Rates		
Public Safety Equipment	Annual Rate	Service Code
Supplemental K9 Services (Santa Clarita)	\$ 5,000.00	671

MDC Type Rates		
Equipment	Annual Rate	Service Code
MDC New Purchase, Data & Maintenance - FZ-40	\$ 9,839.00	198
MDC New Purchase, Data & Maintenance - GETAC V110	\$ 8,805.00	164
MDC Data & Maintenance Only	\$ 1,780.00	595

ALPR With Install Rates		
Equipment	Annual Rate	Service Code
ALPR New Install 1st Year (5yr Program)	\$ 5,000.00	680
ALPR System 2nd Year	\$ 5,000.00	680A
ALPR System 3rd Year	\$ 5,000.00	680B
ALPR System 4th Year	\$ 5,000.00	680C
ALPR System 5th Year	\$ 5,000.00	680D

Annual revised rates shall be readjusted annually per Sections 8.2 and 11.3 of the MLESA.

PUBLIC SAFETY EQUIPMENT USE REQUIREMENTS

1.0 TRANSFER OF PUBLIC SAFETY EQUIPMENT

- 1.1 The County, through the Sheriff's Department, hereby transfers the public safety equipment set forth on Attachment A, Los Angeles County Sheriff's Department Service Level Authorization (SH-AD 575) Form, of this Agreement ("Equipment") for the exclusive use of the City during the term of the Agreement.

2.0 USE OF EQUIPMENT

- 2.1 The City may use the Equipment for any lawful purpose, including use in connection with public safety activities in all areas under the City's jurisdiction.
- 2.2 The City shall not use or operate the Equipment in violation of any federal, state, or local law, rule, regulation, or ordinance.
- 2.3 The Equipment shall not be used or operated as follows:
 - 2.3.1 In a manner subjecting the Equipment to depreciation above the normal depreciation associated with public safety use; and/or
 - 2.3.2 For an illegal purpose or by a person under the influence of alcohol or narcotics.

3.0 SAFEKEEPING AND MAINTENANCE

- 3.1 The City shall exercise due care for the safekeeping of the Equipment during the term of the Agreement.
- 3.2 The City shall ensure that the Equipment is kept in good working order and condition, shall ensure that the Equipment is scheduled and available to County for the performance of its regularly scheduled maintenance by the County, and shall comply in every respect with any manufacturer's/owner's manual that comes with the Equipment.
- 3.3 The County shall perform all maintenance and repairs required for the proper operation of the Equipment. Except as otherwise set forth herein, such maintenance and repairs are provided in exchange for the City's payment of the annual billing rates set forth on Attachment B, Contract City Law Enforcement Services and Equipment Master Rate Sheet, of the Agreement. The City has the right to inspect said Equipment prior to acceptance of the Equipment following maintenance and repairs by the County.

- 3.4 Maintenance and repairs provided by the County under the Agreement may be performed by the County, its third party vendors, and/or the manufacturer of the Equipment.
- 3.5 The County shall assume responsibility for ensuring that the Equipment has been inspected or otherwise tested in accordance with the laws of the State of California and the United States prior to use by the City.
- 3.6 The City shall inspect the Equipment upon initial delivery and return from County following maintenance and repair, and, by acceptance thereof, finds the Equipment in good working order and condition.
- 3.7 The Equipment shall be maintained and repaired solely by the County. The City and any of its third party vendors are prohibited from performing any maintenance and repairs on the Equipment.
- 3.8 All regularly scheduled maintenance shall be performed by the County, and the City shall timely present the Equipment to the County for the performance of regularly scheduled maintenance at the direction of, and in accordance with the policies and procedures of, the Sheriff's Department's Communications and Fleet Management Bureau. The Sheriff's Department shall make every effort to perform any maintenance in a timely manner.
- 3.9 Any Equipment requiring maintenance and repair by the County for any extended length of time, as determined by the Sheriff's Department's Communications and Fleet Management Bureau, will make best efforts to provide a temporary replacement piece of Equipment if such extended time exceeds or is projected to exceed sixty (60) calendar days. All terms and conditions set forth herein shall apply to the City's use of any temporary replacement Equipment provided by the County. The County shall not be responsible for any damages or liability resulting from the City's loss of use of the Equipment during the performance of maintenance and repair services by the County.

4.0 INSPECTION BY COUNTY

- 4.1 The County shall have the right to inspect the Equipment, immediately upon request by the County, at any time during the term of the Agreement. The City shall provide the County with such operating, and other information, or copies of any such records maintained by the City with respect to the Equipment, as the County or any government agency may require from time to time.

5.0 TITLES

- 5.1 The County shall retain ownership of the Equipment used by the City during the term of the Agreement. Legal title to the Equipment is, and shall, at all times, remain in the name of the County. The Equipment shall not be transferred or delivered by the City to any persons other than the County without the County's

prior written consent.

6.0 INDEMNIFICATION

- 6.1 The City agrees to indemnify, defend, and hold harmless the County from any and all liability, losses, or damages the County may suffer and from any claims, demands, costs, or judgments against the County arising out of City's use or operation of the Equipment. This indemnification does not extend to (1) any liability resulting from inherent defects or malfunctions in such Equipment related to manufacturer's acts or omissions, or (2) negligent or wrongful maintenance or repair of the Equipment provided by the County.

7. RISK OF LOSS

- 7.1 The City shall assume all risk of loss to the Equipment from the time it is delivered by the County to the City, and inspected and accepted by the City, until (1) the Equipment is returned to the County upon expiration or termination of the Agreement, or (2) the County regains temporary possession of the Equipment for purposes of providing maintenance and repair.
- 7.2 Upon inspection/acceptance of the Equipment, the City shall be responsible for any and all damage to the Equipment, except those damages resulting from (1) inherent defects or malfunctions in such Equipment related to manufacturer's acts or omissions, or (2) the negligent or wrongful maintenance or repair of the Equipment provided by the County.
- 7.3 In the event of damage to the Equipment or the Equipment is in need of repair, the City shall notify the County to that effect and follow such instructions that the County may provide with respect to repair or disposal of the Equipment. If the Equipment is lost, stolen, destroyed, or declared to be a total constructive loss (subject to the County's agreement as to such condition), the City shall properly notify the County thereof and hold any Equipment for disposal by the County. With respect to any loss, theft, or destruction of the Equipment, the County and the City shall negotiate the value for comparable equipment in a condition similar to the lost, stolen, or destroyed Equipment immediately prior to any such loss. The City shall reimburse the County for the value of the lost, stolen, or destroyed Equipment.

8.0 BILLING RATES

- 8.1 As further discussed in Section 8.0, Billing Rates, of the Agreement, the City shall pay the County for the use of the Equipment provided under the Agreement at the annual billing rates set forth on Attachment B, Contract City Law Enforcement Services and Equipment Master Rate Sheet, of the Agreement, as established by the County Auditor-Controller.



City Council Agenda Report

Agenda Item No. 7.e.

DATE: July 9, 2024

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 24-199 TO AWARD A CONSTRUCTION CONTRACT TO CONDOR, INC. FOR THE AQUATICS CENTER SWIMMING POOL REPLASTERING PROJECT

SUMMARY: On May 31st, 2024, the Engineering Department solicited bids for the Aquatics Center Swimming Pool Replastering Project. The work involves removal of existing plaster and installation of new pool plaster and related work to small and large pools at the Aquatics Center. The lowest responsive bid was submitted by Condor, Inc. in the total bid amount (base bid + additive alternate bid) of \$507,000.00.

RECOMMENDED ACTION: Staff recommends City Council:

1. Adopt Resolution No. 24-199, awarding a Construction Contract to Condor, Inc for the replastering of the City's Aquatics Center Swimming Pools in the amount of \$507,000.00;
2. Adopt and approve the plans and specifications for the Aquatics Center Swimming Pool Replastering Project;
3. Award the Aquatics Center Swimming Pool Replastering Project contract to the lowest responsible bidder in an amount of \$507,000.00 (base bid + additive alternate bid) to Condor, Inc. and authorize the City Manager to execute the contract;
4. Authorize 10% of the total contract amount as contingency allowance to be used if necessary for unforeseen conditions at the City Manager's discretion.

FISCAL/FINANCIAL IMPACT: The established budget is as follows:

Contract Award Amount (Base Bid + Additive Alternate Bid)	\$507,000.00
Construction Contingency (10% of contract amount)	\$50,700.00
Total Construction Budget	\$557,700.00

The Project will be funded by the following sources.

CNRA	\$378,844.00
CDBG	\$136,207.00
CDBG Revolving Fund	\$42,649.00
Total Budget	\$557,700.00

DISCUSSION: The Aquatics Center Swimming Pool Replastering Project includes removal of existing plaster and installation of new pool plaster and related work to small and large pools. The construction is anticipated to start in Fall 2024, and will be completed within 60 working days.

The construction portion of the project was advertised on June 13, 2024. The following three (3) bids were received by the City at the Bid Opening held on June 26, 2024, at 2:00 PM. Below is the list of Bidders and Bid amounts:

Bidder Name (from low to high)	Base Bid Amount	Additive and Deductive Alternate Amount	Total Bid Amount (Base Bid + Additive Alternate)
Condor, Inc.	\$457,000.00	\$50,000.00	\$507,000.00
California Waters	\$547,865.00	\$19,300.00	\$567,165.00
USA Construction	<i>The bid submitted by USA Construction provided a bid bond in an amount less than 10% of total base bid amount. Per Public Contract Code Section 20483, the required Bid Bond is 10%, therefore, this bid is deemed non-responsive.</i>		

The apparent lowest bid was submitted by Condor, Inc. in the total base bid amount of \$457,000. The project also included additional scope including replacement of side rope rings, wall returns, side handrails and main handrails around the pool, as an additive and deductive alternate bid schedule. Condor's additive and deductive alternate bid amount is \$50,000. The total bid amount including base bid and additive/deductive bid amount is \$507,000.

According to the project specifications, the award of Contract shall be based on total base bid amount. The additive and deductive alternate bid schedule will not be taken into account in determining the lowest responsible bidder. City may add bid items from the additive and deductive alternate bid schedule at the sole and complete discretion of the City as part of the performance of the contract.

Staff conducted a bid analysis and verified the contractor's licensing, Department of Industrial Relations (DIR) registration, state and federal debarment files and references for Condor, Inc. Per the bid analysis, the Bid submitted by Condor, Inc. was determined to be the lowest responsive bid. The Bid submitted by Condor, Inc. and the bid analysis completed by staff is attached as reference.

Staff report was collaboratively prepared by Andrés González, Senior Public Works Analyst and the staff from TransTech.

ATTACHMENT(S):

- A. Resolution No. 24-199
- B. Contract for Pool Replastering (996034.1)
- C. Exhibit A-1 - NIB and Submitted Bid
- D. Bid Analysis

ATTACHMENT A

RESOLUTION NO. 24-199

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL AWARDING CONSTRUCTION CONTRACT TO CONDOR, INC. FOR THE AQUATICS CENTER SWIMMING POOL REPLASTERING PROJECT

WHEREAS, the City of South El Monte desires to remove existing plaster and install new pool plaster and related work to small and large pools at the Aquatic Center facility located at 1500 Central Ave.;

WHEREAS, the City solicited bids for the Aquatics Center Swimming Pool Replastering Project on May 31st, 2024 and the City received three (3) bids for the Project on June 26th, 2024; and

WHEREAS, City staff evaluated all bids and determined Condor, Inc., has submitted the lowest responsive bid for the Project.

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 of South El Monte (“City”) hereby adopts and approves the plans and specifications for the Aquatics Center Swimming Pool Replastering Project, with respect to design and criteria. Copies of the plans and specifications are on file in the City’s Engineering Department.

SECTION 3. Upon reviewing the bids submitted for the work to be performed pursuant to contract and the plans and specifications, the City Council hereby finds that Condor, Inc. has submitted the lowest responsive bid for the Project, in the amount of \$507,000.

SECTION 4. The City Council hereby authorizes and directs the City Manager to execute a construction agreement with Condor, Inc. for the project, subject to review and approval as to form by the City Attorney. The Council further directs the City Manager to take all actions necessary to effectuate the agreement.

SECTION 5: The City Clerk shall certify to the passage and adoption of this resolution.

PASSED, APPROVED and ADOPTED this 9th day of July, 2024.

Gloria Olmos, Mayor

ATTEST:

Sabrina Muhne, Interim City Clerk

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

I, Sabrina Muhne, Interim City Clerk of the City of South El Monte, do hereby certify that the foregoing Resolution, being Resolution No. 24-199 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 9th day of July, 2024, and that said Resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Sabrina Muhne, Interim City Clerk

ATTACHMENT B

PUBLIC WORKS AGREEMENT

By and Between

CITY OF SOUTH EL MONTE

and

CONDOR, INC.

**AGREEMENT FOR PUBLIC WORKS SERVICES
BETWEEN THE CITY OF SOUTH EL MONTE AND
CONDOR, INC.**

THIS AGREEMENT FOR PUBLIC WORKS SERVICES (herein “Agreement”) is made and entered into this 9th day of July 2024 by and between the **CITY OF SOUTH EL MONTE**, a municipal corporation (“City”) and **CONDOR INC.**, a California Corporation (“Contractor”). City and Contractor may be referred to, individually or collectively, as “Party” or “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 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.

In compliance with all terms and conditions of this Agreement, the Contractor shall provide those services specified in the “Scope of Work” 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, Contractor represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the work required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Contractor shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Contractor 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 Bid Documents.

The Scope of Work shall include the “General Provisions” and “Special Provisions” in the bid documents for the project entitled, including any documents or exhibits referenced therein (collectively, “bid documents”), all of which are incorporated herein by this reference. In the event of any inconsistency between the terms of the bid documents and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

Contractor 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 Compliance with California Labor Law.

(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 regulation.

(b) Prevailing Wages. Contractor shall pay prevailing wages to the extent 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 Department of Industrial Relations (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.

(c) 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.

(d) 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.

(e) 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.

(f) 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.

(g) 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 8 hours per day at not less than one and one-half (1½) times the basic rate of pay.

(h) 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.”

Contractor's Authorized Initials _____

(i) 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 be required to 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.

1.5 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.

1.6 Familiarity with Work.

(a) 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 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, 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.

(b) 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 conditions, materially different from those indicated; or (iii) unknown physical conditions at the 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, and will materially affect the performance of the services hereunder.

(c) 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, performance of any part of the work, shall issue a change order per Section 1.10 of this Agreement.

(d) 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 the 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 contracting parties.

(e) City will compensate Contractor to the extent required by Government Code Section 4215 by issuing a change order per Section 1.10 of this Agreement.

1.7 Protection and Care of Work and Materials.

The Contractor shall adopt reasonable methods, including providing and maintaining storage facilities, 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 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.

