

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  
Adrian Garcia, City Clerk  
Masami Higa, Director of Finance

## **CITY OF SOUTH EL MONTE**

### **REGULAR MEETING OF THE SOUTH EL MONTE CITY COUNCIL**

#### **AGENDA**

November 12, 2024, 6:00 PM  
1415 Santa Anita Avenue, South El Monte, CA 91733

#### **PUBLIC COMMENT**

Those wishing to participate during Public Comment may do so in person at the South El Monte City Hall Council Chambers, or may submit written public comments by emailing [sem.cityclerk@soelmonte.org](mailto:sem.cityclerk@soelmonte.org). Emailed public comments are due by 5:00 p.m., and should be limited to no more than 250 words. Written public comments will be provided to the City Council and will be part of the record but will not be read aloud.

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.

#### **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](http://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:

Adrian Garcia, MMC, City Clerk  
Ph (626) 443-4928  
Cell (626) 926-3071

Sabrina A. Muhne, Deputy City Clerk  
Ph (626) 652-3121  
Cell (626) 374-1998

## **LEVINE ACT DISCLOSURE**

Pursuant to the Levine Act (Govt Code Section 84308), any party to a permit, license, contract, or other entitlement before the City Council is required to disclose on the record any campaign contribution, including aggregated contributions, of more than \$250 made by the party or the party's agents within the preceding 12 months to any City official. Participants and agents are requested to make this disclosure as well. The disclosure should be made when the agenda item is called and must include the name of the party, participant, or agent, and any other person making the contribution, the name of the recipient, the amount of the contribution, and the date the contribution was made. Council Members are also required to make such disclosures and recuse themselves.

## **CONFLICT OF INTEREST**

City Council Members with a conflict of interest under the Political Reform Act are required to make disclosure of financial interest when the item is called and recuse themselves.

## **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 Manuel Acosta

**3. INVOCATION**

Pastor Patricia Garrett, Faith Dominion Church

**4. PRESENTATIONS - None**

**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 REGULAR CITY COUNCIL MEETING MINUTES OF OCTOBER 22, 2024**

Staff is requesting approval of Minutes for the October 22, 2024, Regular City Council Meeting.

**RECOMMENDED ACTION:** Staff is requesting approval of Minutes for the October 22, 2024, Regular City Council Meeting.

Consent Calendar Items 7.b. through 7.d. next page.

## CONSENT CALENDAR (CONTINUED)

**7.b. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 24-234, APPROVING WARRANTS FOR THE PERIOD OF OCTOBER 23, 2024, THROUGH NOVEMBER 12, 2024**

Authorizing payment of City expenditures for the period of October 23, 2024, through November 12, 2024, totaling \$2,288,087.10.

**RECOMMENDED ACTION:** Staff recommends City Council adopt Resolution No. 24-234, authorizing payment of City expenditures.

**7.c. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 24-235, APPROVING PROJECT ACCEPTANCE AND NOTICE OF COMPLETION FOR THE TRAFFIC SIGNAL IMPROVEMENTS AT VARIOUS SIGNALIZED INTERSECTIONS PROJECT (HSIPL-5352(020)).**

On August 28, 2023, the Engineering Department solicited bids for the Traffic Signal Improvements at Various Intersections Project. On October 10, 2023, Elecnor Belco Electric, Inc. ("Contractor") was awarded a construction contract for the Traffic Signal Improvements at Various Signalized Intersections Project. The final cost for the construction work completed by Elecnor Belco Electric, Inc. is \$470,416.17.

**RECOMMENDED ACTION:** Staff recommends City Council:

1. Adopt Resolution No. 24-235, accepting the completion for the Traffic Signal Improvements at Various Signalized Intersections Project;
2. Authorize City Clerk to send the Notice of Completion for recordation to the Los Angeles County Recorder's Office; and
3. Release retention accordingly.

**7.d. AUTHORIZATION TO REJECT BID RECEIVED IN RESPONSE TO FORECLOSURE REGISTRATION PROGRAM RFP AND RE-SOLICIT PROPOSALS FOR THE FORECLOSURE OF ABANDONED PROPERTIES PROGRAM**

Staff seeks authorization to both reject the response to the Foreclosure Registration Program that was issued on August 1, 2024 and re-solicit proposals for the Foreclosure Registration Program.

**RECOMMENDED ACTION:** Staff recommends City Council authorize staff to both reject the response that was received and re-solicit the RFP for the Foreclosure of Abandoned Properties program.

Consent Calendar Items 7.e. and 7.d. next page.

## CONSENT CALENDAR (CONTINUED)

**7.e. CONSIDERATION FOR AUTHORIZATION TO ADVERTISE NOTICE INVITING BIDS (NIB) FOR SOUTH EL MONTE SYSTEMIC SAFETY IMPROVEMENTS AT SIGNALIZED INTERSECTIONS (HSIP CYCLE 11 PROJECT)**

Staff seeks City Council approval to advertise for construction bids for South El Monte Systemic Safety Improvements at Signalized Intersections (HSIP Cycle 11 Project).

**RECOMMENDED ACTION:** Staff recommends City Council approve the construction bid package to solicit bids for South El Monte Systemic Safety Improvements at Signalized Intersections (HSIP Cycle 11 Project).

**7.f. AUTHORIZATION TO RE-ISSUE REQUEST FOR PROPOSALS (RFP) FOR THE ADMINISTRATION OF THE CALHOME OWNER-OCCUPIED HOME REPAIR PROGRAM AND THE FIRST TIME HOMEBUYER'S PROGRAM**

Staff seeks authorization to re-solicit proposals for the CalHome Owner-Occupied Home Repair Program and the Permanent Local Housing Allocation (PLHA) First Time Home Buyer Program, that was initially issued on August 1, 2024.

**RECOMMENDED ACTION:** Staff recommends City Council authorize staff to reissue the RFP to solicit proposals to administer the CalHome Owner-Occupied Home Repair program and the First Time Home Buyer Program.

**8. PUBLIC HEARINGS - None**

**9. GENERAL BUSINESS**

**9.a. CONTINUED FROM THE REGULAR CITY COUNCIL MEETING OF OCTOBER 8, 2024 - CONSIDERATION AND APPROVAL OF RESOLUTION NO. 24-236, AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE AN AGREEMENT WITH MOBILITY DEVELOPMENT OPERATIONS, LLC (MDO) TO ALLOW THEM TO USE SIX DESIGNATED ELECTRIC VEHICLE CHARGING PARKING SPACES FOR THE OPERATION OF AN ELECTRIC VEHICLE CAR SHARING PROGRAM.**

Staff seeks City Council approval to execute an agreement with Mobility Development Operations, LLC (MDO) to allow them to use six designated electric car charging parking spaces for the operation of an electric vehicle car sharing program.

**RECOMMENDED ACTION:** Staff recommends City Council:

1. Adopt Resolution No. 24-236 to execute an Agreement for the use of six electric vehicle charging stations with Mobility Development Operations, LLC; and
2. Authorize the City Manager or designee to execute the agreement.

General Business Items 9.b. and 9.c. next page.

## **GENERAL BUSINESS (CONTINUED)**

### **9.b. CONSIDERATION AND APPROVAL OF THE CITY'S 2025 SPECIAL EVENTS CALENDAR**

The City's 2025 Special Events Calendar includes recommended dates, times, and locations for the City-sponsored events held by the Community Services Department. All scheduled events are subject to modifications, date changes, and/or cancellations.

**RECOMMENDED ACTION:** Staff recommends City Council consider and approve the City's 2025 Special Events Calendar.

### **9.c. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 24-237, APPROVING AWARD OF CONSTRUCTION CONTRACT TO TORO ENTERPRISES, INC. FOR SAFE ROUTES TO SCHOOL PEDESTRIAN SAFETY PROJECT, ATP CYCLE 5, ATPL-5352(023)**

On September 30, 2024, the Engineering Department solicited bids for the Safe Routes to School Pedestrian Safety Project, ATP Cycle 5, ATPL-5352(023). The work involves installation of pedestrian safety upgrades at signalized intersections and uncontrolled crosswalks including rectangular rapid flash beacons ("RRFBs"), pedestrian push buttons, countdown systems, overhead pedestrian signal systems, speed radar feedback signs, pedestrian ramps, signage, crosswalks and striping around schools and major destinations. The lowest responsive bid was submitted by Toro Enterprises, Inc. with the total base bid amount of \$1,794,169.80.