1.8 Warranty.

Contractor warrants all work under the Agreement (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming 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 the Agreement 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, 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 Agreement, commence and prosecute with due diligence all work necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act as soon as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair, remove and replace any portions of the work (or work of other contractors) 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 the 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, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand.

1.9 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.

1.10 Additional Work and Change Orders.

(a) 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 Work or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written change order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor ("Change Order"). All Change Orders must be signed by the Contractor and Contract Officer prior to commencing the extra work thereunder.

(b) Any increase in compensation of up to ten percent (10%) of the Contract Sum or \$25,000, whichever is less; or any increase in the time to perform of up to one hundred eighty (180) days; and does not materially affect the Work and which are not detrimental to the Work or to the interest of the City, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council.

(c) Any adjustment in the Contract Sum for a Change Order must be in accordance with the rates set forth in the Schedule of Compensation in Exhibit "C". If the rates in the Schedule of Compensation do not cover the type of work in the Change Order, the cost of such work shall not exceed an amount agreed upon in writing and signed by Contractor and Contract Officer. If the cost of the Change Order cannot be agreed upon, the City will pay for actual work of the Change Order completed, to the satisfaction of the City, as follows:

(i) Labor: the cost of labor shall be the actual cost for wages of workers and subcontractors performing the work for the Change Order at the time such work is done. The use of labor classifications that would increase the cost of such work shall not be permitted.

(ii) Materials and Equipment: the cost of materials and equipment shall be at cost to Contractor or lowest current price which such materials and equipment are reasonably available at the time the work is done, whichever is lower.

(iii) If the cost of the extra work cannot be agreed upon, the Contractor must provide a daily report that includes invoices for labor, materials and equipment costs for the work under the Change Order. The daily report must include: list of names of workers, classifications, and hours worked; description and list of quantities of materials used; type of equipment, size, identification number, and hours of operation, including loading and transportation, if applicable; description of other City authorized services and expenditures in such

detail as the City may require. Failure to submit a daily report by the close of the next working day may, at the City's sole and absolute discretion, waive the Contractor's rights for that day.

(d) It is expressly understood by Contractor that the provisions of this Section 1.10 shall not apply to services specifically set forth in the Scope of Work. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Work may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors.

(e) No claim for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.11 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 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 Five Hundred Seven Thousand Dollars and Zero Cents (\$507,000.00) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.10.

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 the contract retention; (iii) payment for time and materials based upon the Contractor'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 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.

2.4 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 Director of Finance. By submitting an invoice for payment under this Agreement, Contractor 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. Contractor shall not invoice City for any duplicate services performed by more than one person.

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, or as provided in Section 7.3, 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.

2.5 Waiver.

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

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.

Contractor 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 Contractor, 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 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 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 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 the Agreement pursuant to this Section.

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. City shall reject or finally accept Contractor's work within forty-five (45) days after submitted to 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.

3.5 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 July 9, 2025 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 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:

Janice Ohta
(Name)

CEO
(Title)

Fred Weiss _____
(Name)

President _____
(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 Contract Officer.

The Contract Officer shall be Rene Salas or such person as may be designated by the City Manager. It shall be the Contractor's responsibility to assure that the Contract Officer 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 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 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 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 of City, 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) 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.

(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. 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.

(b) 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.

(c) 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.

(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 Contractor or City will withhold amounts sufficient to pay premium from Contractor 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 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 the contract 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.

To the full extent permitted by law, Contractor 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 Contractor, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Contractor is legally liable ("indemnitors"), or arising from Contractor's or indemnitors' reckless or willful misconduct, or arising from Contractor's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

(a) Contractor 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;

(b) Contractor 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 Contractor hereunder; and Contractor agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor 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 Contractor hereunder, Contractor 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.

In addition, Contractor agrees to indemnify, defend and hold harmless the Indemnified Parties from, any and all claims and liabilities for any infringement of patent rights, copyrights or trademark on any person or persons in consequence of the use by the Indemnified Parties of articles to be supplied by Contractor under this Agreement, and of which the Contractor is not the patentee or assignee or has not the lawful right to sell the same.

Contractor shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Contractor 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 Contractor in the performance of professional services and work 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 Contractor and shall survive termination of this Agreement.

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:

(a) A performance bond in the amount of the Contract Sum of this Agreement, in the form provided by the City Clerk, which secures the faithful performance of this Agreement.

(b) A labor and materials bond in the amount of the Contract Sum of this Agreement, in the form provided by the City Clerk, which secures the payment of all persons furnishing labor and/or materials in connection with the work under this Agreement.

Both the performance and labors bonds required under this Section 5.5 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 power of attorney. The bond shall be unconditional and remain in force during the entire term of the Agreement and shall be null and void only if the Contractor promptly and faithfully performs all terms and conditions of this Agreement and pays all labor and materials for work and services under this Agreement.

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 by Section 5.5 may be changed accordingly upon receipt of written notice from the Risk Manager.

5.7 Substitution of Securities.

Pursuant to Public Contract Code Section 22300, substitution of eligible equivalent securities for any funds withheld to ensure performance under this Agreement may be permitted at the request and sole expense of the Contractor. Alternatively, the Contractor may, pursuant to an escrow agreement in a form prescribed by Public Contract Code Section 22300, request payment of retentions funds earned directly to the escrow agent at the sole expense of the Contractor.

5.8 Release of Securities.

City shall release the Performance and Labor Bonds 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 has been accepted; 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 Labor Bond until such claims have been resolved, Contractor has provided statutory bond, or otherwise as required by applicable law.

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 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 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 Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer 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 Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Contractor 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 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 Contract Officer 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 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 Contract Officer.

(b) Contractor, 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 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 there under. 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 Disputes.

(a) Default; Cure. In the event that Contractor is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Contractor for any work performed after the date of default. Instead, the City may give notice to Contractor of the default and the reasons for the default. The notice shall include the timeframe in which Contractor 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 Contractor is in default, the City shall hold all invoices and shall proceed with payment on the invoices only when the default is cured. 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 Contractor 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 Contractor'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.

(b) Dispute Resolution. This contract is subject to the provisions of Article 1.5 (commencing at Section 20104) of Division 2, Part 3 of the California Public Contract Code regarding the resolution of public works claims of less than \$375,000. Article 1.5 mandates certain procedures for the filing of claims and supporting documentation by the Contractor, for the response to such claims by the City, for a mandatory meet and confer conference upon the request of the Contractor, for mandatory non-binding mediation in the event litigation is commenced, and for mandatory judicial arbitration upon the failure to resolve the dispute through mediation. This Agreement hereby incorporates the provisions of Article 1.5 as though fully set forth herein.

7.3 Retention of Funds.

Contractor hereby authorizes City to deduct from any amount payable to Contractor (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 Contractor's acts or omissions in performing or failing to perform Contractor'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 Contractor, 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 Contractor 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 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 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, Contractor shall file a 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 \$250 (Two Hundred Fifty Dollars) as liquidated damages for each calendar 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 Contractor, except that where termination is due to the fault of the Contractor, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Contractor 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 Contractor may determine. Upon receipt of any notice of termination, Contractor shall immediately cease all services hereunder except such as may be

specifically approved by the Contract Officer. Except where the Contractor has initiated termination, the Contractor 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 Contractor has initiated termination, the Contractor 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 Contractor.

If termination is due to the failure of the Contractor 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 Contractor 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 Contractor 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.

7.11 Unfair Business Practices Claims.

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 renders final payment to the Contractor without further acknowledgment of 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 Contract Officer. 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 the 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 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 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.

9.2 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 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.

9.5 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. 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.

Contractor’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) 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

Rene Salas, City Manager

ATTEST:

Sabrina Muhne, Interim City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

Anthony R. Taylor, City Attorney

CONTRACTOR:

Condor, Inc., a California corporation

By: _____
Name: Janice Ohta
Title: CEO

By: _____
Name: Fred Weiss
Title: President

Address: 3000 Durfee Ave

El Monte, CA 91732

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.

EXHIBIT “A”

SCOPE OF WORK

- I. Contractor shall perform all of the work and comply with all of the specifications and requirements in the “General Provisions” and “Special Provisions” included in the bid documents for the project entitled Aquatics Center Swimming Pool Replastering Project in South El Monte, including any documents or exhibits referenced therein and attached hereto as Exhibit A-1.**
- II. Brief description of the work to be performed:**

The work involves removal of existing plaster and installation of new pool plaster and related work to small and large pools at the Aquatics Center.
- III. In addition to the requirements of Section 6.2, during performance of the work, Contractor will keep the City apprised of the status of performance by delivering the following status reports:**
 - A. Project Baseline Schedule
 - B. Project Look ahead Schedule (3 weeks look ahead) Updates
- IV. All work is subject to review and acceptance by the City, and must be revised by the Contractor without additional charge to the City until found satisfactory and accepted by City.**
- V. Contractor shall provide safe and continuous passage for pedestrian and vehicular traffic in accordance with the Work Area Traffic Control Handbook (WATCH), latest edition.**

EXHIBIT “B”

SPECIAL REQUIREMENTS

(Superseding Contract Boilerplate)

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

EXHIBIT "C"

SCHEDULE OF COMPENSATION

- I. Contractor shall perform all work at the rates on the Bid Sheet submitted as part of Contractor's Proposal, and listed below:

BASE BID SCHEDULE					
BID ITEM	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 276 LF of 4" tile for new coping. • Install 100 SF 1" white step tile on tops and risers of 4 steps, 60 LF 1" black trim tile, and 12 SF 1" white tile on walls adjacent to steps, including 20' of 2"x6" safety edge CPC00022 black mud cap. • Install 53 LF new 1" break line tile at 4.5' depth – 4" wide. • 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. • Install 4 ea new J&J Pure White 8" LED light fixture. • Install 18"x18" of 1" white tiles around drain covers. • Fill the pool and start up the equipment (Water will be provided from facility).	1	LS	\$ 295,000.00	\$ 295,000.00

BASE BID SCHEDULE					
BID ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICES	EXTENDED AMOUNT
	- 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.				
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 6 ea retro eyeball fittings. - Install 338 SF 1" white step tile on tops and risers of 3 steps, 135 LF 1" black trim tile, and 12 SF 1" white tile on walls adjacent to steps, including 135' of 2"x6" safety edge CPC00022 black mud cap. - 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. - Install 4 ea new J&J Pure White 8" LED Light Fixture. - Install 18"x18" of 1" white tiles around drain covers. - 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	\$162,000.00	\$ 162,000.00
TOTAL BASE BID AMOUNT IN NUMBERS					\$ 457,000.00
TOTAL BASE BID AMOUNT IN WORDS: <u>Four Hundred & Fifty-Seven Thousand Dollars Even</u>					

ADDITIVE AND DEDUCTIVE ALTERNATE BID SCHEDULE					
BID ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICES	EXTENDED AMOUNT
A.1	Remove and replace side rope rings.	2	EA	\$ 2,000.00	\$ 4,000.00
A.2	Remove and replace wall returns and required components.	1	LS	\$ 13,000.00	\$13,000.00
A.3	Remove and replace side handrails w/ladder steps. Handrail material must be rustproof stainless steel wire wheel.	6	EA	\$3,500.00	\$21,000.00
A.4	Remove and replace large handrails located at the main steps of both pools. Handrail material must be rustproof stainless steel wire wheel.	4	EA	\$3,000.00	\$12,000.00
TOTAL ADDITIVE AND DEDUCTIVE ALTERNATE BID AMOUNT IN NUMBERS					\$50,000.00
TOTAL ADDITIVE AND DEDUCTIVE ALTERNATE BID AMOUNT IN WORDS: <u>Fifty Thousand Dollars Even</u>					

- II. A retention of five percent (5%) 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 item on the Bid Sheet, and with the approval of the Contract Officer, funds may be shifted from one item's sub-budget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Work is approved per Section 1.10.**
- IV. The City will compensate Contractor 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 amount provided in Section 2.1 of this Agreement.**

EXHIBIT “D”

SCHEDULE OF PERFORMANCE

I. Contractor shall perform all work timely in accordance with the following schedule:

The Contractor shall complete all work within 60 working days.

II. Contractor shall deliver the following tangible work products to the City by the following dates.

N/A.

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

PERFORMANCE BOND

WHEREAS, the CITY OF SOUTH EL MONTE, ("City"), has awarded to CONDOR, INC., as Contractor ("Principal"), a Contract for the work entitled and described as follows: AQUATICS CENTER SWIMMING POOL REPLASTERING PROJECT;

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 CONDOR, INC., as Contractor ("Principal"), a Contract for the work entitled and described as follows: AQUATICS CENTER SWIMMING POOL REPLASTERING PROJECT;

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: Aquatics Center Swimming Pool Replastering 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.

POLICY NUMBER EXPIRATION DATE LIMITS OF LIABILITY

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 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:

- | | |
|--|--|
| ☐ 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

Telephone No.: (_____) _____

*(Original signature only; no facsimile signature
or initialed signature accepted)*

**EXHIBIT A-1
TO ATTACHMENT B**

**NOTICE INVITING SEALED BIDS
FOR**

AQUATICS CENTER SWIMMING POOL REPLASTERING PROJECT

**LACDA Project Number: 602691-24
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 2:00 pm on June 26, 2024, 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. The project involves removal of existing plaster and installation of new pool plaster and related work to small and large pools at the Aquatic Center facility located at 1500 Central Avenue, South El Monte. 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 mailed.

TIME OF COMPLETION. The Contractor shall complete all work within 60 working days of the issuance of the Notice to Proceed. See Section IB. Instructions to Bidders, "Construction Schedule, Progress of Work, Liquidated Damages" for project schedule.

ESTIMATED COST OF WORK. Estimated cost is \$500,000.

PRE-BID MEETING AND SITE VISIT. A mandatory pre-bid meeting will be held at 11:00 am on June 12, 2024, located at 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. Because this project is also funded in part by CDBG Federal Funds, Federal Labor Standards Provisions, including the prevailing wage requirements of the Davis-Bacon and Related Acts will be enforced. In the case of difference between the State and Federal Wage Rates for a classification or requirement, the higher rate and requirement shall apply. 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.

FEDERALLY FUNDED CDBG PROJECT: This is a Federally-assisted construction project. Federal Labor Standards Provisions, including the prevailing wage requirements of the Davis-Bacon and Related Acts will be enforced. Current Wage Decision is provided at the time of the bid advertisement. Bidders shall download updated Wage Decision 10 days prior to Bid Opening, which will be applicable to the contract. Wage Decision can be downloaded from <http://www.wdol.gov>. On the web site, select the following: State: CALIFORNIA, County: LOS ANGELES, Construction Type: BUILDING, HEAVY & HIGHWAY. In the event of a labor dispute, when Federal and State wage rates are in conflict, the higher of the two will prevail.

This is a HUD Section 3 Contract and all Bidders/Proposers must commit to achieving established requirements, including benchmarks, for Section 3 Workers and Section 3 Targeted Workers to be considered a responsive bidder/proposer and eligible for a contract award.

The Contractor(s) must comply with the requirement of Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Agency’s infrastructure project. Pursuant to HUD’s Notice, “Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance” (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

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 \$250 per calendar day.

BIDDING PROCESS. 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, as deemed to be in its best interest.

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.

City of South El Monte

City Project No.: 252

BID

CITY OF SOUTH EL MONTE

AQUATICS CENTER SWIMMING POOL REPLASTERING PROJECT

LACDA Project No.: 602691-24

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. 1 Date: 6/13/2024

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.

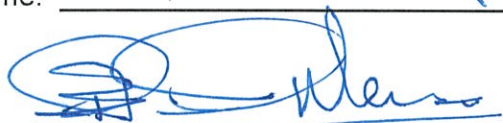
Accompanying this Bid is cash, a cashier's check, a certified check or a Bid Bond in an amount equal to at least ten percent (10%) of the total aggregate Bid price based on the quantities shown and the unit prices quoted. The undersigned further agrees that, should it be awarded the Contract and thereafter 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.

City of South El Monte

City Project No.: 252

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 812288, Class A,B,C53, which expires on 9/30/2024.

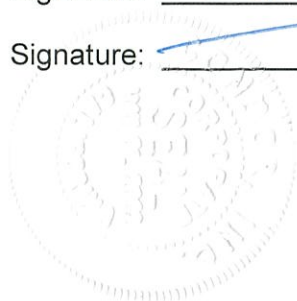
Bidder's Name: Condor, Inc.

Signature: 

Title: Sec/Treas/CFO Date: 6/25/2024

Signature: _____

Title: _____ Date: _____



City of South El Monte

City Project No.: 252

CITY OF SOUTH EL MONTE

BID SHEETS FOR

AQUATICS CENTER SWIMMING POOL REPLASTERING PROJECT

Bidder's Name: Condor, Inc.

To the Honorable Mayor and Members of the City Council:

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

BASE BID SCHEDULE					
BID ITEM	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 276 LF of 4" tile for new coping. • Install 100 SF 1" white step tile on tops and risers of 4 steps, 60 LF 1" black trim tile, and 12 SF 1" white tile on walls adjacent to steps, including 20' of 2"x6" safety edge CPC00022 black mud cap. • Install 53 LF new 1" break line tile at 4.5' depth – 4" wide. • 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. • Install 4 ea new J&J Pure White 8" LED light fixture. • Install 18"x18" of 1" white tiles around drain covers. • Fill the pool and start up the equipment (Water will be provided from facility).	1	LS	\$ <u>295,000.00</u>	\$ <u>295,000.00</u>

City of South El Monte

City Project No.: 252

BASE BID SCHEDULE					
BID ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICES	EXTENDED AMOUNT
	- 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.				
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 6 ea retro eyeball fittings. - Install 338 SF 1" white step tile on tops and risers of 3 steps, 135 LF 1" black trim tile, and 12 SF 1" white tile on walls adjacent to steps, including 135' of 2"x6" safety edge CPC00022 black mud cap. - 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. - Install 4 ea new J&J Pure White 8" LED Light Fixture. - Install 18"x18" of 1" white tiles around drain covers. - 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	\$ <u>162,000.00</u>	\$ <u>162,000.00</u>
TOTAL BASE BID AMOUNT IN NUMBERS					\$ 457,000.00
TOTAL BASE BID AMOUNT IN WORDS: <u>Four Hundred & Fifty-Seven Thousand Dollars Even</u>					

City of South El Monte

City Project No.: 252

ADDITIVE AND DEDUCTIVE ALTERNATE BID SCHEDULE

BID ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICES	EXTENDED AMOUNT
A.1	Remove and replace side rope rings.	2	EA	\$ 2,000.00	\$ 4,000.00
A.2	Remove and replace wall returns and required components.	1	LS	\$ 13,000.00	\$13,000.00
A.3	Remove and replace side handrails w/ladder steps. Handrail material must be rustproof stainless steel wire wheel.	6	EA	\$3,500.00	\$21,000.00
A.4	Remove and replace large handrails located at the main steps of both pools. Handrail material must be rustproof stainless steel wire wheel.	4	EA	\$ 3,000.00	\$12,000.00
TOTAL ADDITIVE AND DEDUCTIVE ALTERNATE BID AMOUNT IN NUMBERS					\$50,000.00

TOTAL ADDITIVE AND DEDUCTIVE ALTERNATE BID AMOUNT IN WORDS: Fifty Thousand Dollars Even

Signature: 

Title: Sec/Treas/CFO Date: 6/24/2024

Signature: _____

Title: _____ Date: _____

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

Schedule of Values (SOV). Within 10 days of execution of this contract, the Contractor shall submit for the City's review and approval an SOV for the lump sum Bid items of the Work. The Schedule of Values will:

- a. Subdivide the Work into its respective parts,
- b. Include values for all items comprising the Work, and
- c. Serve as the basis for monthly progress payments made to the Contractor throughout the Work.

The City shall be the sole judge of acceptable numbers, details, and description of values established. If, in the opinion of the City, a greater number of SOV items than proposed by the Contractor are necessary, the Contractor shall add the additional items so identified by the City. When requested by City, the Contractor shall provide substantiating data in support of scheduled values. Monthly progress payment amounts for Lump Sum items shall be determined from the monthly updates of the Schedule activities.

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.

City of South El Monte

City Project No.: 252

QUESTIONNAIRE FORM

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

- (1) Bidder's Name: Condor, Inc.
- (2) If the Bidder's name is a fictitious name, who or what is the full name of the registered owner? If the Bidder's name is not a fictitious name, write "N/A" in the response to this question. If you are doing business under a fictitious name, provide a copy of the filed valid Fictitious Business Name Statement.
- (3) Business Address: 3000 Durfee Avenue, El Monte, CA 91732
- (4) Telephone: 626-455-0050 Facsimile: 626-869-5123
- (5) Type of Firm – Individual, Partnership, LLC or Corporation: Corporation
- (6) Corporation organized under the laws of the State of: California
- (7) California State Contractor's License Number and Class: 812288-A,B, C53
Original Date Issued: 9/9/2002 Expiration Date: 9/30/2024
- (8) DIR Contractor Registration Number: 1000004667
- (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: Doug Havens
Date of Inspection: 6/12/2024
- (10) Number of years' experience the company has as a contractor in construction work: 22
- (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:
Earl Weiss, Sec/Treasurer/CFO- 3000 Durfee Avenue, El Monte, CA 91732
Fred Weiss, President- 3000 Durfee Avenue, El Monte, CA 91732
Janice Ohta, CEO - 3000 Durfee Avenue, El Monte, CA 91732
- (12) List all current and prior D.B.A.'s, aliases, and fictitious business names for any principal having interest in this Bid:
N/A

City of South El Monte

City Project No.: 252

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

N/A

- (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:

N/A

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

N/A

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

N/A

- (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.

NO

City of South El Monte

City Project No.: 252

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

NO

- (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.

NO

- (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:

NONE

City of South El Monte

City Project No.: 252

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: _____

Maria Alegria A. Chan

Title: Sec/Trea/CFO

Signature: _____

Date: 6/25/2024

This 25th day of June, 20 2024

Title: Notary Public

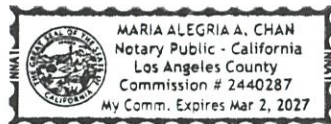
Signature: _____

Signature: _____

Title: _____

Date: _____

(SEAL)



Please see attached notarized acknowledgement form

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.

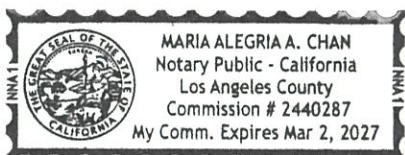
State of California)

County of Los Angeles)

On 6/25/2024 before me, Maria Alegria A. Chan, Notary Public,

personally appeared Earl Weiss
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.



Place Notary Seal Above

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

WITNESS my hand and official seal.

Signature: [Signature]
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

City of So. El Monte- Aquatics Center Swimming Pool Replastering Project

Type or Title of Document: Bid Documents -Questionnaire Forms

Document Date: 6/25/2024 Number of Pages: 4

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer – Title(s): _____
☐ Partner: ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer – Title(s): _____
☐ Partner: ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

City of South El Monte

City Project No.: 252

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 Cal State Fullerton Aquatic Center

Project Description New Competition Swimming Pool

Approximate Construction Dates From: 3/2021 To: 2022

Agency Name: California State University Fullerton

Contact Person: Turner Const.-Drew Poulter **Telephone:** 714-940-9097

Address: 800 N. State College Blvd. Fullerton, CA 92831

Original Contract Amount: \$ 2,095,000- **Final Contract Amount:** \$ 2,622,000-

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

Owner requested Change Orders

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 District Wide Pool Scoreboards Phase 2

Project Description Competition Pool Renovations at 2 High Schools with New Pool Timing Systems & Scoreboards

Approximate Construction Date From: 9/2022 To: 9/2023

Agency Name: Chaffey Joint Union High School District

Contact Person: Tilden Coil Constructors-Lisa Griffin **Telephone:** 909-460-5689

Address: CJUHS District Wide Pool Scoreboards Phase2, Colony HS and Los Osos HS

Original Contract Amount: \$ 2,646,000- **Final Contract Amount:** \$ 2,603,602-

City of South El Monte

City Project No.: 252

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

Owner approved Deductive Change Orders due to non-use of project allowances.

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 Liberty High School Aquatic Center

Project Description New Competition Swimming Pool

Approximate Construction Dates From: 2021 To: 2022

Agency Name: Perris Union High School District

Contact Person: Neff Construction-John Squillace Jr. **Telephone:** 805-607-3637

Address: 155 E. 4th Street, Perris, CA 92570

Original Contract Amount: \$ 2,191,000- **Final Contract Amount:** \$ 2,218,553.90

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

Owner requested Change Orders

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.

City of South El Monte

City Project No.: 252

Project 4 Name/Number Repair Recruit Training Pool, MCRD, Bldg. 639, Project No. 1022-4498

Project Description Repair Recruit Training Pool

Approximate Construction Dates From: 10/2022 To: 12/2022

Agency Name: NAFVAC SOUTHWEST

Heffler Contracting, Group

Contact Person: Dorothy Phillips **Telephone:** 619-749-5740

Address: Repair Recruit Training Pool, MCRD. Bldg. 639, Naval Base

Original Contract Amount: \$ 2,486,620- **Final Contract Amount:** \$ 2,486,620-

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

N/A

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

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

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

N/A

P220 Combat Water Survival Training Facility

Project 5 Name/Number MCB Camp Pendleton, CA N62473-21 N62473-23-F-4269

Project Description New Combat Water Training Tank & New Underwater Egress Tank

Approximate Construction Dates From: 10/2023 To: Present

Agency Name: Department of Navy

Contact Person: RQ Construction, LLC- Clint Petit **Telephone:** 760-310-2808

Address: MCB Camp Pendleton, CA

Original Contract Amount: \$ 5,252,369- **Final Contract Amount:** \$ 5,252,369-

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

City of South El Monte

City Project No.: 252

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 Chino HS Aquatic Center, Gymnasium and Locker Modernization

Project Description Major Pool Renovation, Concrete Decks, & Pool Timing System

Approximate Construction Dates From: 10/23/2023 To: Present

Agency Name: Chino Valley Unified School District
Balfour Beatty Construction, CM

Contact Person: Frank Camacho-PM **Telephone:** 949-236-0961

Address: 5431 Jefferdon Avenue, Chino, CA 91710

Original Contract Amount: \$ 3,098,000- **Final Contract Amount:** \$ 3,098,000-

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.

City of South El Monte

City Project No.: 252

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.



RODOLFO MORA

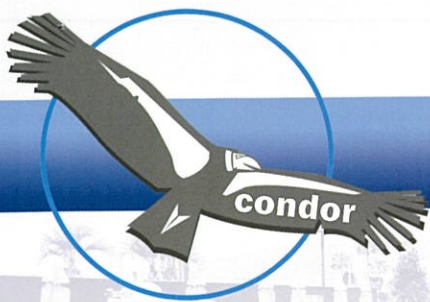
JOBSITE SUPERINTENDENT

AREAS OF EXPERTISE

Over 25 years of Commercial Construction experience. Project Manager, Foreman & Superintendent for Condor Inc., a major Commercial Swimming Pool Builder. Specialization in public works & commercial swimming pool projects for cities, schools and parks. Expertise includes supervision of Pool renovation projects.

PARTIAL LIST OF COMMERCIAL RENOVATION PROJECTS:

Project Name	Description
Capachino & Mills High Schools	Pool Renovation & Replaster
Chaparral High School	Pool Renovation & Replaster
Lake Arrowhead Camp	Pool Renovation & Replaster
Santa Clarita Park Pool	Pool Renovation & Replaster
USC PE	Pool Renovation & Replaster
Bagdouma Pool Rehab	Pool Renovation & Replaster
Murrieta Valley High School	Pool Renovation & Replaster
Chestnut Park	Pool Renovation & Replaster
Santa Clarita Park Pool Rehab	Pool Renovation & Replaster
Dry Town Replaster	Pool Renovation & Replaster
Oxnard HS	Pool Renovation & Replaster
Palm Springs Swim Center	Pool Renovation & Replaster
Rialto Indoor Municipal Pool	Pool Renovation & Replaster
Murrieta Mesa HS	Pool Renovation & Replaster
Slauson Park	Pool Renovation & Replaster
Santa Clarita	Pool Renovation & Replaster
Fountain Valley City Hall Fountain	Fountain Renovation
Loma Alta Pool	Pool Renovation & Replaster
Aliso Viejo Pool	Pool Renovation & Replaster
CDBG Pool Plastering Phase 2	Pool Renovation & Replaster
CDBG Pool Plastering Phase 1	Pool Renovation & Replaster
Ventura Aquatics Center	Pool Renovation & Replaster
City Terrace Park Replaster	Pool Renovation & Replaster
Artesia HS	Pool Renovation & Replaster
Sobrato HS Replaster	Pool Renovation & Replaster
Alhambra Park Replaster	Pool Renovation & Replaster
Anothony Munoz	Pool Renovation & Replaster
Covina Park Pool	Pool Renovation & Replaster
Lompoc Aquatic Center	Pool Renovation & Replaster
Norwalk Aquatic Pavilion- Replaster	Pool Renovation & Replaster
CSUN Spirit Plaza Pools Replasters	Pool Renovation & Replaster
Loma Alta Pool Replastering	Pool Renovation & Replaster
La Mirada Splash	Pool Renovation & Replaster



Condor, Inc.