**RECOMMENDED ACTION:** Staff recommends City Council:

1. Adopt and approve the plans and specifications for the Safe Routes to School Pedestrian Safety Project, ATP Cycle 5, ATPL-5352(023) Project;
2. Adopt and approve Resolution No. 24-237, awarding the Safe Routes to School Pedestrian Safety Project, ATP Cycle 5, ATPL-5352(023) Project contract to the lowest responsible, Toro Enterprises, Inc., for an amount of \$1,794,169.80 and authorize the City Manager to execute the contract; and
3. Authorize 10% of the total contract amount as contingency allowance to be used if necessary for unforeseen conditions at the City Manager's discretion.

General Business Items 9.d. and 9.e. next page.

## **GENERAL BUSINESS (CONTINUED)**

### **9.d. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 24-238, AUTHORIZING THE PURCHASE OF THE TRANSPORTATION VEHICLE FROM ("MODEL 1") COMMERCIAL VEHICLES, INC.**

The Senior Services and Transportation Division ("Division") is committed to improving mobility for seniors and individuals with disabilities by offering safe and efficient transportation services. The Division seeks approval to purchase a new 2023 BraunAbility Van Chrysler ("Voyager") with funding allocated through the Prop A- Dispatch Implementation Plan account included in the City's approved Fiscal Year (FY) 2024-2025 Budget.

**RECOMMENDED ACTION:** Staff recommends City Council:

1. Approve Resolution No. 24-238, approving the purchase of the Voyager from Model 1; and
2. Authorize the City Manager to negotiate and execute all requisite documents for the purchase.

### **9.e. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 24-239, APPROVING A FACILITY USE AGREEMENT BY AND BETWEEN THE CITY OF SOUTH EL MONTE AND CALIFORNIA STATE UNIVERSITY, NORTHRIDGE**

The proposed Facility Use Agreement ("Agreement") by and between the City of South El Monte ("City") and California State University, Northridge ("CSUN") will allow CSUN to rent the City Hall Council Chambers ("Chambers") as an off-site campus that offers customized masters and graduate programs on select Fridays effective August 29, 2025 to August 17, 2026, from 9:00 a.m. to 1:00 p.m.

**RECOMMENDED ACTION:** Staff recommends City Council:

1. Approve Resolution No. 24-239, approving the Agreement; and
2. Authorize the City Manager or his designee to execute the Agreement

General Business Items 9.f. through 9.h. next page.

## **GENERAL BUSINESS (CONTINUED)**

- 9.f. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 24-240, APPROVING AWARD OF PROFESSIONAL SERVICES AGREEMENT (PSA) TO CSG CONSULTANTS TO PROVIDE PEER REVIEW OF AN ENVIRONMENTAL IMPACT REPORT AND RELATED TECHNICAL STUDIES IN CONJUNCTION WITH THE DEVELOPMENT OF 825 LEXINGTON-GALLATIN ROAD.**

CSG Consultants was selected as the most qualified consultant based on their experience, proposal quality, project understanding, schedule, and cost-effectiveness to provide a third-party independent review of an environmental impact report for 825 Lexington-Gallatin Road.

**RECOMMENDED ACTION:** Staff recommends City Council:

1. Approve Resolution No. 24-240, awarding PSA to CSG Consultants for consulting services to peer review an environmental impact report and technical studies, in an amount not to exceed \$40,000; and
2. Authorize the City Manager or his designee to negotiate and execute the agreement.

- 9.g. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 24-241, APPROVING AND AGREEMENT BETWEEN THE CITY OF SOUTH EL MONTE AND KEYSER-MARSDEN TO REVIEW HOMEBUYER APPLICATIONS AND PROVIDE GENERAL ADVICE TO THE CITY WITH RESPECT TO AFFORDABLE HOUSING DOCUMENTS FOR THE PROPERTY LOCATED AT 2540 ROSEMEAD BOUELVARD (KB HOMES).**

This item will be provided under separate cover.

**RECOMMENDED ACTION:**

- 9.h. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 24-242, ADOPTING AMENDED AND RESTATED PAY SCHEDULES FOR THE CITY'S NON-REPRESENTED EXECUTIVE AND PART-TIME EMPLOYEES**

On September 24, 2024, the City Council approved Resolution No. 24-226, approving cost of living adjustments for non-represented executive and part-time employees. This resolution will update the salary range of the Public Works Director position to be consistent with other non-represented executive positions.

**RECOMMENDED ACTION:** Staff recommends City Council consider adopting Resolution No. 24-242, approving a revised monthly salary schedule for executives (non-represented).

End of General Business.

## **10. COMMITTEE REPORTS, INCLUDING AB 1234 REPORTS**

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

## **11. CORRESPONDENCE**

### **11.a. LETTER FROM SOUTH EL MONTE NATIONAL LITTLE LEAGUE REQUESTING A FACILITY FEE WAIVER FOR THE USE OF NEW TEMPLE PARK FIELDS, MARY VAN DYKE PARK COMMUNITY ROOM, SENIOR CENTER DINING ROOM, CONSIDERATION TO WAIVE THE PARK LIGHTING FEES, AND CONSIDERATION TO WAIVE THE FEES FOR THE INSTALLATION AND TEAR DOWN OF FIELD FENCES**

The South El Monte National Little League ("SEMNLL") is requesting reservation facility fee waivers for the use of New Temple Park fields, Senior Center Dining Room, Mary Van Dyke Park Community Room, and requesting the City Council consider waiving the reservation light fees and the associated labor cost incurred to install and remove five (5) fences at New Temple Park.

**RECOMMENDED ACTION:** Staff recommends City Council:

1. Discuss and consider the facility reservation fee waiver request for the use of the New Temple Park fields, Senior Center Dining Room, and Mary Van Dyke Community Room for the estimated amount of \$33,600.00;
2. Discuss and consider the request to waive the light fees in the estimated amount of \$7,740.00; and
3. Discuss and consider waiving the associated labor cost incurred to install and remove five (5) fences at New Temple Park in the estimated amount of \$4,700.00.

### **11.b. LETTER FROM THE SOUTH EL MONTE EMPLOYEES ASSOCIATION (SEMEA) REQUESTING SPONSORSHIP FOR THE ANNUAL SOUTH EL MONTE EMPLOYEE HOLIDAY RECOGNITION DINNER**

The South El Monte Employees Association is requesting a \$5,000 sponsorship for the Annual South El Monte Employee Holiday Recognition Dinner, which includes complimentary tickets and acknowledgment of sponsorship signs placed on dinner tables.

**RECOMMENDED ACTION:** Staff recommends City Council discuss and consider sponsorship in the amount of \$5,000 for the Annual South El Monte Employee Holiday Recognition Dinner.

Correspondence Item 11.c. next page

## CORRESPONDENCE (CONTINUED)

### 11.c. LETTER FROM EPIPHANY CATHOLIC CHURCH REQUESTING A FEE WAIVER FOR A TEMPORARY USE PERMIT AND CITY STAFF TIME FOR THEIR ANNUAL OUR LADY OF GUADALUPE PROCESSIONS

Epiphany Church is requesting a fee waiver for a Temporary Use Permit (TUP) and for City staff time dedicated to public safety support during its annual "Our Lady of Guadalupe" processions, scheduled from Monday, December 2, 2024, through Wednesday, December 11, 2024.

**RECOMMENDED ACTION:** Staff recommends City Council to discuss and consider approving the fee waiver request submitted by Epiphany Catholic Church, totaling \$3,770.

## 12. COUNCILMEMBERS' AGENDA

### 12.a. COUNCILMEMBER RUDY BOJORQUEZ

1. Consideration and Approval to add two (2) additional golf carts to invite the Valle Lindo and Mountain View School Boards on our Annual Christmas ride along with Santa.

## 13. CLOSED SESSION

### 13.a. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

Pursuant to Government Code Section 54956.9(d)(1) - (one case)

Richard Brown vs. City of South El Monte Code Enforcement  
LA Superior Court, Case No. 24PDSC02133

## 14. ADJOURNMENT

## NEXT REGULAR CITY COUNCIL MEETING:

Tuesday, December 10, 2024, at 6:00 p.m.

I, Adrian Garcia, MMC, 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](http://www.cityofsouthelmonte.org) on this November 7, 2024.



Adrian Garcia, MMC





## City Council Agenda Report

### Agenda Item No. 7.a.

**DATE:** November 12, 2024

**TO:** Honorable Mayor and Members of the City Council

**APPROVED BY:** Rene Salas, City Manager

**SUBMITTED BY:** Adrian Garcia, MMC, City Clerk

**SUBJECT:** CONSIDERATION AND APPROVAL OF THE REGULAR CITY COUNCIL MEETING MINUTES OF OCTOBER 22, 2024

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**SUMMARY:** Staff is requesting approval of Minutes for the October 22, 2024, Regular City Council Meeting.