Quality That Soars Above the Rest

Management Bios

Fred Weiss | President

Fred, co-founder, brings over thirty years of construction management experience and knowledge to ensure each project's successful and timely completion. His expertise includes engineering, design, estimating, bidding, negotiating and evaluating of contracts, supervision and management of construction, scheduling, purchasing, and change order analysis. Prior to founding Condor, Fred was a part owner and project manager at another firm specializing in swimming pool construction, and previously worked as an aerospace engineer developing radar systems for Hughes Aircraft. Fred is a Registered Civil Engineer, license #49856, and is bilingual (Spanish). Fred received his B.A. in Mathematics from Pomona College, and his M.S. in Applied Mechanical Engineering Science from the University of California, San Diego. fred@condor-inc.com

Earl Weiss | Chief Financial Officer

Earl, co-founder, is a veteran business executive with experience in small to mid-sized firms both in the U.S. and abroad. He is focused on ensuring excellence in day to day administration and financial management for the benefit of our clients and our staff. His expertise includes estimating, bidding, negotiating and evaluating of contracts, supervision and management of construction, scheduling, accounting, legal, back-office management, purchasing, and change order analysis. Earl's prior experience includes import-export, retail management and ownership in a swimming pool construction firm. Earl is also an accomplished graphic illustrator and is bilingual (Spanish). Earl holds a B.A. in Business Administration from the University of California, Santa Barbara. earl@condor-inc.com

Janice Ohta | Chief Executive Officer

Janice, founding investor, is a seasoned executive with experience managing and consulting with companies ranging from small early-stage start-ups to large international corporations. The industries for which she has worked or consulted include biotechnology, life science venture capital, aerospace, high end retailing, and construction. Janice is committed to ensuring that Condor, Inc. sets and meets the highest standards in all aspects of our business from operations to administration so that Condor can deliver the best quality work for our clients. Janice holds a B.A. from the University of California, San Diego and an M.B.A. from the University of California, Los Angeles. janice@condor-inc.com



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%)*
NONE					

* 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.

City of South El Monte

City Project No.: 252

INDUSTRIAL SAFETY RECORD FORM

Bidder's Name Condor, Inc.

	Current Year of Record	2023	2022	2021	2020	2019	Total
Number of contracts	18	17	17	19	13	19	
Total dollar amount of contracts (in thousands of dollars)	12,947	13,256	11,976	10,231	13,438	12,345	
Number of fatalities	0	0	0	0	0	0	0
Number of lost workday cases	0	0	0	0	0	0	0
Number of lost workday cases involving permanent transfer to another job or termination of employment	0	0	0	0	0	0	0

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: Earl Weiss, Secretary/Treasurer/CFO
 Date: 6/25/2024

Signature: _____
 Title: _____
 Date: _____



City of South El MonteCity Project No.: 252Bond No. N/A**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: Aquatics Center Swimming Pool Replastering Project

WHEREAS Condor, Inc., 3000 Durfee Avenue, El Monte, CA 91732

(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 United Fire & Casualty Company,

PO Box 73909, Cedar Rapids, IA 52407-3909

(Name and address of Surety)

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

Dollars (\$10% of Total Amount Bid), 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.

City of South El Monte

City Project No.: 252

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: June 24, 2024

"Principal"

Condor, Inc.

By: 
Its: EARL WEISS, SEC./TREAS./CEO

By: _____
Its: _____

"Surety"

United Fire & Casualty Company

By: 
Its: Terah Lane, Attorney-In-Fact

By: _____
Its: _____

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

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 Orange)

On 6/24/2024 before me, Kim Luu, Notary Public,

personally appeared Terah Lane

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.



Place Notary Seal Above

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

WITNESS my hand and official seal.

Signature: [Signature]
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Type or Title of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Terah Lane

- ☐ Individual
- ☐ Corporate Officer – Title(s): _____
- ☐ Partner: ☐ Limited ☐ General
- ☒ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer Is Representing: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Individual
- ☐ Corporate Officer – Title(s): _____
- ☐ Partner: ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer Is Representing: _____



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
 FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, CA
 CERTIFIED COPY OF POWER OF ATTORNEY
 (original on file at Home Office of Company – See Certification)

Inquiries: Surety Department
 118 Second Ave SE
 Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

MARK RICHARDSON, KEVIN CATHCART, TERAH LANE, NICOLE EVANS, KIM LUU, JAMES A. SCHALLER, MIKE PARIZINO, RACHELLE RHEULT, JERI APODACA, HEATHER SALTARELLI, LEIGH MCDONOUGH, JESSICA ALVARADO, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$100,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

"Article VI – Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 15th day of February, 2022

UNITED FIRE & CASUALTY COMPANY
 UNITED FIRE & INDEMNITY COMPANY
 FINANCIAL PACIFIC INSURANCE COMPANY

By: 
 Vice President

State of Iowa, County of Linn, ss:

On 15th day of February, 2022, before me personally came Kyanna M. Saylor to me known, who being by me duly sworn, did depose and say; that she resides in Cedar Rapids, State of Iowa; that she is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that she knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that she signed her name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.

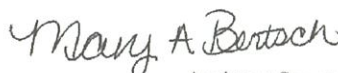



 Notary Public
 My commission expires: 10/26/2025

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations
 this 24th day of June, 2024



By: 
 Assistant Secretary,
 UF&C & UF&I & FPIC

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.

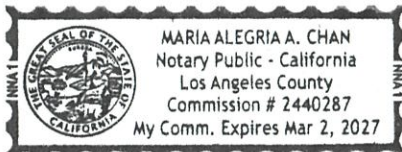
State of California)

County of Los Angeles)

On 6/25/2024 before me, Maria Alegria A. Chan, Notary Public,

personally appeared Earl Weiss
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.



Place Notary Seal Above

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

WITNESS my hand and official seal.

Signature: [Signature]
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

City of South El Monte

Type or Title of Document: Bid Bond for Aquatics Center Swimming Pool Replastering Project

Document Date: 6/24/2024 Number of Pages: 4

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer – Title(s): _____
☐ Partner: ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer – Title(s): _____
☐ Partner: ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

City of South El Monte

City Project No.: 252

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

The undersigned declares:

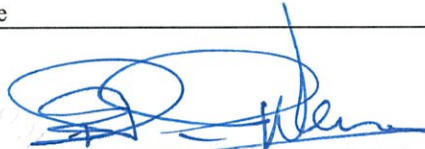
I am the Secretary/Treasurer/CFO of Condor, Inc., the party making the foregoing Bid.

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 6/25/2024 [date], at El Monte [city], California [state].

Signature:



Signature:

Printed Name: Earl Weiss

Printed Name:

Date: 6/25/2024

Date:

This form must be notarized.

Please see attached notarized acknowledgement form.

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.

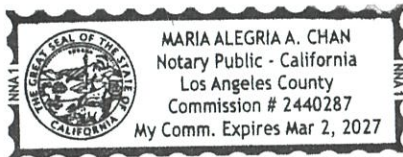
State of California)

County of Los Angeles)

On 6/25/2024 before me, Maria Alegria A. Chan, Notary Public,

personally appeared Earl Weiss
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.



Place Notary Seal Above

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: Maria Alegria A. Chan
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

City of So. El Monte- Aquatics Center Swimming Pool Replastering Project

Type or Title of Document: Non-Collusion Declaration Form

Document Date: 6/25/2024 Number of Pages: 1

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer – Title(s): _____
☐ Partner: ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer – Title(s): _____
☐ Partner: ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

THE FOLLOWING FORMS ARE REQUIRED TO BE COMPLETED AND SUBMITTED WITH THE BID:

- 1. NON-SEGREGATED FACILITIES CERTIFICATION**
- 2. PAST PERFORMANCE CERTIFICATION**
- 3. COUNTY LOBBYIST CERTIFICATION**
- 4. WORKER'S COMPENSATION CERTIFICATION**
- 5. CONTRACTOR'S LIST OF PROPOSED SUBCONTRACTORS**
- 6. REQUEST FOR ADDITIONAL CLASSIFICATION AND RATE**
- 7. SECTION 3 BUSINESS CONCERN CERTIFICATION**
- 8. SECTION 3 WORKER CERTIFICATION**
- 9. TARGETED SECTION 3 WORKER CERTIFICATION**
- 10. NOTICE OF EQUAL EMPLOYMENT OPPORTUNITY COMMITMENT**
- 11. FEDERAL LOBBYIST CERTIFICATION**
- 12. CERTIFICATION FOR APPLICABLE FRINGE BENEFIT PAYMENTS**
- 13. DECLARATION OF INTENT TO COMPLY WITH SECTION 3 REQUIREMENTS**

City of South El Monte

City Project No.: 252

1. NON-SEGREGATED FACILITIES CERTIFICATION

**NON-SEGREGATED FACILITIES CERTIFICATION
FEDERALLY-ASSISTED CONSTRUCTION PROJECTS**

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

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

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

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

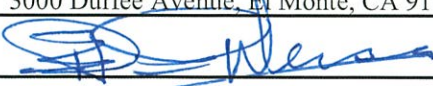
NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Date: 6/25/2024

Project Number: LACDA Project No.: 602691-24
City Project No.: 252

Company: Condor, Inc.

Address: 3000 Durfee Avenue, El Monte, CA 91732

By: 

Title: Sec/Treas/CFO

City of South El Monte

City Project No.: 252

2. PAST PERFORMANCE CERTIFICATION

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

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

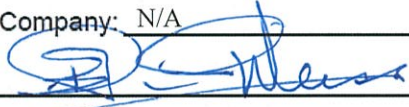
LACDA Project No.: 602691-24

Date: 6/25/2024 Project Number: City Project No.: 252 Contract Award: \$

Awarding Agency: City of South El Monte, California

Contractor Name: Condor, Inc. Total Number of Employees 35

Affiliate Company: N/A

By: 

Title: Secretary/Treasurer/CFO

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

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

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

(A) All private employers who are:

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

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

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

City of South El Monte

City Project No.: 252

3. COUNTY LOBBYIST CERTIFICATION

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

Name of Firm: Condor, Inc.

Address: 3000 Durfee Avenue, El Monte

State: CA Zip Code: 91732 Telephone Number: (626) 455-0050

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:

Earl Weiss
(Contractor/Subcontractor)

6/25/2024
(Date)

By: 
(Signature)

Secretary/Treasurer/CFO
(Title)

City of South El Monte

City Project No.: 252

4. WORKER'S COMPENSATION CERTIFICATION

WORKER'S COMPENSATION CERTIFICATION

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

LACDA Project No.: 602691-24

Date: 6/25/2024

Project Number: City Project No.: 252

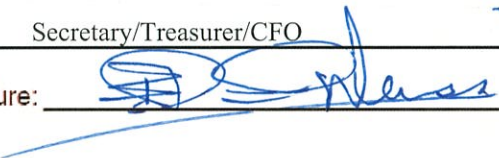
Project Name: AQUATICS CENTER SWIMMING POOL REPLASTERING PROJECT

Company Name: Condor, Inc.

Address: 3000 Durfee Avenue, El Monte, CA 91732

Print Name: Earl Weiss

Title: Secretary/Treasurer/CFO

Signature: 



City of South El Monte

City Project No.: 252

6. REQUEST FOR ADDITIONAL CLASSIFICATION AND RATE

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT REPORT OF ADDITIONAL CLASSIFICATION AND RATE		HUD FORM 4230A OMB Approval Number 2501-0011 (Exp. 09/30/2005)	
1. FROM (name and address of requesting agency) N/A		2. PROJECT NAME AND NUMBER Project #252	
4. BRIEF DESCRIPTION OF PROJECT		3. LOCATION OF PROJECT (City, County and State) 5. CHARACTER OF CONSTRUCTION ☐ Building ☐ Residential ☐ Heavy ☒ Other (specify) ☐ Highway Swimming Pool	
6. WAGE DECISION NO. (include modification number, if any) ☐ COPY ATTACHED		7. WAGE DECISION EFFECTIVE DATE	
8. WORK CLASSIFICATION(S)		HOURLY WAGE RATES	
		BASIC WAGE	FRINGE BENEFIT(S) (if any)
9. PRIME CONTRACTOR (name, address)		10. SUBCONTRACTOR/EMPLOYER, IF APPLICABLE (name, address)	
Check All That Apply: ☐ The work to be performed by the additional classification(s) is not performed by a classification in the applicable wage decision. ☐ The proposed classification is utilized in the area by the construction industry. ☐ The proposed wage rate(s), including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage decision. ☐ The interested parties, including the employees or their authorized representatives, agree on the classification(s) and wage rate(s). ☐ Supporting documentation attached, including applicable wage decision.			
Check One: ☐ Approved, meets all criteria. DOL confirmation requested. ☐ One or more classifications fail to meet all criteria as explained in agency referral. DOL decision requested.			
_____ Agency Representative (Typed name and signature)		_____ Date _____ Phone Number	
		FOR HUD USE ONLY LR2000: Log in: Log out:	

HUD-4230A (5-03) PREVIOUS EDITION IS OBSOLETE

City of South El Monte

City Project No.: 252

7. SECTION 3 BUSINESS CONCERN CERTIFICATION

SECTION 3 BUSINESS CONCERN CERTIFICATION

Business Name: Condor, Inc.

Address: 3000 Durfee Avenue,

City/State/Zip Code: El Monte, CA 91732

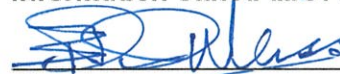
Telephone Number: 626-455-0050 **Email Address:** earl@condor-inc.com

This business is a Section 3 business concern based on one of the following categories, as documented:

- ☐ **A. Business is 51% or more owned by low- or very low-income persons,**
(Attach a Section 3 Worker Certification(s) for each owner to this certification.)
- ☐ **B. Over 75 percent (75%) of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers,**
Provide the following information for the prior three-month period:
- Indicate total number of labor hours performed by Section 3 workers: _____ Hours
 - Indicate total number of labor hours performed by all workers: _____ Hours
 - Calculate the percentage of labor hours by Section 3 workers: _____ %
- (Attach the Section 3 Worker Certifications and Section 3 Labor Hours Reports.)
- or
- ☐ **C. Business is 51% or more owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.**
(Attach proof of public housing or Section 8-assisted housing residence.)

(NOTE: FAILURE OF THE BUSINESS TO PROVIDE THE REQUIRED DOCUMENTATION AS NOTED ABOVE SHALL BE GROUNDS FOR THE LCA TO DETERMINE THE BUSINESS A NON-SECTION 3 BUSINESS CONCERN.)

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.


Signature

Secretary/Treasurer/CFO
Title

6/25/2024
Date

TO BE COMPLETED BY LOCAL CONTRACTING AGENCY STAFF

This business meets the following category:

- ☐ 51% owned by low- or very low-income persons,
☐ 75% of labor hours performed by Section 3 workers, or
☐ 51% currently owned and controlled by public housing or Section 8-assisted housing residents.