**RECOMMENDED ACTION:** Staff is requesting approval of Minutes for the October 22, 2024, Regular City Council Meeting.

**FISCAL/FINANCIAL IMPACT:**

**DISCUSSION:**

**ATTACHMENT(S):**

A. DRAFT Reg CC Minutes 10-22-24

**CITY OF SOUTH EL MONTE**  
**REGULAR CITY COUNCIL MEETING MINUTES**  
Tuesday, October 22, 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

ABSENT: Councilmember(s): Mayor Pro Tem Bojorquez

STAFF PRESENT: Rene Salas, City Manager; Anthony R. Taylor, City Attorney; Adrian Garcia, City Clerk; Sabrina Muhne, Deputy City Clerk; John Poehler, Director of Public Works; and Guillermo Arreola, Director of Community Development.

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

**2. PLEDGE OF ALLEGIANCE** – Councilmember Angel led the Pledge of Allegiance.

**3. INVOCATION** – Pastor David Torres, Calvary Assembly of God Church offered the invocation.

**4. PRESENTATIONS**

**4.a.** Mayor and City Council presented a Certificate of Recognition to Ares Duarte, New Temple School Student/Athlete, for winning the coveted 2024 Triple Crown Champion Award in wrestling.

**4.b.** Mayor and City Council received the Sheriff's Department Report for the Month of September 2024.

**4.c.** Mayor and City Council received the Code Enforcement and Public Safety Department Report for the Month of September 2024.

Agenda Items 12.a. and 12.b. were requested to be moved up in the meeting. There being no objection, Agenda Items 12.a. and 12.b. were moved to be heard before Approval of the Agenda.

Mayor Olmos opened Public Comment for Councilmembers' Agenda Items 12.a. and 12.b.

There being no public comment on these items, Mayor Olmos closed Public Comment.

Councilmember's Agenda Items 12.a. and 12.b. were heard at this time.

## **12. COUNCILMEMBERS' AGENDA**

### **12.a. Councilmember Manuel Acosta**

1. Inquiry into the process for establishing Term Limits for Councilmembers, including any specific rules or requirements when setting up term limits (i.e. retroactive for terms already served, must they be consecutive, will breaks in between terms start the term-limit clock, etc.)

Councilmember Acosta summarized his item and questions and asked for council's suggestion on a good term limit number.

Anthony Taylor, City Attorney, described his experience with how other cities have approached term limits, responded to questions regarding the process for establishing term limits in a general law city versus a charter law city, and explained the differences between general law/council-initiated via an ordinance versus charter/voter-initiated via a measure, term limits would not be retroactive, potential costs related to submitting an election measure, costs could include drafting a charter, and if the ordinance would be adopted through a simple majority versus a super majority vote.

Discussion topics included gauging the public's opinion, the voter approval rate for implementing term limits in other cities, the benefit of receiving new knowledge and ideas as well as the disadvantage of losing institutional knowledge, advantages and disadvantages of converting to a charter city, and other expressions of consensus or disagreement on establishing term limits.

No action was taken on this item.

### **12.b. Councilmember Hector Delgado**

1. Putting up signage in front of South El Monte High School (SEMHS) to inform drivers of violations/fines for illegal drop-offs, turnabouts, or U-turns in front of the high school.

Councilmember Delgado summarized his item and raised concerns regarding an ongoing issue of vehicles parking or dropping off children in the red zone, minor accidents occur during illegal U-turns or in the turnabouts, and current signage only states no stopping in the zone but does not indicate a fine amount.

After discussion and common consent, staff was directed to work with the traffic engineer to conduct a traffic study and bring back a recommendation to Council for consideration and approval, including appropriate signage with a dollar amount for citations.

No action was taken on this item.

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

Anthony Taylor, City Attorney, announced two walk-on items, one being under Agenda Item 11.a. Correspondence, a letter from the San Gabriel Valley Conservation Corps requesting sponsorship for their 2<sup>nd</sup> Annual 9-Hole Golf Tournament scheduled for November 4<sup>th</sup>, hence the urgency item since there is no City Council meeting scheduled until after that date. Also, a Closed Session Item added under Agenda Item 13.a. instead of one litigation item, there will be two cases.

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

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

At 7:01 p.m., Councilmember Delgado was excused from the meeting.

## 6. PUBLIC COMMENT

Mayor Olmos opened public comment.

1. John Ventura, resident, expressed concerns on a mailer received from campaign candidates announcing an In-N-Out Burger rather than a press release coming from the Council, and concerns on who approved the mailer.
2. Salvador Ramirez, resident, announced that he is running for City Council, and expressed concerns on councilmembers' meeting attendance and receiving full monthly stipends.
3. Councilmember Acosta summarized an email received by Abdul Ahmed, business owner, expressing concerns on Councilmember Delgado. The email was shared at the dais and is on file in the City Clerk's office.

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

## 7. CONSENT CALENDAR

**Motion** by Councilmember Angel, seconded by Councilmember Acosta, to approve the Consent Calendar. Motion passed 3-0, by the following vote:

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

- 7.a. Approved the Minutes for the October 8, 2024, Regular City Council Meeting.
- 7.b. Adopted Resolution No. 24-232, authorizing payment of City expenditures for the period of October 9, 2024, through October 22, 2024, totaling \$631,192.52.

8. **PUBLIC HEARINGS – None**

9. **GENERAL BUSINESS**

9.a. **APPROVAL OF PROPOSED DARK CITY COUNCIL MEETING DATES AND CLOSURE OF CITY HALL FOR HOLIDAYS**

Mayor Olmos introduced the item, and Rene Salas, City Manager, presented a report.

**Motion** by Councilmember Angel, seconded by Councilmember Acosta, to approve going dark on Tuesday, November 26, 2024, and Tuesday, December 24, 2024, due to the Thanksgiving and Christmas holidays, and to authorize a City Hall closure during the Christmas holiday, from December 23, 2024, through January 2, 2025. Motion passed 3-0, by the following vote:

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

9.b. **UPDATE ON ALL COMMISSIONERS TO PROVIDE PROOF OF RESIDENCE AND RETURN SIGNED APPLICATION FOR APPOINTMENT TO COMMISSION**

Mayor Olmos introduced the item, and Rene Salas, City Manager, presented a report.

No action was taken on this item.

9.c. **CONSIDERATION AND APPROVAL OF RESOLUTION NO. 24-233 DESIGNATING THE CITY MANAGER AS THE SIGNATURE AUTHORITY FOR GRANT-RELATED DOCUMENTS AND FOR IMPLEMENTATION AND CLOSE-OUT OF THE GRANT**

Mayor Olmos introduced the item, and Rene Salas, City Manager, presented a report.

John Poehler, Director of Public Works, presented a report.

**Motion** by Councilmember Angel, seconded by Councilmember Acosta, to adopt Resolution No. 24-233, authorizing the City Manager or designee to execute all grant documents, including but not limited to, applications, agreements, amendments and requests for payment. Motion passed 3-0, by the following vote:

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

## **10. COMMITTEE REPORTS, INCLUDING AB 1234 REPORTS**

Councilmember Acosta announced he attended the following: the Grand Re-Opening of 7-Eleven, the American Red Cross' Sound the Alarm Save a Life event, the League of California Cities Annual Conference and Expo, and the Planning Commission Meeting.

Councilmember Angel announced he attended the following: a picnic hosted by the South El Monte Seniors 3L Club, the Grand Re-Opening of 7-Eleven, the Love Shouldn't Hurt Walk to End Domestic Violence, and the Epiphany Catholic School Oktoberfest Car and Bike Show.

Mayor Olmos announced she attended the following: the Grand Re-Opening of 7-Eleven, a Harvard Latino Leadership Academy meeting, the Planning Commission Meeting, the California Contract Cities Association Board of Directors Meeting, the Southeast Area Animal Control Authority (SEACCA) Commission Meeting, the Walk to End Domestic Violence, the Epiphany Catholic School Oktoberfest Car and Bike Show, the El Monte/South El Monte Chamber of Commerce 41<sup>st</sup> Annual Golf Tournament, and thanked Sil Ruiz, Librarian, for bringing bookmark entries for the Annual Bookmark Contest.

## **11. CORRESPONDENCE**

### **11.a. LETTER FROM THE SAN GABRIEL VALLEY CONSERVATION CORPS REQUESTING SPONSORSHIP FOR THEIR 2<sup>ND</sup> ANNUAL 9-HOLE GOLF TOURNAMENT SCHEDULED FOR NOVEMBER 4<sup>TH</sup>**

**Motion** by Councilmember Angel, seconded by Councilmember Acosta, to approve submitting a sponsorship in the amount of \$500. Motion passed 3-0, by the following vote:

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

## **12. COUNCILMEMBERS' AGENDA**

*This item was heard before Approval of the Agenda.*

### **12.a. Councilmember Manuel Acosta**

1. Inquiry into the process for establishing Term Limits for Councilmembers, including any specific rules or requirements when setting up term limits (i.e. retroactive for terms already served, must they

be consecutive, will breaks in between terms start the term-limit clock, etc.)