Approved by: (Print Name) _____ Signature: _____ Date: _____

City of South El Monte

City Project No.: 252

8. SECTION 3 WORKER CERTIFICATION

**2023 SECTION 3 WORKER CERTIFICATION
FOR
LOS ANGELES COUNTY RESIDENTS
(EFFECTIVE OCTOBER 30, 2023)**

Employee Name: TBD

Address: _____

City/State/Zip Code: _____

I hereby state that I am or when hired within the past five (5) years, fit at least one of the following categories, as documented:

1. I am a low-income resident in the County of Los Angeles with an income for the previous or annualized calendar year below the income limits established by the U.S. Department of Housing and Urban Development (HUD) as follows:

☐ My Gross Annual Income from all sources is \$70,650 or less.

2. ☐ I am employed by a Section 3 business, or

3. ☐ I am a YouthBuild participant.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Employee Signature _____ **Date** _____

To Be Completed by the Employer

The employee was hired on: _____

This employee meets the following: ☐ HUD Income Limits ☐ Section 3 Business Employee ☐ YouthBuild Participant Business

Name: _____ Print

Name of Owner / Agent: _____

Signature of Owner / Agent: _____ Date: _____

City of South El Monte

City Project No.: 252

9. TARGETED SECTION 3 WORKER CERTIFICATION

**TARGETED SECTION 3 WORKER CERTIFICATION
FOR
LOS ANGELES COUNTY RESIDENTS**

(SECTION 3 CONTRACTS EXECUTED ON OR AFTER NOVEMBER 30, 2020
AND SUBJECT TO 24 CFR 75 "NEW RULE")

Employee Name: TBD

Address: _____

City/State/Zip Code: _____

I hereby certify that I am or when hired within the past five (5) years fit at least one of the following categories:

COUNTY OF RESIDENCE Select your County of Residence:				
☐ Los Angeles	☐ Ventura	☐ Kern	☐ Orange	☐ San Bernardino- Riverside

- ☐ 1. I am employed by a Section 3 business, or
- ☐ 2. I am an employee who currently fits or when hired fit at least one of the following two groups, as documented, within the past five years:
- ☐ I am living within the service area or the neighborhood of the Section 3 project. "Service area" or the "neighborhood of the project" means an area within one mile of the Section 3 project or, if fewer than 5,000 people live within one mile of a Section 3 project, within a circle centered on the Section 3 project that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census, or
- ☐ I am a YouthBuild Participant.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Employee Signature

Date

<u>To Be Completed by the Employer</u>	
The employee was hired on: _____	
This employee meets the following: ☐ Section 3 Business Employee ☐ Section 3 Project ☐ YouthBuild Participant	
Business Name: _____	Print Name of Owner / Agent: _____
Signature of Owner / Agent: _____	Date: _____
TO BE COMPLETED BY LACDA STAFF	
Reviewed by: _____	Date: _____

City of South El Monte

City Project No.: 252

10. NOTICE OF EQUAL EMPLOYMENT OPPORTUNITY COMMITMENT

EQUAL EMPLOYMENT OPPORTUNITY COMMITMENT

TO:

TBD

(Name of Labor Union, Workers Representative, etc.)

(Address)

Name of Business (Contractor): Condor, Inc.

Project Name: Aquatics Center Swimming Pool Replastering Project Number: LACDA Project No.: 602691-24
City Project No.: 252

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

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

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

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

Earl Weiss

(Print Name)

By:



(Signature)

6/25/2024

(Date)

Secretary/Treasurer/CFO

(Title)

City of South El Monte

City Project No.: 252

11. FEDERAL LOBBYIST CERTIFICATION

EXHIBIT - 15

FEDERAL LOBBYIST CERTIFICATION

Name of Firm: Condor, Inc.

Address: 3000 Durfee Avenue, El Monte

State: CA Zip Code: 91732 Telephone Number: (626) 455-0050

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.

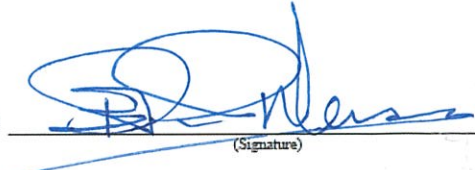
- 1) No Federal appropriated funds have been paid by or on behalf of the above named firm to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with 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:

Earl Weiss
(Contractor/Subcontractor)

6/25/2024
(Date)

By: 
(Signature)

Secretary/Treasurer/CFO
(Title)

City of South El Monte

City Project No.: 252

12. CERTIFICATION FOR APPLICABLE FRINGE BENEFIT PAYMENTS

CERTIFICATION FOR APPLICABLE FRINGE BENEFIT PAYMENTS

PROJECT NAME: Aquatics Center Swimming Pool Replastering Project

PROJECT NUMBER: City Project No.: 252

TBD

Classification / Fringe Benefits Provided		Name, Address, and Telephone Number of Plan/Fund Program
1)		
Health and Welfare	\$	
Pension	\$	
Vacation	\$	
Apprenticeship/Training	\$	
2)		
Health and Welfare	\$	
Pension	\$	
Vacation	\$	
Apprenticeship/Training	\$	
3)		
Health and Welfare	\$	
Pension	\$	
Vacation	\$	
Apprenticeship/Training	\$	

OR: (Check if applicable)

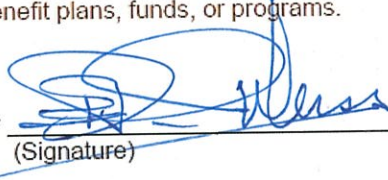
☒ I certify that I do not make payments to approved fringe benefit plans, funds, or programs.

Condor, Inc.

(Contractor/Subcontractor)

6/25/2024

(Date)

by 

(Signature)

Secretary/Treasurer/CFO

(Title)

13. DECLARATION OF INTENT TO COMPLY WITH SECTION 3 REQUIREMENTS

**DECLARATION OF INTENT TO COMPLY WITH
SECTION 3 REQUIREMENTS**

As a minimum requirement for consideration of a contract award, the Bidder/Proposer shall declare his/her intent to comply with Section 3 (24 CFR 75) of the Housing and Urban Development Act of 1968, as amended (Section 3). The Bidder/Proposer is obliged, to the greatest extent feasible, to give opportunities for training and employment to low-income and very low-income persons residing in the service area or neighborhood in which the covered Section 3 project/service is located, and/or to award subcontracts to other Section 3 business concerns that provide economic opportunities for Section 3 workers and Targeted Section 3 workers.

Bidder/Proposer agrees that, as a condition of responsiveness to the solicitation and prior to recommendation for contract award by the Local Contracting Agency (LCA), he/she will agree to comply with the Section 3 requirements by including the Section 3 contract language in the contract, to the greatest extent feasible, to meet the Section 3 benchmarks and report all accomplishments with required documentation on a quarterly basis for the duration of the contract.

The Section 3 benchmarks apply to all Section 3 covered contracts as follows:

- Public housing financial assistance benchmarks:
 - Section 3 workers: 25% or more for the total number of labor hours worked by all workers employed, and
 - Targeted Section 3 workers: 5% or more of the total number of labor hours worked by all workers employed of which is included as part of the 25% threshold in the previous bullet.
- Community development financial assistance benchmarks:
 - Section 3 workers: 25% or more for the total number of labor hours worked by all workers employed on a Section 3 project, and
 - Targeted Section 3 workers: 5% or more of the total number of labor hours worked by all workers employed on a Section 3 project of which is included as part of the 25% threshold in the previous bullet.

Failure of the Bidder/Proposer to agree to comply with the Section 3 requirements and reporting obligations shall be grounds for determining the Bidder/Proposer non-responsive, and no further consideration for contract award shall be granted.

I declare under penalty of perjury under the laws of the State of California that we agree to comply with the Section 3 requirements as stated above.

Condor, Inc.	3000 Durfee Avenue, El Monte, CA 91732
_____ Name of Contractor/Subcontractor	_____ Address
Earl Weiss	Secretary/Treasurer/CFO
_____ Print Name	_____ Title
 _____ Signature	6/25/2024 _____ Date

RESOLUTION OF BOARD OF DIRECTORS

OF

CONDOR, INC.,

A California Corporation

January 25th, 2013

WHEREAS, it is deemed to be in the best interest of this corporation and its stockholders; and

WHEREAS, a majority of the Board of Directors has voted in favor of this approval,

NOW, THEREFORE, BE IT RESOLVED, that the following persons are hereby authorized to legally bind the corporation either jointly and/or individually:

Janice Ohta, CEO
Fred J. Weiss, President
Earl P. Weiss, Secretary / Treasurer / CFO

RESOLVED, FURTHER, that the Corporation authorizes copies of this Resolution may be made available as evidence of authority to bind the Corporation.

I have hereto set my hand
this 25th day of January, 2013



Earl Weiss
Secretary / Treasurer / CFO

(SEAL)

1. BID TABULATION													
PROJECT NAME: AQUATICS CENTER SWIMMING POOL REPLASTERING PROJECT, LACDA PROJECT NO.: 602691-24, CITY PROJECT NO.: 252													
BID TABULATION				Apparent Low Bidder 1		Apparent Low Bidder 2		Non-Responsive Bid	AVERAGE BID VALUES		LOWEST UNIT BID PRICE	HIGHEST UNIT BID PRICE	
				Condor, Inc.		California Waters Development Inc, dba California Waters		USA Construction					
Bid Item and Description				Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	The bid submitted by USA Construction provided a bid bond in an amount less than 10% of total base bid amount. Per Public Contract Code Section 20483, the required Bid Bond is 10%, therefore, this bid is deemed non-responsive.			
Unit Price										Unit Price	Total Price		
BASE BID SCHEDULE													
1	Replaster Aquatic Center Swimming Large Main Pool.	1	LS	\$295,000.00	\$295,000.00	\$354,165.00	\$354,165.00			\$324,582.50	\$324,582.50	\$295,000.00	\$354,165.00
2	Replaster Aquatic Center Swimming Small Pool.	1	LS	\$162,000.00	\$162,000.00	\$193,700.00	\$193,700.00			\$177,850.00	\$177,850.00	\$162,000.00	\$193,700.00
TOTAL BASE BID SCHEDULE AMOUNT IN NUMBERS:					\$457,000.00		\$547,865.00				\$502,432.50		
ADDITIVE AND DEDUCTIVE ALTERNATE BID SCHEDULE													
A.1	Remove and replace side rope rings.	2	EA	\$2,000.00	\$4,000.00	\$1,100.00	\$2,200.00			\$1,550.00	\$3,100.00	\$1,100.00	\$2,000.00
A.2	Remove and replace wall returns and required components.	1	LS	\$13,000.00	\$13,000.00	\$1,000.00	\$1,000.00			\$7,000.00	\$7,000.00	\$1,000.00	\$13,000.00
A.3	Remove and replace side handrails w/ladder steps. Handrail material must be rustproof stainless steel wire wheel.	6	EA	\$3,500.00	\$21,000.00	\$1,975.00	\$11,850.00			\$2,737.50	\$16,425.00	\$1,975.00	\$3,500.00
A.4	Remove and replace large handrails located at the main steps of both pools. Handrail material must be rustproof stainless wire wheel.	4	EA	\$3,000.00	\$12,000.00	\$1,062.50	\$4,250.00			\$2,031.25	\$8,125.00	\$1,062.50	\$3,000.00
TOTAL ADDITIVE AND DEDUCTIVE ALTERNATE BID AMOUNT IN NUMBERS:					\$50,000.00		\$19,300.00				\$34,650.00		
BID RANKING					Apparent Low Bidder 1		Apparent Low Bidder 2						
TOTAL BASE BID AMOUNT CALCULATED BASED ON UNIT PRICES (The award of Contract shall be based on the TOTAL BASE BID AMOUNT)					\$457,000.00		\$547,865.00						
TOTAL BASE BID AMOUNT INDICATED BY BIDDER					\$457,000.00		\$547,865.00						
CALCULATION CORRECTIONS TO BASE BID AMOUNT SUBMITTED BY CONTRACTOR BASED ON CALCULATED BID AMOUNT					\$0.00		\$0.00						
TOTAL ADDITIVE AND DEDUCTIVE ALTERNATE BID SCHEDULE BASED ON UNIT PRICES					\$50,000.00		\$19,300.00						
TOTAL ADDITIVE AND DEDUCTIVE ALTERNATE BID SCHEDULE INDICATED BY BIDDER					\$50,000.00		\$19,300.00						
CALCULATION CORRECTIONS TO BASE BID AMOUNT SUBMITTED BY CONTRACTOR BASED ON CALCULATED BID AMOUNT					\$0.00		\$0.00						
TOTAL BASE BID + ADDITIVE ALTERNATE BID AMOUNT					\$507,000.00		\$567,165.00						
IS THE BIDDER QUALIFIED BASED ON REFERENCE PROJECTS				YES									
SUBCONTRACTOR % AND AMOUNT SHOWN IN THE BID				0%	\$0.00	0%	\$0.00						
					\$0.00		\$0.00						
SUBCONTRACTORS				TOTAL	\$0.00	TOTAL	\$0.00						

2. REVIEW OF APPARENT LOW BID					
APPARENT LOW BID SUBMITTED BY:		Condor, Inc.		APPARENT LOW BID AMOUNT:	\$457,000.00
ITEM REVIEWED/CHECKED	REVIEW RESULT	BY	DATE	REMARKS	
BID STAMPED AS RECEIVED PRIOR BID TIME:	YES	CITY CLERK	6/27/24		
BID BOND IN PROPER AMOUNT:	YES	NG	6/27/24		
ADDENDA ACKNOWLEDGEMENT:	YES	NG	6/27/24		
ANY APPARENT DISCREPANCY IN THE SUBMITTAL:	NO	NG	6/27/24		
TOTAL BID PRICES CALCULATED CORRECTLY:	YES	NG	6/27/24		
SUBCONTRACTOR AMOUNT:	\$0.00	NG	6/27/24		
MIN PRIME CONTRACTOR % REQUIREMENT FOR WORK PER SPECIFICATIONS:	51.00%	NG	6/27/24		
PRIME CONTRACTOR % CALCULATED PER BID SUBMITTAL (THIS % MUST BE EQUAL OR MORE THAN ABOVE %):	100.00%	NG	6/27/24		
BIDDER COMPLIES WITH MIN PRIME CONTRACTOR % REQUIREMENT:	YES	NG	6/27/24		
MAX ALLOWABLE SUBCONTRACTOR PERCENT PER SPECIFICATIONS:	49.00%	NG	6/27/24		
SUB CONTRACTOR % CALCULATED PER BID SUBMITTAL (THIS % MUST BE EQUAL OR LESS THAN ABOVE %):	0.00%	NG	6/27/24		
BIDDER COMPLIES WITH MAX. SUB CONTRACTOR % REQUIREMENT:	YES	NG	6/27/24		
PRIME CONTRACTOR LICENSE STATUS:	Condor, Inc.	812288	NG	6/27/24	Print-out from CLSB Web Page attached (http://www.cslb.ca.gov/)
PRIME CONTRACTOR DIR REGISTRATION STATUS:	Condor, Inc.	1000004667	NG	6/27/24	Print-out from DIR Web Page attached (https://services.dir.ca.gov/gsp?id=dir_contractors&table=x_cdoi2_left_core_contractor_lookup)
PRIME CONTRACTOR DEBARMENT STATUS FROM STATE CONTRACTS:	Condor, Inc.	NOT ON STATE DEBARRED LIST	NG	6/27/24	Print-out from DIR Web Page attached (http://www.dir.ca.gov/dlse/debar.html)
PRIME CONTRACTOR DEBARMENT STATUS FROM FEDERAL CONTRACTS:	Condor, Inc.	NOT ON FEDERAL DEBARRED LIST	NG	6/27/24	Print-out from SAM Web Page attached (https://www.sam.gov/SAM/)
REFERENCE CHECK ACCEPTABLE:	YES	NG	6/27/24	See Reference Check	

3. REFERENCE CHECK OF APPARENT LOW BIDDER

Condor, Inc.

REFERENCE DATA FOR APPARENT LOW BIDDER					REFERENCE CHECK FOR APPARENT LOW BIDDER						CHECKED BY	DATE
					Answer "YES" if satisfied or "NO" if not satisfied							
REFERENCE PROJECT	OWNER	CONTACT & TELEPHONE	AMOUNT	DATE COMPLETED	DID THE CONTRACTOR DO QUALITY WORK	DID THE CONTRACTOR STAY ON SCHEDULE	DID THE CONTRACTOR ASK FOR UNNECESSARY CHANGE ORDERS	DID THE CONTRACTOR FILE CLAIMS AGAINST YOU	WILL YOU HIRE THE CONTRACTOR AGAIN	REMARKS		
Liberty High School Aquatic Center	Perris Union High School District	John Squillace Jr. (805) 607-3637	\$ 2,218,553.90	2022	Yes	Yes	No	No	Yes	Previously worked with Condor Inc more than twice and were happy with the results. Work quality was good and they did not push unnecessary charges. They are looking forward to work with them in the future.	NG	6/27/2024
P220 Combat Water Survival Training Facility MCB Camp Pendleton	Department of Navy	Clint Petit (760) 310-2808	\$ 5,252,369.00	Ongoing	Yes	Yes	No	No	Yes	Contractor was on schedule and did not push unnecessary change orders. Quality of work was good and would work with this contractor again.	NG	6/27/2024

4. LOWEST RESPONSIVE BID	
LOWEST RESPONSIVE BID SUBMITTED BY:	Condor, Inc.
IN THE AMOUNT OF:	\$457,000.00



CONTRACTORS STATE LICENSE BOARD

Contractor's License Detail for License # 812288

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

- ▶ CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure click on link that will appear below for more information. Click [here](#) for a definition of disclosable actions.
- ▶ Only construction related civil judgments reported to CSLB are disclosed (B&P 7071.17).
- ▶ Arbitrations are not listed unless the contractor fails to comply with the terms.
- ▶ Due to workload, there may be relevant information that has not yet been entered into the board's license database.

Data current as of 6/27/2024 10:31:37 AM

Business Information

CONDOR INC
3000 DURFEE AVENUE
EL MONTE, CA 91732
Business Phone Number:(626) 455-0050

Entity Corporation
Issue Date 09/09/2002
Expire Date 09/30/2024

License Status

This license is current and active.

All information below should be reviewed.

Classifications

- ▶ [A - GENERAL ENGINEERING](#)
- ▶ [B - GENERAL BUILDING](#)
- ▶ [C53 - SWIMMING POOL](#)

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with [OLD REPUBLIC SURETY COMPANY](#).

Bond Number: W150351345

Bond Amount: \$25,000

Effective Date: 01/01/2023

[Contractor's Bond History](#)

Bond of Qualifying Individual

The qualifying individual FREDERICK JOHN WEISS certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.

Effective Date: 09/09/2002

Workers' Compensation

This license has workers compensation insurance with the [EVEREST NATIONAL INSURANCE COMPANY](#)

Policy Number: 7600022746231

Effective Date: 10/04/2023

Expire Date: 10/04/2024

[Workers' Compensation History](#)



[eCPR Public Search](#)

[Log in](#)

[Public Works Support](#)

[Contractors](#)

[Projects](#)

[Register](#)

[Home](#) > [Contractor](#) > [CONDOR, INC.](#)

CONDOR, INC.

Contractor

Contractor business email

earl@condor-inc.com

Contractor c ation eff date

2023-07-01

Contractor first name

Earl

Contractor mailing city

EL MONTE

Contractor mailing state

CA

Contractor mailing zip

91732

Contractor physical city

EL MONTE

Contractor physical state

CA

Contractor physical zip

91732

Contractor certify date

2023-06-05

Contractor company type

Corporation

Contractor craft legacy

Laborer

Contractor craft snow

Contractor c ation exp date

2026-06-30

Contractor date deactivated

Contractor dba name

CONDOR, INC.

Contractor entity number

C2397651

Contractor ID

1000004667

Contractor last name

Weiss

Contractor mailing address2

Contractor physical address1

3000 DURFEE AVENUE

Contractor physical address2

Contractor source

legacy-pwcr

Contractor wc cert date

2022-10-04

Contractor wc exp date

2023-10-04

Contractor wc policy number

7.60002E+12

Contractor wc selection

Insured by carrier

Contractor legal entity name

CONDOR, INC.

Contractor mailing address1

3000 DURFEE AVENUE

Contractor wc carrier

Condor, Inc.

[Terms & Conditions](#)

[Privacy Policy](#)

[Disclaimer](#)

[Nondiscrimination Notice](#)

[Accessibility](#)

[dir.ca.gov](#)

Copyright 2024 State of California

DLSE Debarments

The following is a list of contractors barred from bidding on, accepting, or performing any public works contracts, either as a contractor or subcontractor. Please refer to the “Period of Debarment” for status of debarment period as noted below:

As part of your due diligence, we suggest that you also check:

- [Contractor status at the Contractors State License Board \(CSLB\)](#) 
- [The Federal debarment list at the Excluded Parties List System](#) 

Name of contractor	Period of debarment
MICHAEL FLOORING, INC.; BENNY MICHAEL CSLB License Number: 874947	5/30/2023 through 5/30/2026 Decision SC 7278  The debarment order is currently stayed by order of the Kern County Superior Court
TOBO CONSTRUCTION, INC.; JIMI WAN CHAE; MONICA SHIUN OH; KYUNG JIN YOON, CSLB License Number: 758012	5/10/2023 through 5/10/2026 Decision SC 7250 
G M Climate Control, Inc. CSLB License Number: 967267	3/2/2023 through 9/2/2024 Decision 40-71536 
MINAKO AMERICA CORPORATION DBA MINCO CONSTRUCTION; AND REFAAT HILMAY MINA,	9/27/2021 through 9/26/2022 Decision LB 6333 



How can we help you today?



CSLB License Number: 612429	GRFCO, INC. DBA ONSITE KRUSHING; GARCIA JUAREZ CONSTRUCTION, INC.; GEORGE ROBERT FROST; AND JAMES CRAIG JACKSON 5/21/2021 through 5/20/2024 Decision LB 6629  CSLB License Number: 291013 and 84801
ECS CONTRACTORS, INC. dba ECS ELECTRIC, INC.; UMAR KHALID RANA, an individual and CEO/RMO of ECS CONTRACTORS, INC.; and KANWAL SAJJAD RANA, an individual and RMO of ECS CONTRACTORS, INC. 3/1/2020 through 3/1/2023 Decision LB 5590  CSLB License Number: 975222	Avi Shechter, Individually DBA Avi Shechter 5/6/2019 through 5/5/2022 Decision LB 6328  CSLB Number: 908891 and 1018353
Patrick Kim, Individually DBA Ritecon Plumbing 8/21/2018 through 8/20/2019 Decision LB 6762  CSLB Number: 991018	Bighorn Construction, Inc. 5/5/2018 through 5/5/2018 Decision LB 665  CSLB Number: 597866



Doug Parks, Individually dba Doug Parks and Son Plumbing CSLB Number: 411825	10/11/2017 through 10/10/2019 Decision SC 5807 
Worthington Construction, Inc.; Dale Worthington, an individual and CEO/RMO of Worthington Construction, Inc.; and, Holi Jeanne Worthington, an individual and Officer of Worthington Construction CSLB Number: 714836	6/15/2018 through 9/16/2019 Decision LB 5267 
RMV Construction, Inc., A California Corporation; and Robert Michael Vasil II a.k.a. Robert Michael Vasil a.k.a. Mike Vasil, an Individual and CEO/RMO President of RMV Construction, Inc. CSLB Number: 892389	4/1/2017 through 8/18/2018 Decision LB 5266 
Gewargis Youkhanis Narso, an individual dba GEHVAC and Technologies, a sole proprietorship, And GEHVAC Co., a sole proprietorship CSLB Number: 899312 and 1013848	2/1/2017 through 1/31/2020 Decision 40-48480-516 



Joseph Brothers Enterprise, Inc.; Ken Joseph Individually and as CEO CSLB Number: 849169	4/3/2018 through 10/3/2019 Decision SC 6390 
Dave Cook Concrete Construction, Inc., and David William Cook 34231 Camino Capistrano #102 Capistrano Beach, CA 92624-1189 CSLB Number: 461897	3/1/2017 through 2/29/2020 Decision LB 6207 
Bannaoun Engineers Constructors Corporation; Omar Maloof, An Individual P.O. Box 16599 Beverly Hills, CA 90209-2599 CSLB Number: 827829	05/12/17 through 05/11/20 Decision SC 5517 
Evans Roofing Co., Inc. 2020 South Yale Street Santa Ana, CA 92706 CSLB Number: 610549	10/31/16 through 10/30/19 Decision LB 6270 
Guillermo Ibaibarriaga dba Sierra Nevada Stucco and 2K Roofing Sierra Nevada Stucco P.O. Box 8472 Reno, NV 89502 CSLB Number: 915812 2K Roofing 820 Kuenzli Street Reno, NV 89502 CSLB Number: 954551	05/14/17 through 05/13/20 Decision SC 6037 



Del Norte Construction, And Trinidad Manuel Canales, an Individual PO Box 5101 Oxnard, CA 93030	6/01/16 through 5/31/17 Decision LB 5533 
5020 Wooley Rd. Oxnard, CA 93030	
CSLB Number: #945723	
Diversified Building & Electric Company, Inc. 409 Tennant Station Morgan Hill, CA 95037	2/15/16 through 8/15/17 Decision SC 5714 
Denis Andrew Maris, Individually and Doing Business as Diversified Electric Company	
CSLB Number: #765312	
Fast Demolition, Inc. 601-C East Palomar Street #123 Chula Vista, CA 91911 CSLB Number: #792729	4/1/44 through 3/31/47 Decision LB5742 
	4/1/41 through 3/31/44 Decision LB5665 
Rogelio Medina Vazquez., an individual and in his capacity as Responsible Managing Officer of FAST DEMOLITION, INC.	4/1/36 through 3/31/39 Decision LB5740 
	4/1/33 through 3/31/37 Decision LB5651 
	4/1/33 through 3/31/33 Decision LB5733 
	4/1/24 through 3/31/33 Decision LB5743 
	4/1/30 through 3/31/33 Decision LB5743 

	4/1/27 through 3/31/30 Decision LB5666  4/1/21 through 3/31/24 Decision LB5667  4/1/18 through 3/31/21 Decision LB5668  4/01/15 through 3/31/18 Decision LB5345 
Amerivet Plumbing, Inc.; Walter Edward Jacob Kuhlmann III, Individually And dba Amerivet Plumbing Services CSLB Number: #969048 and #919761	8/6/15 through 8/5/18 Decision SC 5756 
Ultimate Inc., And, Enrique Vera, an Individual PO Box 571117 Tarzana, CA 91356-1117 CSLB Number: #949229	12/1/15 through 11/30/18 Decision LB 5655 & LBS659 
Travioli Construction, Inc. PO Box 231 Visalia, CA 93274 CSLB Number: #936832	9/11/15 through 3/10/17 Decision SC 5800 
Integrity Sheet Metal, Inc. 319 McArthur Way Upland, CA 91786 CSLB #726770 William Ben Hicks, an individual; Margaret Mary Hicks, an individual	2/01/15 through 1/31/18 Decision LB 5596 
L A Builders, Inc., a California Corporation 15635 Saticoy Street, #H Van Nuys, CA 91406	2/01/15 through 1/31/18 Decision LB5 171 



CSLB #748591 Alon Gamliel, an individual	USA Wall Systems, Inc. 8309 Sunshine Lane Riverside, CA 92508 CSLB #929610 Edward Eugene Brammer, an individual and in his capacity as President/CEO/RMO	Daughter Construction formerly dba Hy Carpentry Construction 15407 Thornlake Avenue Norwalk, CA 90650 CSLB #979297 Sharon Jin Yoo, an individual; Dae Hyun Yoo, an individual and in his capacity as manager/supervisor for Sharon Jin Yoo and in his capacity as General Partner for HY Construction, a General Partnership.	RDA Construction, Inc. 1692 W. Bullard Ave., Fresno, CA 93711 CSLB# 383306	Titan Electrical Construction, Inc. Lucas Oliver Stickney, an individual Jamie Noel Furr, an individual 630 Natoma Street San Francisco, CA 94103 CSLB# 919516	4/01/15 through 3/31/18 Decision LB 5323  4/01/15 through 3/31/18 Decision LB 5466, LB5467, LB5468 & LB5520  12/15/14 through 12/14/16 Decision 40-40508-522 & 44-40509-522  11/3/14 through 11/3/14 Decision SC 553
--	--	--	---	---	---



Ramos Painting Carlos Ray Ramos, an individual P.O. Box 3871 Paso Robles, CA 93447 CSLB# 753575	11/3/14 through 11/2/15 Decision SC 5518 
Dick Emard Electric. dba Emard Electric Luke Richard Emard, an individual and RMO 5930 Key Court, Suite A Loomis, CA 95650 CSLB# 794007	11/3/14 thorough 11/2/17 Decision SC 5521 
Nixon Electric Gordon Fulton Nixon, an individual 5624 Faust Ave. Woodland Hills, CA 91367 CSLB# 796802	8/1/14 through 7/31/17 Decision LB 4495 
Neris General Contractors, a California Corporation Efren Neri, an individual Servando Neri, an individual Rebeca Neri, an individual Luis Abelardo Castro, an individual 6087 California Ave. Long Beach, CA 90805 CSLB# 797967	2/28/14 through 2/27/17 Decision LB 4511, LB4512 & LB4521 
Southland Construction Reza Mohammadi, an individual 3943 Irvine Blvd., #405, Irvine, CA 92602 CSLB# 663784 (expired)	10/14/14 through 10/12/17 Decision SAC 54
National Drywall Corporation, A Dissolved California Corporation 603 S. Milliken Avenue, Suite F	8/4/14 through 8/3/17 Decision SAC 5506 