**RECOMMENDATION:** Discussion and/or action.

*This item was heard before Approval of the Agenda.*

**12.b. Councilmember Hector Delgado**

1. Putting up signage in front of South El Monte High School (SEMHS) to inform drivers of violations/fines for illegal drop-offs, turnabouts, or U-turns in front of the high school.

**RECOMMENDATION:** Discussion and/or action.

**13. CLOSED SESSION**

At 7:38 p.m. Anthony R. Taylor, City Attorney, recessed Council into closed session.

**13.a. CONFERENCE WITH LEGAL COUNSEL – POTENTIAL INITIATION OF LITIGATION**

Pursuant to Government Code Section 54956.9(d)(4) – (two cases)

At 7:59 p.m. Mayor Olmos reconvened the meeting with Councilmember Acosta and Councilmember Angel present, Councilmember Delgado and Mayor Pro Tem Bojorquez absent.

Anthony R. Taylor, City Attorney, announced City Council discussed Item 13.a., no reportable action.

**14. RECESS COUNCIL MEETING**

Mayor Olmos recessed the meeting at 7:48 p.m. for Successor Agency Agenda Items 15 through 21.

Mayor Olmos adjourned the Successor Agency meeting at 8:05 p.m.

Mayor Olmos reconvened the City Council Meeting at 8:05 p.m.

**22. ADJOURNMENT**

There being no further business coming before this body, at 8:05 p.m. Mayor Olmos adjourned the meeting in honor of Mr. Dennis Chiappetta, to a Regular City Council Meeting on Tuesday, November 12, 2024, at 6:00 p.m.

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Sabrina Muhne, Deputy City Clerk

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Gloria Olmos, Mayor



## City Council Agenda Report

### Agenda Item No. 7.b.

**DATE:** November 12, 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. 24-234, APPROVING WARRANTS FOR THE PERIOD OF OCTOBER 23, 2024, THROUGH NOVEMBER 12, 2024

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**SUMMARY:** Authorizing payment of City expenditures for the period of October 23, 2024, through November 12, 2024, totaling \$2,288,087.10.

**RECOMMENDED ACTION:** Staff recommends City Council adopt Resolution No. 24-234, authorizing payment of City expenditures.

**FISCAL/FINANCIAL IMPACT:**

**DISCUSSION:**

**ATTACHMENT(S):**

- A. Resolution No. 24-234
- B. Expense Approval Report 11.12.24



## ATTACHMENT A

### RESOLUTION NO. 24-234

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL  
ALLOWING CERTAIN CLAIMS AND DEMANDS FOR THE  
PERIOD OF OCTOBER 23, 2024, THROUGH NOVEMBER 22,  
2024, TOTALING \$2,288,087.10.

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.

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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 24/25 | Electronic Warrants | 10/23/24-11/12/24   | DFT0002218-2297    | \$438,834.80   |
| FY 24/25 | Regular Warrants    | 10/23/24-11/12/24   | 15295-15421        | \$1,652,522.23 |
| Payroll  | Manual Check        | PPE 10/26/24        | 1953-1963          | \$654.78       |
| Payroll  | Check               | PPE 10/26/24        | 1953-1961          | \$12,727.30    |
| Payroll  | Direct Deposit      | PPE 10/26/24        | 8259-8374          | \$183,347.99   |

TOTAL EXPENDITURES RESOLUTION NO. 24-234, \$2,288,087.10

**PASSED, APPROVED, AND ADOPTED** this 12<sup>th</sup> day of November 2024.

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Gloria Olmos, Mayor

ATTEST:

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Adrian Garcia, MMC, City Clerk

Attachment: Exhibit A – Expense Report

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

I, Adrian Garcia, MMC, City Clerk of the City of South El Monte, do hereby certify that the foregoing Resolution, being Resolution No. 24-234, 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 12<sup>th</sup> day of November 2024, and that said Resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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Adrian Garcia, MMC, City Clerk



South El Monte, CA

## ATTACHMENT B

## Warrant Register Council Meeting 11/12/24

| Account Number    | Vendor Name                     | Payment Number | Payment Date | Description (Item)                     | Amount   |
|-------------------|---------------------------------|----------------|--------------|----------------------------------------|----------|
| 01.0100.1050.5938 | GEORGE LOPEZ                    | 15295          | 10/16/2024   | FALL 2024- EDUCATION REIMB             | 1,437.00 |
| 01.0140.1430.5910 | GERARDO MARQUEZ                 | 15296          | 10/16/2024   | SEPT'24 ICSC CONF/ HOTEL REIMBURSEMENT | 666.08   |
| 01.0000.0000.2245 | CALIFORNIA TEAMSTERS LOCAL 911  | 15297          | 10/21/2024   | OCT'24 ADMIN                           | 1,672.00 |
| 01.0000.0000.2245 | CALIFORNIA TEAMSTERS LOCAL 911  | 15297          | 10/21/2024   | OCT'24 MISC                            | 520.00   |
| 01.0000.0000.2270 | STATE FRANCHISE TAX BOARD       | 15298          | 10/21/2024   | O.P GARNISHMENT PPE 10/12/24           | 306.00   |
| 01.0000.0000.2270 | STATE OF CA FRANCHISE TAX BOARD | 15299          | 10/21/2024   | A.R GARNISHMENT PPE 10/12/24           | 8.15     |
| 01.0000.0000.2240 | VONS CREDIT UNION               | 15300          | 10/21/2024   | OCT'24                                 | 114.00   |
| 01.0170.1020.5910 | JOHN POEHLER                    | 15301          | 10/21/2024   | OCT'24 VIRGINIA CONFERENCE/ PER DIEM   | 112.00   |
| 01.0100.1040.5922 | ACTION DESIGNZ                  | 15302          | 10/29/2024   | HARVARD DAY'24 TEE SHIRT               | 1,802.04 |
| 01.0151.1543.5952 | EMILIANO M. MIRANDA             | 15303          | 10/29/2024   | HARVEST FESTIVAL/ DJ SVCS              | 600.00   |
| 01.0151.1543.5952 | ZUMAYA RENTALS                  | 15304          | 10/29/2024   | EQUIPMENT RENTAL/ HARVEST FESTIVAL     | 1,000.00 |
| 01.0120.1210.5406 | 2010 OFFICE FURNITURE, INC      | 15305          | 11/06/2024   | NEW PASSPORT DESK                      | 2,014.30 |
| 01.0170.1710.5520 | A & R SAFE & LOCK CORP.         | 15306          | 11/06/2024   | KEYS FOR CHALL                         | 133.40   |
| 01.0150.1515.5204 | ALEJANDRO MIRAMONTES DE ANDA    | 15307          | 11/06/2024   | OCT'24 PC MEETING                      | 100.00   |
| 01.0100.1030.5215 | ALESHIRE & WYNDER, LLP          | 15308          | 11/06/2024   | SEPT'24 GENERAL                        | 6,741.00 |
| 01.0100.1030.5215 | ALESHIRE & WYNDER, LLP          | 15308          | 11/06/2024   | SEPT'24 SPECIAL PROJECTS SERVICES      | 4,991.20 |
| 01.0100.1030.5215 | ALESHIRE & WYNDER, LLP          | 15308          | 11/06/2024   | AUG-SEP'24 LITIGATION                  | 7,214.20 |
| 01.0100.1030.5215 | ALESHIRE & WYNDER, LLP          | 15308          | 11/06/2024   | AUG'24 PERSONNEL                       | 6,364.00 |
| 01.0100.1030.5215 | ALESHIRE & WYNDER, LLP          | 15308          | 11/06/2024   | SEPT'24 PLANNING SVCS                  | 1,514.59 |
| 01.0100.1030.5215 | ALESHIRE & WYNDER, LLP          | 15308          | 11/06/2024   | SEPT'24 P.W - ENGINEERING              | 2,142.80 |
| 01.0100.1030.5215 | ALESHIRE & WYNDER, LLP          | 15308          | 11/06/2024   | SEPT'24 FINANCE                        | 3,846.80 |
| 01.0100.1030.5215 | ALESHIRE & WYNDER, LLP          | 15308          | 11/06/2024   | SEPT'24 CODE ENFORCEMENT               | 5,031.60 |
| 01.0100.1030.5215 | ALESHIRE & WYNDER, LLP          | 15308          | 11/06/2024   | SEPT'24 HOUSING                        | 5,423.20 |
| 01.0000.0000.4512 | ALEXANDER A VILLACIS            | 15309          | 11/06/2024   | ADULT BASKETBALL FORFEIT FEE RFND      | 70.00    |
| 01.0150.1505.5204 | ALICE JEAN STRONG               | 15310          | 11/06/2024   | OCT'24 WOMEN & GIRLS COMM MTG          | 100.00   |
| 01.0151.1543.5952 | ALLIANT INSURANCE SERVICES      | 15311          | 11/06/2024   | NATIONAL NIGHT OUT/ EVENT INSURANCE    | 329.00   |
| 06.0300.3010.5430 | AMAZON CAPITAL SERVICES, INC    | 15312          | 11/06/2024   | NAPKIN BANDS/ CI PRGM SUPPLIES         | 65.97    |
| 01.0150.1530.5406 | AMAZON CAPITAL SERVICES, INC    | 15312          | 11/06/2024   | STORAGE BINS SUPP/ COFFEE BAR          | 150.81   |
| 01.0170.1020.5406 | AMAZON CAPITAL SERVICES, INC    | 15312          | 11/06/2024   | PHONE CHARGING CABLES                  | 97.18    |
| 01.0120.1210.5406 | AMAZON CAPITAL SERVICES, INC    | 15312          | 11/06/2024   | OFFICE SUPPLIES                        | 121.75   |
| 01.0170.1020.5406 | AMAZON CAPITAL SERVICES, INC    | 15312          | 11/06/2024   | YARD DEPT SUPPLIES                     | 135.64   |
| 01.0170.1710.5520 | AMAZON CAPITAL SERVICES, INC    | 15312          | 11/06/2024   | CHRISTMAS LIGHT REPLACEMENTS           | 555.83   |
| 01.0100.1050.5908 | AMAZON CAPITAL SERVICES, INC    | 15312          | 11/06/2024   | ADMIN DESK SUPPLIES                    | 81.38    |
| 01.0170.1100.5956 | AMAZON CAPITAL SERVICES, INC    | 15312          | 11/06/2024   | CROSSGUARD HATS                        | 76.05    |
| 01.0100.1050.5908 | AMAZON CAPITAL SERVICES, INC    | 15312          | 11/06/2024   | SNACKS & DRINKS/ TRAINING              | 138.56   |
| 01.0140.1430.5406 | AMAZON CAPITAL SERVICES, INC    | 15312          | 11/06/2024   | DEPT SUPPLIES                          | 11.01    |
| 01.0120.1210.5406 | AMAZON CAPITAL SERVICES, INC    | 15312          | 11/06/2024   | OFFICE SUPPLIES                        | 43.94    |
| 01.0150.1530.5952 | AMAZON CAPITAL SERVICES, INC    | 15312          | 11/06/2024   | UTENSILS & SUPPLIES/ RODEO DINNER      | 337.71   |
| 01.0170.1100.5956 | AMAZON CAPITAL SERVICES, INC    | 15312          | 11/06/2024   | CROSSGUARD HATS                        | 76.05    |
| 01.0170.1020.5406 | AMAZON CAPITAL SERVICES, INC    | 15312          | 11/06/2024   | MOSQUITO REPELANT                      | 119.34   |