Ontario, CA 91761

CSLB #834335

**Miguel Contreras, an Individual and
Responsible Managing
Officer/CEO/President**

**Dora Maria Contreras, an Individual and
Agent/Officer of the Corporation**

**Tadros & Youssef Construction, Inc.
Kamel Shaker Tadros & Makram Youssef
Youssef, Individually**
1221 E 8th Street, Unit A, Upland, CA 91786

CSLB# 698182 (expired)

5/10/14 through 5/9/17

[Decision SAC 5308](#) 

Serenity Fire Protection
417 S. Associated Road, Brea, CA 92821

CSLB# 902927

5/1/14 through 4/30/17

[Decision LB 4202](#) 

**Don Kelly Construction , Inc.
Don Kelly, Individual and Lisa Kelly,
Individual**
171 Northview Ridge Lane, P.O. Box 10760,
Bozeman, MT 59719

3/25/14 through 3/24/17

[Decision LB 4484](#) 

Aldan, Inc.
P.O. Box 9428, Brea, CA 92822

CSLB #949229

2/28/14 through 2/27/17

[Decision LB5175](#) 

**Russell/Thompson, Inc.
James Jean Russell & Valery Alena
Thompson, Individually**
4684 Oak Glen Dr., Redding, CA 96001

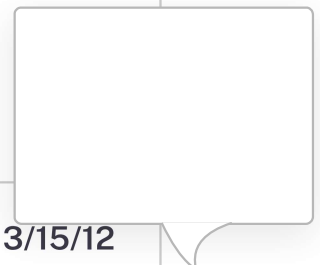
10/31/13 through 1

[Decision SC 5309](#) 

CSLB# 915036 (revoked)	Ayodejia A. Ogundare, Individual Db a Pacific Engineering Company 6310 Stewart Way, Bakersfield, CA 93308 CLSB#710322 5/15/2013 through 5/15/2014 Decision SAC 1039 
Wallcrete Industries, Inc.; Garit David Wallace and Amber Anderson, Individuals 400 Kansas, Redlands, CA 92373 CSLB#834220	7/29/12 through 7/28/15 Decision SAC 5175 
FEI Enterprises, Inc Gabriel Fedida, Individual 5749 Venice Blvd., Los Angeles, CA 90019 CSLB#659252	6/14/12 through 6/13/15 Decision SC 5198 
Jeffrey Alan Mott and Michelle Mott, individuals Dda Integrity Landscape 3756 Independence Avenue Sanger, CA 93637 CSLB#774222	3/29/12 through 3/28/15 Decision SC 5160 
Jensen Drywall & Stucco Jeffrey E. Jensen 3714 Lynda Place National City, CA 91950-8121 CSB # 664168 Exp. 2/18/11 (expired)	3/31/11 through 3/30/13 Decision SC 5095 
All West Construction, Inc. Donald Kent Russell 495 N. Marks Ave.	3/31/11 through 3/30/13 Decision se 5013 

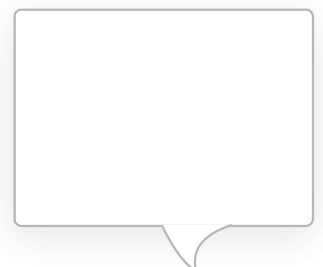
Fresno, CA 93706 CSB # 592321 Exp. 4/3/12 (suspended)	Country Builders, Inc. Weldon Offill, individually 5915 Graham Ct. Livermore, CA 94550 CSB # 699574 Exp. 11/30/12 (active) 3/1/11 through 2/28/14 Decision SC 5053  Addendum SC 5053 
Sutter Foam & Coating, Inc. 909 A. George Washington Yuba City, CA 95993 CSB # 732014 Exp. 1/31/09 (inactive) David Alvin Trexler, an individual 909 A. George Washington Yuba City, CA 95993 Kenneth A. Trexler, an individual 2603 Lago Lane Marysville, CA 95901	7/1/10 through 6/30/13 Decision SAC 5012  Soo Dong Kim, an individual, dba Soo Kim Electric Company 16224 Ridgeview Lane La Mirada, CA 90638 CSB # 568103 Exp. 8/1/09 (inactive) Hyo Nam Jung, an individual, dba Lucid Electric 18621 Well Street Rowland Heights, CA 91748 CSB # 914692 Exp. 4/3/10
Southwest Grading, dba Southwest Grading Services, Inc., 22031 Waite Street Wildomar, CA 92595	3/18/10 through 3/18/11 Decision SAC 1058 

David Walter Cholewinski, an individual 22031 Waite Street Wildomar, A 92595 29970 Technology Drive, Ste. 205 Murrieta, CA 92563 CSB #840416 Exp. 6/30/10	
S.J. Cimino Electric, Inc., a California corporation, 3267 Dutton Ave. Santa Rosa, CA 95404 Salvatore Joseph Cimino, RMO, CEO and President of S.J. Cimino Electric, Inc. and sole owner of S.J. Cimino Electric, an individual 5825 Heights Rd. Santa Rosa, CA 95401 CSB #343802 Exp. 2/28/10 CSB #294141 Exp. 9/30/13 (inactive)	10/15/09 through 10/14/12 Decision SAC 1052 
Cedar Development Corporation Serghon Gabriel Afram, individually 12477 Feather Dr Mira Loma, CA 91752 CSB # 839898 Exp. 6/30/10 (suspended)	8/5/09 through 8/4/12 Decision SAC 1042 
All Floors Commercial and Residential Flooring, Inc. Salvador Elias Perea, individually 750 E. McGlincy Lane, #103 Campbell, CA 95008 CSB #430969 Exp. 7/31/09	5/14/09 through 5/13/12 Decision SAC 1040 
1-AMD Construction, Inc. Alberto Mordoki, individually Mirella Mordoki, individually 5300 Beach Blvd., Suite 110-416	3/16/09 through 3/15/12 Decision SAC1037 



Buena Park, CA 90621
CSB #787533, revoked

Updated: August 2023



Bid Analysis, Aquatics Center Swimming Pool Repastering Project



Important Reps and Certs Update [Show Details](#)

Mar 1, 2024



Document Control Page 23 of 28

See All Alerts

Planned Maintenance Schedule [Show Details](#)

May 21, 2024



[Home](#)

[Search](#)

[Data Bank](#)

[Data Services](#)

[Help](#)

Search

All Words

e.g. 1606N020Q02

Select Domain

All Domains



Filter By



Keyword Search

For more information on how to use our keyword search, visit our [help guide](#)

Simple Search

Search Editor

☐ Any Words [i](#)

☐ All Words [i](#)

☒ Exact Phrase [i](#)

e.g. 1606N020Q02

"Condor Inc"



Federal Organizations

Enter Code or Name

Bid Analysis, Aquatics Center Swimming Pool Replastering Project

Document Control Page 24 of 28

Status

☒ Active

☐ Inactive

Reset



No matches found

Your search did not return any results.

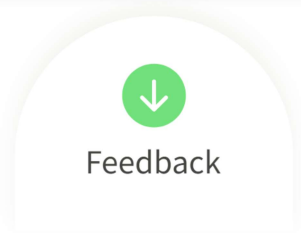
To view Entity Registrations, you must sign in.

Sign In

Would you like to include inactive records in your search results?

Yes

Go Back



Our Website

- About This Site
- Our Community
- Release Notes
- System Alerts

Policies

- Terms of Use
- Privacy Policy

Our Partners

- Acquisition.gov
- USASpending.gov
- Grants.gov
- More Partners

Customer Service

- Help
- Check Entity Status



 WARNING

This is a U.S. General Services Administration Federal Government computer system that is **"FOR OFFICIAL USE ONLY."** This system is subject to monitoring. Individuals found performing unauthorized activities are subject to disciplinary action including criminal prosecution.

This system contains Controlled Unclassified Information (CUI). All individuals viewing, reproducing or disposing of this information are required to protect it in accordance with 32 CFR Part 2002 and GSA Order CIO 2103.2 CUI Policy.

SAM.gov

An official website of the U.S. General Services Administration

CONDOR, INC

Unique Entity ID NRK5FP4UNHN9	CAGE / NCAGE 6USL0	Purpose of Registration All Awards
Registration Status Active Registration	Expiration Date Feb 14, 2025	
Physical Address 3000 Durfee AVE El Monte, California 91732-3520 United States	Mailing Address 3000 Durfee AVE El Monte, California 91732-3520 United States	

Business Information

Doing Business as (blank)	Division Name (blank)	Division Number (blank)
Congressional District California 31	State / Country of Incorporation California / United States	URL www.condor-inc.com

Registration Dates

Activation Date Feb 19, 2024	Submission Date Feb 15, 2024	Initial Registration Date Oct 22, 2012
--	--	--

Entity Dates

Entity Start Date May 10, 2002	Fiscal Year End Close Date Jun 30
--	---

Immediate Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure Corporate Entity (Not Tax Exempt)	Entity Type Business or Organization	Organization Factors (blank)
Profit Structure For Profit Organization		

Socio-Economic Types

- Minority-Owned Business
- Self Certified Small Disadvantaged Business
- Women-Owned Small Business
- Women-Owned Business
- Asian-Pacific American Owned

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments	Debt Subject To Offset
No	No
EFT Indicator	CAGE Code
0000	6USL0

Points of Contact

Electronic Business	
Janice Ohta, CEO	3000 Durfee Avenue El Monte, California 91732 United States

Government Business	
Janice Ohta, CEO	3000 Durfee Avenue El Monte, California 91732 United States

Service Classifications

NAICS Codes		
Primary	NAICS Codes	NAICS Title
Yes	238990	All Other Specialty Trade Contractors
	237110	Water And Sewer Line And Related Structures Construction
	237310	Highway, Street, And Bridge Construction
	238110	Poured Concrete Foundation And Structure Contractors
	238140	Masonry Contractors
	541330	Engineering Services

Product and Service Codes	
PSC	PSC Name
Y1LB	Construction Of Highways, Roads, Streets, Bridges, And Railways
Y1NE	Construction Of Water Supply Facilities
Y1PA	Construction Of Recreation Facilities (Non-Building)

Disaster Response

Yes, this entity appears in the disaster response registry.

Bonding Levels	Dollars
(blank)	(blank)

States	Counties	Metropolitan Statistical Areas
Arizona	(blank)	(blank)
California		
Nevada		

South El Monte Aquatics Center Swimming Pool	CONDOR INC	CALIFORNIA WATERS DEVELOPMENT INC DBA CALIFORNIA WATERS	USA POOLS OF CALIFORNIA
Required Documents			
Mandatory Pre-Bid Meeting Attendee	Yes	Yes	Yes
Subcontractor Form	Yes	Yes	Yes
Noncollusion Affidavit	Yes	Yes	Yes
Non-Segregated Facilities	Yes	Yes	Yes
Past Performance Certification	Yes	Yes	Yes
County Lobbyist Certification	Yes	Yes	Yes
Worker's Compensation	Yes	Yes	Yes
Equal Employment Opportunity	Yes	Yes	Not Completed
Non-Lobbying Certification for Federal Aid Contracts	Yes	Yes	Yes
Section 3 Business Concern	Yes	missing signature	missing signature
Section 3 Worker Certification	Not Completed	Not completed	Not Completed
Section 3 Declaration of Intent	Yes	Yes	Yes
SAM.gov & Exp:	NRK5FP4UNHN9 Exp: 2/14/25	UVU3XWUA6CT9 Exp: 6/25/25	
License # Class A	812288 Exp: 09/30/2024 C53 - SWIMMING POOL, A - GENERAL ENGINEERING, B - GENERAL BUILDING	958960 Exp: 03/31/2025 C53 - SWIMMING POOL, A - GENERAL ENGINEERING, D35 - POOL AND SPA MAINTENANCE, D06 - CONCRETE RELATED SERVICES, D21 - MACHINERY AND PUMPS	1015575 Exp: 06/30/2024 C53 - SWIMMING POOL
DIR Registration	1000004667 Exp: 6/30/2026	1000001472 Exp: 6/30/2025	100017218 Exp: 6/30/2024



City Council Agenda Report

Agenda Item No. 7.f.

DATE: July 9, 2024

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. 24-200, ACCEPTING THE SENIOR CENTER FLOORING IMPROVEMENTS PROJECT AS COMPLETE AND AUTHORIZING THE CITY CLERK TO FILE THE NOTICE OF COMPLETION WITH THE LOS ANGELES COUNTY RECORDER

SUMMARY: On January 10, 2024, the Engineering Department solicited bids for the Senior Center Flooring Improvement Project. The work included the removal and disposal of existing flooring, installation of the new vinyl flooring and the installation of new moisture barriers. As a result of unforeseen site conditions during construction, a high-level moisture barrier needed to be installed costing \$8,167.00. Further, material changes were required for three offices, and extra flooring material was ordered for future maintenance. These changes amounted to \$12,958.53, exceeding the initial construction contingency by \$6,769.31. The final cost for the construction work completed by JJJ Floor Coverings, Inc. is \$54,220.01.

RECOMMENDED ACTION: Staff recommends City Council:

1. Ratify the City Manager's execution of Contract Change Order #1 with JJJ Floor Coverings, Inc. for the installation of a moisture barrier, in the amount of \$8,167.00; and
2. Authorize an additional 15.5% of the additional construction contract amount, totaling \$6,769.31, for unforeseen conditions that occurred during construction; and
3. Adopt Resolution No. 24-200, accepting the completion for the Senior Center Flooring Improvements Project; and
4. Authorize City Clerk to send the Notice of Completion for recordation to the Los Angeles County Recorder's Office; and
5. Release retention accordingly.

FISCAL/FINANCIAL IMPACT: Due to unforeseen site conditions during construction, there is an additional fiscal impact to the General Fund. An additional funding of \$6,769.31 is required and will be appropriated through the General Fund. The final cost for the construction work completed by JJJ Floor Coverings, Inc. amounts to \$54,220.01. The City earmarked funding for these services within the approved FY 2023/24 budget by the City Council.

With the changes proposed, the revised budgets are as follows:

Initial Construction Budget:

Initial Contract Award Amount	\$41,261.48
Initial Construction Contingency (15% of contract amount)	\$6,189.22
Initial Total Construction Budget	\$47,450.70

Revised Construction Budget:

Base Contract Amount	\$41,261.48
CCO 02 & 03 (previously approved within contingency)	\$4,791.53
CCO 01 (moisture barrier installation)	\$8,167.00
Revised Total Contract Amount Including CCO 01-03	\$54,220.01
Suggested Contingency Amount	\$12,598.53
Finalized Construction Budget	\$54,220.01

DISCUSSION: On January 10, 2024, staff advertised Notice Inviting Bids for the Senior Center Flooring Improvements Project.