|                   |                                      |       |            |                                          |           |
|-------------------|--------------------------------------|-------|------------|------------------------------------------|-----------|
| 01.0151.1545.5499 | AMAZON CAPITAL SERVICES, INC         | 15312 | 11/06/2024 | HOSES FOR K-RAILS                        | 716.55    |
| 01.0150.1530.5430 | AMAZON CAPITAL SERVICES, INC         | 15312 | 11/06/2024 | ITEMS RETURN CREDIT                      | (23.12)   |
| 01.0170.1020.5406 | AMAZON CAPITAL SERVICES, INC         | 15312 | 11/06/2024 | OFFICE SUPPLIES                          | 36.85     |
| 01.0120.1210.5406 | AMAZON CAPITAL SERVICES, INC         | 15312 | 11/06/2024 | OFFICE SUPPLIES                          | 22.04     |
| 01.0170.1020.5406 | AMAZON CAPITAL SERVICES, INC         | 15312 | 11/06/2024 | OFFICE SUPPLIES                          | 17.29     |
| 01.0150.1530.5952 | AMAZON CAPITAL SERVICES, INC         | 15312 | 11/06/2024 | SPECIAL EVENT PLACEMATTS                 | 186.39    |
| 01.0150.1530.5952 | AMAZON CAPITAL SERVICES, INC         | 15312 | 11/06/2024 | DIA DE LOS MUERTOS DECORATIONS           | 66.10     |
| 01.0150.1530.5952 | AMAZON CAPITAL SERVICES, INC         | 15312 | 11/06/2024 | RODEO EVENT SUPPLIES                     | 20.93     |
| 01.0150.1530.5952 | AMAZON CAPITAL SERVICES, INC         | 15312 | 11/06/2024 | VETERANS DAY GIVEAWAYS                   | 49.54     |
| 01.0170.1020.5406 | AMAZON CAPITAL SERVICES, INC         | 15312 | 11/06/2024 | OFFICE SUPPLIES                          | 25.90     |
| 01.0140.1430.5406 | AMAZON CAPITAL SERVICES, INC         | 15312 | 11/06/2024 | DEPT SUPPLIES                            | 115.12    |
| 01.0000.0000.4512 | ANGEL HERNANDEZ                      | 15313 | 11/06/2024 | ADULT BASKETBALL RFND                    | 420.00    |
| 01.0000.0000.4512 | ANGEL SANCHEZ                        | 15314 | 11/06/2024 | ADULT BASKETBALL FORFEIT FEE RFND        | 70.00     |
| 01.0151.1543.5952 | ARIANA GUTIERREZ                     | 15315 | 11/06/2024 | WALK TO END DV EVENT SUPPLIES            | 200.00    |
| 01.0000.0000.4554 | ARIELLE MENDEZ                       | 15316 | 11/06/2024 | 10/12/24 MVD COMM RM DAMAGE DEPOSIT RFND | 50.00     |
| 01.0000.0000.4554 | ARTURO HERNANDEZ                     | 15317 | 11/06/2024 | 10/5/24 MVD COMM RM DAMAGE DEPOSIT RFND  | 50.00     |
| 01.0170.1770.5525 | AUTO ACCESSORIES EMERGENCY LIGHT INC | 15318 | 11/06/2024 | #41 WINDOW TINT                          | 300.00    |
| 01.0170.1770.5525 | AUTOZONE                             | 15319 | 11/06/2024 | #16 POWER INVERTER                       | 349.69    |
| 01.0170.1770.5525 | AUTOZONE                             | 15319 | 11/06/2024 | JOHN DEERE #1 BATTERY RETURN             | (10.00)   |
| 01.0170.1770.5525 | AUTOZONE                             | 15319 | 11/06/2024 | #8 RETURN WRONG BULB                     | (8.90)    |
| 01.0170.1770.5525 | AUTOZONE                             | 15319 | 11/06/2024 | # 3 MINOR SERVICE                        | 3.74      |
| 01.0170.1770.5525 | AUTOZONE                             | 15319 | 11/06/2024 | #2 TRAILER REPLACEMENT LIGHTS            | 48.11     |
| 01.0170.1770.5525 | AUTOZONE                             | 15319 | 11/06/2024 | #21 L/F TURN SIGNAL REPLACE              | 9.42      |
| 01.0170.1770.5525 | AUTOZONE                             | 15319 | 11/06/2024 | #19 MINOR SERVICE                        | 22.47     |
| 01.0170.1770.5525 | AUTOZONE                             | 15319 | 11/06/2024 | #19 NEW AIR FILTER                       | 16.53     |
| 01.0170.1770.5525 | AUTOZONE                             | 15319 | 11/06/2024 | #19 RETURN AIR FILTER                    | (19.83)   |
| 01.0170.1770.5525 | AUTOZONE                             | 15319 | 11/06/2024 | #12 SMALL TOOLS FOR BEACON LIGHT         | 100.16    |
| 01.0170.1770.5525 | AUTOZONE                             | 15319 | 11/06/2024 | #23 MINIR SERVICE                        | 16.21     |
| 01.0170.1770.5525 | AUTOZONE                             | 15319 | 11/06/2024 | #31 REPLACE BATTERY                      | 232.62    |
| 44.0800.8010.5525 | AUTOZONE                             | 15319 | 11/06/2024 | #6,21,29 SERVICE                         | 219.62    |
| 01.0170.1770.5525 | AUTOZONE                             | 15319 | 11/06/2024 | OIL FILTER TOOL                          | 10.90     |
| 01.0170.1740.5435 | BASE HILL, INC.                      | 15320 | 11/06/2024 | OCT'24 JANITORIAL SVCS                   | 8,085.00  |
| 01.0160.1610.5520 | BASE HILL, INC.                      | 15320 | 11/06/2024 | CCTR CARPETS SHAMPOO                     | 200.00    |
| 01.0170.1710.5520 | BASE HILL, INC.                      | 15320 | 11/06/2024 | CHALL CARPETS SHAMPOO                    | 375.00    |
| 01.0160.1620.5520 | BASE HILL, INC.                      | 15320 | 11/06/2024 | SPECIAL CLEAN UP                         | 240.00    |
| 02.0170.1760.5535 | BEAR ELECTRICAL SOLUTIONS, INC       | 15321 | 11/06/2024 | SEPT' TRAFFIC SIGNAL ROUTINE             | 2,225.00  |
| 02.0170.1760.5535 | BEAR ELECTRICAL SOLUTIONS, INC       | 15321 | 11/06/2024 | SEPT'24 SIGNAL RESPONSE                  | 5,779.00  |
| 01.0000.0000.4512 | BIHUA WU                             | 15322 | 11/06/2024 | YOUTH BASKETBALL RFND                    | 60.00     |
| 01.0140.1430.5215 | BLACK KNIGHT DATA & ANALYTICS, LLC   | 15323 | 11/06/2024 | 10/08 -11/07/24 MONTHLY SUBSCRIPTION     | 150.00    |
| 01.0150.1515.5204 | BLANCA M. FIGUEROA                   | 15324 | 11/06/2024 | OCT'24 PC MEETING                        | 100.00    |
| 01.0151.1543.5952 | BMI                                  | 15325 | 11/06/2024 | 10/1/24-9/30/25 MUSIC LICENSE RENEWAL    | 435.00    |
| 01.0000.0000.4512 | BRANDON NGUYEN                       | 15326 | 11/06/2024 | ADULT BASKETBALL FORFEIT FEE RFND        | 70.00     |
| 01.0000.0000.4554 | BRIANNA RUIZ                         | 15327 | 11/06/2024 | MVD RESERVATION DAMAGE DEPOSIT RFND      | 50.00     |
| 01.0140.1440.5215 | BUREAU VERITAS NORTH AMERICAN INC.   | 15328 | 11/06/2024 | SEPT'24 BLDG INSPECTOR SVCS              | 7,781.11  |
| 01.0130.1310.5903 | CALIFORNIA MUNICIPAL STATISTICS, INC | 15329 | 11/06/2024 | PROPERTY TAX SVCS                        | 550.00    |
| 01.0130.1330.5931 | CARAHSOFT TECHNOLOGY CORPORATION     | 15330 | 11/06/2024 | ACCELA EXPERT SERVICES                   | 10,595.81 |
| 01.0000.0000.4512 | CHRISTIAN LOPEZ JR                   | 15331 | 11/06/2024 | ADULT BASKETBALL FORFEIT FEE RFND        | 70.00     |

|                   |                                    |       |            |                                              |             |
|-------------------|------------------------------------|-------|------------|----------------------------------------------|-------------|
| 01.0150.1505.5204 | CHRISTINA FONSECA                  | 15332 | 11/06/2024 | OCT'24 WOMEN & GIRLS COMM MTG                | 100.00      |
| 01.0170.1770.5525 | CITY OF EL MONTE-FINANCE DEPT.     | 15333 | 11/06/2024 | SEPT'24 CNG FUEL                             | 317.66      |
| 01.0170.1710.5520 | CLEANLEAF ENERGY HOLDINGS, INC     | 15334 | 11/06/2024 | SOLAR REPAIR CHALL                           | 916.08      |
| 01.0000.0000.4522 | CRYSTAL VASQUEZ                    | 15335 | 11/06/2024 | NIGHT MARKET VENDOR FEE RFND                 | 65.00       |
| 01.0170.1020.5956 | DANIEL PITONES                     | 15336 | 11/06/2024 | 2024 BOOT ALLOWANCE                          | 136.17      |
| 01.0150.1515.5204 | DAVID FLORES                       | 15337 | 11/06/2024 | OCT'24 PC MEETING                            | 100.00      |
| 01.0160.1620.5520 | DDC ELECTRIC SUPPLY, INC.          | 15338 | 11/06/2024 | HAND DRYER/ SCTR                             | 132.74      |
| 01.0160.1620.5520 | DDC ELECTRIC SUPPLY, INC.          | 15338 | 11/06/2024 | HAND DRYERS/ SCTR                            | 596.84      |
| 01.0170.1720.5520 | DDC ELECTRIC SUPPLY, INC.          | 15338 | 11/06/2024 | NEW OUTSIDE LIGHT/ YARD                      | 437.63      |
| 01.0170.1710.5520 | DDC ELECTRIC SUPPLY, INC.          | 15338 | 11/06/2024 | RESTROOM REPAIR CHALL                        | 447.79      |
| 01.0170.1710.5520 | DDC ELECTRIC SUPPLY, INC.          | 15338 | 11/06/2024 | RESTROOM REPAIR                              | 12.33       |
| 15.0450.4510.5405 | DOMUM LLC                          | 15339 | 11/06/2024 | NEW WINDOW SHADES/ SCTR                      | 5,966.32    |
| 06.0300.3010.5430 | DRIFTWOOD DAIRY, INC               | 15340 | 11/06/2024 | MILK/ CI NUTR PRGM                           | 335.58      |
| 06.0300.3020.5430 | DRIFTWOOD DAIRY, INC               | 15340 | 11/06/2024 | MILK/ CII NUTR PRGM                          | 37.28       |
| 06.0300.3010.5430 | DRIFTWOOD DAIRY, INC               | 15340 | 11/06/2024 | MILK/ CI NUTR PRGM                           | 205.36      |
| 06.0300.3020.5430 | DRIFTWOOD DAIRY, INC               | 15340 | 11/06/2024 | MILK/ CII NUTR PRGM                          | 22.81       |
| 01.0140.1430.5215 | DUDEK                              | 15341 | 11/06/2024 | 04/27-6/28/24 - HOUSING ELEMENT              | 1,053.10    |
| 01.0170.1770.5525 | DWS TIRES                          | 15342 | 11/06/2024 | #3 LF TPMS SENSOR                            | 138.12      |
| 01.0170.1770.5525 | DWS TIRES                          | 15342 | 11/06/2024 | #19 4 TIRES & SENSORS                        | 1,326.00    |
| 01.0170.1480.5215 | E. TSENG & ASSOCIATES, INC.        | 15343 | 11/06/2024 | OCT'23-AUG'24 CALRECYCLE DOCUMENT REPORT     | 8,500.00    |
| 01.0160.1620.5520 | ECOLAB PEST ELIM. DIVISION         | 15344 | 11/06/2024 | AUG'23 PEST CONTROL/ SCTR                    | 321.59      |
| 01.0130.1330.5215 | ECS IMAGING INC                    | 15345 | 11/06/2024 | SCANNING SVCS- PLANS & MAPS                  | 17,864.95   |
| 01.0100.1010.5406 | EL MONTE PRINTING                  | 15346 | 11/06/2024 | OCT'24 BUSINESS CARDS                        | 1,311.98    |
| 01.0140.1410.5204 | EMILY LARES                        | 15347 | 11/06/2024 | OCT'24 PC MEETING                            | 150.00      |
| 01.0120.1220.5919 | EPOCH TIME, INC.                   | 15348 | 11/06/2024 | ELECTION PUBLICATION/ (CHINESE & VIETNAMESE) | 1,300.00    |
| 01.0000.0000.4512 | ERIC FIGUEROA                      | 15349 | 11/06/2024 | ADULT BBALL FORFEIT FEE RFND                 | 70.00       |
| 01.0000.0000.4522 | ERIKA HEREDIA                      | 15350 | 11/06/2024 | NIGHT MARKET VENDOR PARTIAL RFND             | 10.00       |
| 01.0160.1650.5520 | EWING IRRIGATION                   | 15351 | 11/06/2024 | IRRIGATION REPAIRS NTP                       | 659.09      |
| 01.0160.1650.5520 | EWING IRRIGATION                   | 15351 | 11/06/2024 | IRRIGATION REPAIRS/ NTP                      | 777.28      |
| 01.0160.1650.5520 | EWING IRRIGATION                   | 15351 | 11/06/2024 | IRR REPAIRS NTP                              | 956.04      |
| 01.0160.1650.5520 | EWING IRRIGATION                   | 15351 | 11/06/2024 | RYE BLEND GRASS REPAIR NTP                   | 844.86      |
| 01.0160.1620.5520 | EWING IRRIGATION                   | 15351 | 11/06/2024 | WATER LEAK REPAIR SCTR                       | 182.35      |
| 01.0160.1650.5520 | EWING IRRIGATION                   | 15351 | 11/06/2024 | POTTING SOIL                                 | 48.62       |
| 01.0160.1660.5520 | EWING IRRIGATION                   | 15351 | 11/06/2024 | IRR REPAIRS SHIVLEY                          | 597.33      |
| 01.0170.1750.5520 | EWING IRRIGATION                   | 15351 | 11/06/2024 | LEATHER SCABBARD                             | 23.00       |
| 01.0000.0000.4512 | FERNANDO AGUILAR                   | 15352 | 11/06/2024 | ADULT BASKETBALL FORFEIT FEE RFND            | 70.00       |
| 01.0170.1750.5505 | GARVEY EQUIPMENT COMPANY           | 15353 | 11/06/2024 | #296 SERVICE                                 | 269.59      |
| 01.0170.1750.5505 | GARVEY EQUIPMENT COMPANY           | 15353 | 11/06/2024 | ENGINE REBUILD WATER TANK                    | 615.39      |
| 68.0000.0000.2510 | GENTRY BROTHERS INC                | 15354 | 11/06/2024 | SEP'24 MER GRWY/CON#407                      | (36,437.14) |
| 68.0900.9000.5968 | GENTRY BROTHERS INC                | 15354 | 11/06/2024 | SEP'24 MER GRWY/CON#407                      | 58,208.00   |
| 68.0900.9000.5968 | GENTRY BROTHERS INC                | 15354 | 11/06/2024 | SEP'24 MER GRWY/CON#407                      | 193,212.90  |
| 68.0900.9000.5968 | GENTRY BROTHERS INC                | 15354 | 11/06/2024 | SEP'24 MER GRWY/CON#407                      | 9,000.00    |
| 68.0900.9000.5968 | GENTRY BROTHERS INC                | 15354 | 11/06/2024 | SEP'24 MER GRWY/CON#407                      | 17,500.00   |
| 68.0900.9000.5968 | GENTRY BROTHERS INC                | 15354 | 11/06/2024 | SEP'24 MER GRWY/CON#407                      | 450,821.80  |
| 01.0170.1770.5525 | GOT PROPANE INC                    | 15355 | 11/06/2024 | OCT'24 FORKLIFT PROPANE                      | 44.74       |
| 01.0170.1770.5525 | GOT PROPANE INC                    | 15355 | 11/06/2024 | 6/24 FORKLIFT PROPANE                        | 19.25       |
| 01.0100.1020.5215 | GOVERNMENT STAFFING SERVICES, INC. | 15356 | 11/06/2024 | 9/9-9/19/24 MUNI TEMP SVCS/ RECEPTIONIST     | 3,440.00    |
| 01.0100.1020.5215 | GOVERNMENT STAFFING SERVICES, INC. | 15356 | 11/06/2024 | 9/9-9/19/24 MUNI TEMP SVCS/ ADMIN ASSITANT   | 3,440.00    |