On February 13, 2024 at 2:00 PM, four (4) bids were received by the City. Out of four bids received, JJJ Floor Coverings, Inc. was found to be the lowest responsive bidder. The bid submitted by JJJ Floor Coverings, Inc. was in the amount of \$41,261.48.

On February 27, 2024, the City Council awarded the construction contract to JJJ Floor Coverings, Inc. for \$41,261.48 and approved a 15% contingency for a total construction budget of \$47,450.70.

In March of 2024, JJJ Floor Coverings, Inc. began construction of the project per plans, specifications and bid documents per contract with the City. The work included the removal, haul & disposal of existing flooring material, preparation of sub-floor, installation of moisture barrier, installation of entryway landings, and installation of new VCT & LVT flooring throughout the Senior Center. During the removal of existing flooring material, JJJ Floor Coverings, Inc. ran moisture tests on the sub-floorings, and they determined that the building was showing high levels of moisture. Due to these unforeseen site conditions discovered during construction, a high-level moisture barrier was proposed to be installed for \$8,167.00. Additionally, a material change was deemed necessary for three staff offices, and extra flooring material was ordered for future maintenance, costing

\$4,791.53. The combined total for these changes is \$12,958.53. The project has been completed within the contract schedule. Therefore, staff recommends that City Council approve issuance of a Notice of Completion.

Staff report was collaboratively prepared by Andrés González, Senior Public Works Analyst and the staff from TransTech.

ATTACHMENT(S):

- A. Resolution No. 24- 200
- B. NOTICE OF COMPLETION - Senior Center Flooring Improvement Project(996025.1)
- C. Extra Work CCOs
- D. Moisture Barrier CCO

ATTACHMENT A

RESOLUTION NO. 24-200

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL
ACCEPTING THE SENIOR CENTER FLOORING
IMPROVEMENTS PROJECT AS COMPLETE AND
AUTHORIZING THE CITY CLERK TO FILE THE NOTICE OF
COMPLETION WITH THE LOS ANGELES COUNTY
RECORDER

WHEREAS, the final cost for the construction work completed by JJJ Floor Coverings, Inc. was \$54,220.01, which is within the approved revised construction budget amount; and

WHEREAS, the project was reviewed by City Staff and it is determined to be completed satisfactorily; and

WHEREAS, it is recommended that City Council accept the project as Complete and authorize staff to file the “Notice of Completion” with the County Recorder’s Office for this project.

THE SOUTH EL MONTE CITY COUNCIL HEREBY RESOLVES AS FOLLOWS:

SECTION 1: The City Council hereby ratifies the City Manager’s execution of Contract Change Order #1 with JJJ Floor Coverings, Inc. for the installation of a moisture barrier, in the amount of \$8,167.00.

SECTION 2: The City Council hereby authorizes an additional 15.5% of the additional construction contract amount, totaling \$6,769.31, as contingency allowance used for unforeseen conditions that occurred during construction.

SECTION 3: The City Council hereby adopts and approves this resolution accepting the work performed by JJJ Floor Coverings, Inc. for the Senior Center Flooring Improvements Project.

SECTION 4: The City council hereby authorizes the City Clerk to file a Notice of Completion with the Los Angeles County Recorder.

PASSED, APPROVED and ADOPTED this 9th day of July 2024.

Gloria Olmos, Mayor

ATTEST:

Sabrina A. Muhne, Interim City Clerk

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

I, Sabrina Muhne, Interim City Clerk of the City of South El Monte, hereby certifies that the foregoing Resolution No. 24-200, was adopted by the South El Monte City Council at a duly noticed council meeting held on July 9, 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Sabrina A. Muhne, Interim City Clerk

ATTACHMENT B

RECORDING REQUESTED BY:

CITY OF SOUTH EL MONTE, CALIFORNIA

WHEN RECORDED MAIL TO:

CITY CLERK
CITY OF SOUTH EL MONTE
1415 Santa Anita Avenue
South El Monte, CA 91733

No fee pursuant to Gov't Code 27383

Space above this line for Recorder's use

NOTICE OF COMPLETION

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

Notice is hereby given that:

1. The undersigned is owner and corporate officer of the owner of the interest or estate stated below in the property hereinafter described.
2. The full name of the owner is: CITY OF SOUTH EL MONTE
3. The full address of the owner is: 1415 Santa Anita Avenue, South El Monte, California 91733
4. The nature of the interest or estate of the owner is: Fee interest
5. The full names and full addresses of all persons, if any, who hold this with the undersigned as joint tenants or as tenants in common are:

NAMES

ADDRESSES

Not applicable.

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

NAMES

ADDRESSES

Not applicable

7. A work of improvement on the property hereinafter described was completed on 5/1/2024. The work was: Senior Center Flooring Improvements Project

8. The name of the contract, if any, for such work of improvement was JJJ Floor Covering, Inc. February 27, 2024

(IF NO CONTRACTOR FOR WORK OF IMPROVEMENT AS A WHOLE, INSERT 'NONE')

(DATE OF CONTRACT)

9. The property on which the work of improvement was completed is in South El Monte, County of Los Angeles, State of California, and is described as follows: City Owned.

10. The street address of the property is:

1556 Central Avenue South El Monte, CA 91733

(IF NO STREET ADDRESS HAS BEEN OFFICIALY ASSIGNED, INSERT 'NONE')

Dated: _____

City of South El Monte

(NAME)

, Rene Salas, City Manager

(SIGNATURE OF OWNER OR CORPORATE OFFICER OF OWNER NAMED IN PARAGRAPH 2 OR HIS AGENT)

VERIFICATION

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

Executed on: _____, at South El Monte California
(CITY) (STATE)

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

ATTACHMENT C

CITY CONTRACT CHANGE ORDER AUTHORIZATION

City of South El Monte

PROJECT:	Senior Center Flooring Improvement Project	PROJECT NO.:	635
		REF CCO REQUEST NO.:	4
CONTRACTOR:	JJJ Floor Covering	APPROVED CCO NO.:	2

AUTHORIZATION TO PROCEED WITH THE FOLLOWING CHANGE ORDER:

Description	Total
CCO 02.1 - Contractor to provide additional stock flooring material for the City's maintenance. Cost are inclusive of materials and mark-up.	\$498.36

Original Approved Contract Amount:	\$41,261.48
Previously Authorized Contract Change Orders:	\$8,167.00
Subtotal:	\$49,428.48
Authorized Amount For This Contract Change Order:	\$498.36
Total Authorized Contract Amount To Date (Sum of The Above):	\$49,926.84
Total Contract Days (Working) Per Contract:	40.00
Additional/Deductive Days (Working) Per Previously Authorized Contract Change Orders:	2.00
Additional/Deductive Days (Working) For This Contract Change Order:	0.00
Total Authorized Contract Days (Working) To Date:	42.00
Original Completion Date:	04/12/24
Revised Completion Date Including This Contract Change Order:	04/16/24

APPROVAL BY CITY

Recommended by:		Approved by:	
Name:	Rudolph Rodriguez, EIT	Name:	
Signature:	<i>Rudolph Rodriguez</i>	Signature:	
Title:	Associate Engineer/Project Manager	Title:	
Date:	05/26/24	Date:	

ACCEPTANCE BY CONTRACTOR

I agree to perform the work described in this change order, and that the total cost approved for the change order includes any and all costs associated with this change order, and that I shall not make any other claims (including but not limited to, additional change order costs, delay costs, loss of profit, loss of productivity, overhead, insurance, bonding, administrative, etc.) against the City for this change order.	Name:	Griselda Gutierrez
	Signature:	<i>Griselda Gutierrez</i>
	Title:	Secretary
	Date:	

INFO TO BE ENTERED BY CITY	COMMON PROJECT INFO	
INFO TO BE ENTERED BY CONTRACTOR	INFO TO BE ENTERED BY RE/CMCI/PM	CONTRACT UPDATE INFO

CITY CONTRACT CHANGE ORDER AUTHORIZATION

City of **South El Monte**

PROJECT:	Senior Center Flooring Improvement Project	PROJECT NO.:	635
		REF CCO REQUEST NO.:	2
CONTRACTOR:	JJJ Floor Covering	APPROVED CCO NO.:	3

AUTHORIZATION TO PROCEED WITH THE FOLLOWING CHANGE ORDER:

Description	Total
CCO 03.1 - Furnish and install Shaw 3mm LVT in (3) offices and entryway in place of Armstrong Imperial Texture VCT. Tax Included. Costs inclusive of labor, materials and mark-up.	\$4,293.17

Original Approved Contract Amount:	\$41,261.48
Previously Authorized Contract Change Orders:	\$8,665.36
Subtotal:	\$49,926.84
Authorized Amount For This Contract Change Order:	\$4,293.17
Total Authorized Contract Amount To Date (Sum of The Above):	\$54,220.01
Total Contract Days (Working) Per Contract:	40.00
Additional/Deductive Days (Working) Per Previously Authorized Contract Change Orders:	2.00
Additional/Deductive Days (Working) For This Contract Change Order:	0.00
Total Authorized Contract Days (Working) To Date:	42.00
Original Completion Date:	04/12/24
Revised Completion Date Including This Contract Change Order:	04/16/24

APPROVAL BY CITY

Recommended by:		Approved by:	
Name:	Rudolph Rodriguez, EIT	Name:	
Signature:	<i>Rudolph Rodriguez</i>	Signature:	
Title:	Associate Engineer/Project Manager	Title:	
Date:	4/29/24	Date:	

ACCEPTANCE BY CONTRACTOR

I agree to perform the work described in this change order, and that the total cost approved for the change order includes any and all costs associated with this change order, and that I shall not make any other claims (including but not limited to, additional change order costs, delay costs, loss of profit, loss of productivity, overhead, insurance, bonding, administrative, etc.) against the City for this change order.	Name:	Griselda Gutierrez
	Signature:	<i>Griselda Gutierrez</i>
	Title:	Secretary
	Date:	4/29/2024

INFO TO BE ENTERED BY CITY	COMMON PROJECT INFO	
INFO TO BE ENTERED BY CONTRACTOR	INFO TO BE ENTERED BY RE/CMCI/PM	CONTRACT UPDATE INFO

ATTACHMENT D

CITY CONTRACT CHANGE ORDER AUTHORIZATION

City of South El Monte

PROJECT:	Senior Center Flooring Improvement Project	PROJECT NO.:	635
		REF CCO REQUEST NO.:	2
CONTRACTOR:	JJJ Floor Covering	APPROVED CCO NO.:	1

AUTHORIZATION TO PROCEED WITH THE FOLLOWING CHANGE ORDER:

Description	Total
CCO 01.1 - Furnish and install Taylor Resolute adhesive and Ardex MRF for resilient flooring installation (deducts price for original adhesive). Process includes manual grind of concrete and added cost for more labor-intensive adhesive adding about 2 days to the schedule.	\$8,167.00

Original Approved Contract Amount:	\$41,261.48
Previously Authorized Contract Change Orders:	\$0.00
Subtotal:	\$41,261.48
Authorized Amount For This Contract Change Order:	\$8,167.00
Total Authorized Contract Amount To Date (Sum of The Above):	\$49,428.48
Total Contract Days (Working) Per Contract:	40.00
Additional/Deductive Days (Working) Per Previously Authorized Contract Change Orders:	0.00
Additional/Deductive Days (Working) For This Contract Change Order:	2.00
Total Authorized Contract Days (Working) To Date:	42.00
Original Completion Date:	04/12/24
Revised Completion Date Including This Contract Change Order:	04/16/24

APPROVAL BY CITY

Recommended by:		Approved by:	
Name:	Rudolph Rodriguez, EIT	Name:	John Pochler
Signature:	<i>Rudolph Rodriguez</i>	Signature:	<i>John Pochler</i>
Title:	Project Manager	Title:	Dir Public Works
Date:	03/21/2024	Date:	3/21/2024

ACCEPTANCE BY CONTRACTOR

I agree to perform the work described in this change order, and that the total cost approved for the change order includes any and all costs associated with this change order, and that I shall not make any other claims (including but not limited to, additional change order costs, delay costs, loss of profit, loss of productivity, overhead, insurance, bonding, administrative, etc.) against the City for this change order.	Name:	Griselda Gutierrez
	Signature:	<i>Griselda Gutierrez</i>
	Title:	Secretary
	Date:	03/21/2024

INFO TO BE ENTERED BY CITY

COMMON PROJECT INFO

INFO TO BE ENTERED BY CONTRACTOR

INFO TO BE ENTERED BY RE/CMCI/PM

CONTRACT UPDATE INFO



4831-A PASSONS BLVD. PICO RIVERA, CA. 90660
Tel. (562) 692-9008 Fax (562) 692-5979 website: jjjfloorcovering.com

License #327775

DIR# 1000003812

SB 785 Compliant



PROJECT: South El Monte – Senior Center Flooring – Taylor Resolute
DATE: March 19, 2024

CHANGE ORDER PROPOSAL: Furnish and install Taylor Resolute adhesive and Ardex MRF for resilient flooring installation (deducts price for original adhesive). Process includes manual grind of concrete and added cost for more labor-intensive adhesive adding about 2 days to the schedule. Tax included.

ADD: \$8,167.00

EXCLUSIONS: Major concrete/wood floor repair or leveling, skim coating, overtime, cleaning and waxing, vacuuming, finish floor protection and temperature control. **Also Excluded are;** any allowances for safety/security clearances and or training not specifically included. Price valid for 90 days. If bid accepted, this bid page becomes part of the contract.

****This document must be accepted in its entirety and will become part of the contract documents****

All prices are predicated upon: 1) Clear & unobstructed access to work areas 2) Clean & ready sub floors. 3) Stairs where 2nd floors occur 4) Compliance with flooring manufacturers' moisture vapor emission limits when concrete sub floors are used.

****This document must be accepted in its entirety and will become part of the contract documents****

All prices are predicated upon: 1) Clear & unobstructed access to work areas 2) Clean & ready sub floors. 3) Stairs where 2nd floors occur 4) Compliance with flooring manufacturers' moisture vapor emission limits when concrete sub floors are used 5) bare clean slab 6) lighting and 110-volt electrical power, water and ventilation supplied by owner.

J
J

J FLOOR COVERING, INC.

Gigi Gutierrez (626.652.9511)-ggutierrez@jjjfloorcovering.com

Union
Bondable
MBE #SC04037 | SBE #1104700 | WBE #2005126391

ACCEPTANCE OF PROPOSAL: The above prices, specifications, and conditions are satisfactory and are hereby **ACCEPTED**. You are authorized to do the work as specified.

Customer: City of South El Monte

Signed: [Signature]

Date: 3/21/24

Acceptance of this proposal (contract) requires Customer to pay in full the amount due within thirty (30) days of the invoice date. Payments not received within thirty (30) days are subject to an interest charge of 1.5% per month on the unpaid balance. If any action or arbitration is brought to interpret or enforce this agreement (contract), JJJ Floor Covering, Inc., shall be entitled to recover all costs and reasonable attorney's fees.