|                   |                                     |       |            |                                                |            |
|-------------------|-------------------------------------|-------|------------|------------------------------------------------|------------|
| 01.0100.1020.5215 | GOVERNMENT STAFFING SERVICES, INC.  | 15356 | 11/06/2024 | 10/7-10/17/24 MUNI TEMP SVCS/ RECEPTIONIST     | 3,010.00   |
| 01.0100.1020.5215 | GOVERNMENT STAFFING SERVICES, INC.  | 15356 | 11/06/2024 | 10/7-10/17/21 MUNI TEMP SVCS/ ADMIN ASSISTANT  | 3,010.00   |
| 01.0100.1020.5215 | GOVERNMENT STAFFING SERVICES, INC.  | 15356 | 11/06/2024 | 10/21-10/31/24 MUNI TEMP SVCS/ ADMIN ASSISTANT | 3,440.00   |
| 01.0130.1310.5215 | GOVINVEST INC.                      | 15357 | 11/06/2024 | FY24 GASB 68 VALUATION FEE                     | 1,800.00   |
| 01.0170.1710.5520 | GRANT'S TRUE VALUE HARDWARE         | 15358 | 11/06/2024 | CONNECTOR FOR TOILET                           | 41.76      |
| 01.0160.1620.5520 | GRANT'S TRUE VALUE HARDWARE         | 15358 | 11/06/2024 | TV PROJECT/ SCTR                               | 19.53      |
| 01.0160.1620.5520 | GRANT'S TRUE VALUE HARDWARE         | 15358 | 11/06/2024 | TV PROJECT/ SCTR                               | 30.34      |
| 01.0170.1710.5520 | GRANT'S TRUE VALUE HARDWARE         | 15358 | 11/06/2024 | SINK REPAIR CHALL                              | 35.16      |
| 01.0170.1770.5525 | GRANT'S TRUE VALUE HARDWARE         | 15358 | 11/06/2024 | #12 BEACON LIGHT                               | 60.96      |
| 01.0160.1620.5520 | GRANT'S TRUE VALUE HARDWARE         | 15358 | 11/06/2024 | OUTSIDE LIGHT FIXURES                          | 138.71     |
| 01.0170.1760.5520 | GRANT'S TRUE VALUE HARDWARE         | 15358 | 11/06/2024 | STREET SUPPLIES                                | 36.84      |
| 37.0670.6720.5977 | GRANT'S TRUE VALUE HARDWARE         | 15358 | 11/06/2024 | MISC STREET REPAIR SUPPLIES                    | 139.70     |
| 01.0160.1620.5520 | GRANT'S TRUE VALUE HARDWARE         | 15358 | 11/06/2024 | HAND DRYER TOOLS/ SCTR                         | 25.27      |
| 01.0160.1670.5520 | GRANT'S TRUE VALUE HARDWARE         | 15358 | 11/06/2024 | MVD FENCE REAPIR                               | 27.48      |
| 01.0160.1670.5520 | GRANT'S TRUE VALUE HARDWARE         | 15358 | 11/06/2024 | MVD FENCE REPAIRS                              | 28.58      |
| 01.0120.1210.5215 | GREEN PUBLIC AFFAIRS & CAMPAIGNS    | 15359 | 11/06/2024 | PUBLIC EDU EFFORT. SEM MEASURE                 | 9,369.34   |
| 01.0130.1310.5903 | HDL COREN & CONE                    | 15360 | 11/06/2024 | OCT-DEC'24 PROPERTY TAX                        | 2,175.00   |
| 01.0000.0000.4522 | IGNACIO TORRES                      | 15361 | 11/06/2024 | NIGHT MARKET VENDOR RFND                       | 150.00     |
| 01.0160.1610.5520 | INDUSTRIAL PIPE & STEEL             | 15362 | 11/06/2024 | FLAT BAR FOR CCTR                              | 46.24      |
| 01.0160.1620.5520 | INDUSTRIAL PIPE & STEEL             | 15362 | 11/06/2024 | STAINLESS STEEL REPAIR/ SCTR                   | 48.90      |
| 01.0000.0000.4512 | JASON ORTIZ                         | 15363 | 11/06/2024 | ADULT BASKETBALL FORFEIT FEE RFND              | 70.00      |
| 02.0170.1760.5540 | JCL TRAFFIC SERVICES                | 15364 | 11/06/2024 | NO PARKING SIGNS                               | 2,488.07   |
| 01.0151.1545.5499 | JCL TRAFFIC SERVICES                | 15364 | 11/06/2024 | 10/3 NIGHT MARKET RENTALS                      | 2,850.00   |
| 01.0170.1710.5520 | JCL TRAFFIC SERVICES                | 15364 | 11/06/2024 | NEW RESERVED PARKING SIGNS                     | 265.26     |
| 02.0170.1760.5540 | JCL TRAFFIC SERVICES                | 15364 | 11/06/2024 | NO PARKING SIGNS                               | 2,488.07   |
| 02.0170.1760.5540 | JCL TRAFFIC SERVICES                | 15364 | 11/06/2024 | STREET STRIPING PAINT                          | 213.00     |
| 02.0170.1760.5540 | JCL TRAFFIC SERVICES                | 15364 | 11/06/2024 | RED STREET STIPING PAINT                       | 441.88     |
| 02.0170.1760.5540 | JCL TRAFFIC SERVICES                | 15364 | 11/06/2024 | SAFETY POST BASES                              | 424.46     |
| 01.0170.1760.5540 | JCL TRAFFIC SERVICES                | 15364 | 11/06/2024 | BLUE PAINT FOR HANIDCAP STALLS                 | 213.00     |
| 37.0670.6720.5977 | JCL TRAFFIC SERVICES                | 15364 | 11/06/2024 | NEW STREET NAME SIGNS                          | 344.53     |
| 37.0670.6720.5977 | JCL TRAFFIC SERVICES                | 15364 | 11/06/2024 | NO PARKING SIGNS                               | 439.90     |
| 02.0170.1760.5540 | JCL TRAFFIC SERVICES                | 15364 | 11/06/2024 | NO PARKING SIGNS                               | 176.84     |
| 37.0670.6720.5977 | JCL TRAFFIC SERVICES                | 15364 | 11/06/2024 | NEW STREET SIGNS                               | 2,046.91   |
| 01.0140.1410.5204 | JEFFREY MICHAEL ORTIZ               | 15365 | 11/06/2024 | OCT'24 PC MEETING                              | 150.00     |
| 01.0000.0000.4554 | JENNIFER COLANTUONO                 | 15366 | 11/06/2024 | 10/13/24 MVD COMM RM DAMAGE DEPOSIT RFND       | 50.00      |
| 70.0900.9020.5215 | JOHN L. HUNTER AND ASSOCIATES, INC. | 15367 | 11/06/2024 | AUG'24 NPDES PRGM SVCS                         | 1,360.75   |
| 25.0550.5510.5215 | JOHN L. HUNTER AND ASSOCIATES, INC. | 15367 | 11/06/2024 | AUG'24 USED OIL RECYCLING                      | 787.00     |
| 01.0170.1720.5406 | JORGE A PULIDO ARRIERO              | 15368 | 11/06/2024 | SEPT'24 WATER DELIVERY/ YARD                   | 149.95     |
| 01.0170.1720.5406 | JORGE A PULIDO ARRIERO              | 15368 | 11/06/2024 | OCT'24 WATER DELIVERY/ YARD                    | 85.08      |
| 01.0170.1720.5406 | JORGE A PULIDO ARRIERO              | 15368 | 11/06/2024 | 10/11 WATER DELIVERY/ CCTR                     | 26.96      |
| 01.0000.0000.4512 | JOSE LUIS BALBUENA                  | 15369 | 11/06/2024 | ADULT BASKETBALL FORFEIT FEE RFND              | 70.00      |
| 01.0140.1410.5204 | KENNETH EUEKHEANG TANG              | 15370 | 11/06/2024 | OCT'24 PC MEETING                              | 150.00     |
| 01.0110.1110.5220 | L.A. COUNTY SHERIFF'S DEPT.         | 15371 | 11/06/2024 | SEP'24 LAW ENFORCEMENT SVCS                    | 475,596.99 |
| 01.0110.1110.5610 | L.A. COUNTY SHERIFF'S DEPT.         | 15371 | 11/06/2024 | SEPT'24 LIABILITY INSURANCE                    | 59,449.62  |
| 01.0110.1110.5635 | L.A. COUNTY SHERIFF'S DEPT.         | 15371 | 11/06/2024 | AUG'24 TRAFFIC ENFORCEMENT                     | 2,785.59   |
| 01.0110.1110.5633 | L.A. COUNTY SHERIFF'S DEPT.         | 15371 | 11/06/2024 | AUG'24 NIGHT MARKET/ LAW ENFORCEMENT SVCS      | 12,097.88  |
| 01.0110.1110.5635 | L.A. COUNTY SHERIFF'S DEPT.         | 15371 | 11/06/2024 | AUG'24 CRIME SUPPRESSION                       | 22,577.26  |
| 01.0110.1110.5635 | L.A. COUNTY SHERIFF'S DEPT.         | 15371 | 11/06/2024 | SEP'24 TRAFFIC ENFORCEMENT                     | 2,785.59   |

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|-------------------|-------------------------------------|-------|------------|-----------------------------------------------|-----------|
| 01.0120.1220.5919 | LA OPINION, LA OPINION NEWSPAPER    | 15372 | 11/06/2024 | AUG'24 LEGAL PUBLIC NOTICE                    | 765.00    |
| 01.0120.1220.5919 | LANGUAGE NETWORK                    | 15373 | 11/06/2024 | TRANSLATION SVCS                              | 390.00    |
| 01.0140.1410.5204 | LARRY RODRIGUEZ                     | 15374 | 11/06/2024 | OCT'24 PC MEETING                             | 150.00    |
| 01.0160.1670.5520 | LBC LIGHTING                        | 15375 | 11/06/2024 | MVD WALKWAY LIGHTS                            | 149.73    |
| 01.0170.1710.5520 | LBC LIGHTING                        | 15375 | 11/06/2024 | LIGHT SWITCHES                                | 144.35    |
| 01.0170.1720.5520 | LBC LIGHTING                        | 15375 | 11/06/2024 | BAY LIGHT BULBS/ YARD                         | 425.22    |
| 01.0160.1660.5520 | LBC LIGHTING                        | 15375 | 11/06/2024 | MVD WALKWAY LIGHT RETURN                      | (149.72)  |
| 01.0160.1620.5520 | LBC LIGHTING                        | 15375 | 11/06/2024 | LIGHT BULBS/ SCTR                             | 32.77     |
| 01.0160.1620.5520 | LBC LIGHTING                        | 15375 | 11/06/2024 | LIGHT BULBS SCTR                              | 217.88    |
| 01.0170.1710.5520 | LBC LIGHTING                        | 15375 | 11/06/2024 | LIGHTS IN HVAC AREA/ CHALL                    | 560.95    |
| 01.0140.1410.5204 | LEONEL A. BARRERA JR                | 15376 | 11/06/2024 | OCT'24 PC MEETING                             | 150.00    |
| 68.0900.9000.6025 | LOC, INC                            | 15377 | 11/06/2024 | NTP/ COMM CENTER- CONSTRUCTION DOC #252       | 11,970.00 |
| 01.0000.0000.4512 | LORENA JIMENEZ                      | 15378 | 11/06/2024 | YOUTH BASKETBALL RFND                         | 60.00     |
| 01.0170.1020.5956 | LUIS VALENZUELA                     | 15379 | 11/06/2024 | 2024 BOOT ALLOWANCE                           | 200.00    |
| 01.0130.1330.5215 | MODERN IT, INC                      | 15380 | 11/06/2024 | OCT'24 OFFICE 365                             | 5,444.85  |
| 01.0130.1330.5215 | MODERN IT, INC                      | 15380 | 11/06/2024 | NOV'24 MANAGED SVCS                           | 13,530.00 |
| 01.0130.1330.5215 | MODERN IT, INC                      | 15380 | 11/06/2024 | NOV'24 OFFICE 365                             | 5,509.85  |
| 01.0170.1770.5525 | MODERN TRAILER SUPPLY CO.           | 15381 | 11/06/2024 | JACK STAND REPLACEMENT                        | 384.95    |
| 01.0150.1515.5204 | NAOMI LOPEZ                         | 15382 | 11/06/2024 | OCT'24 PC MEETING                             | 100.00    |
| 01.0151.1542.5499 | NEW SIGN SOLUTION, INC.             | 15383 | 11/06/2024 | BOXING BANNER                                 | 594.93    |
| 01.0151.1545.5499 | NEW SIGN SOLUTION, INC.             | 15383 | 11/06/2024 | NIGHT MRKT BANNER                             | 480.00    |
| 68.0900.9000.6025 | NEW SIGN SOLUTION, INC.             | 15383 | 11/06/2024 | 4X4 BANNER #252                               | 308.70    |
| 01.0150.1530.5952 | NORMA RODRIGUEZ ORTIZ               | 15384 | 11/06/2024 | OCT'24 FOLKLORICO DANCE LESSONS/ SENIORS      | 280.00    |
| 39.0900.9000.6025 | ONYX ARCHITECTS, INC                | 15385 | 11/06/2024 | SEP'24 PLANS/SPECS CHALL#637                  | 1,717.50  |
| 68.0900.9000.6025 | ONYX ARCHITECTS, INC                | 15385 | 11/06/2024 | SEP'24 PLANS/SPECS CHALL#252                  | 1,717.50  |
| 37.0670.6720.5977 | PACIFIC PRODUCTS AND SERVICES LLC   | 15386 | 11/06/2024 | STREET SIGN SUPPLIES                          | 1,178.57  |
| 01.0130.1330.5931 | PAGEFREEZER SOFTWARE INC            | 15387 | 11/06/2024 | NOV'24-NOV'25 PUB RCDS COMPLNCE/ SOCIAL MEDIA | 2,359.56  |
| 01.0000.0000.4554 | PETRONILA ESTRADA                   | 15388 | 11/06/2024 | 10/27/24 MVD COMM RM DAMAGE DEPOSIT RFND      | 50.00     |
| 01.0170.1100.5406 | PHOENIX GROUP INFORMATION SYSTEMS   | 15389 | 11/06/2024 | PARKING ENFORCEMENT CITATION ROLLS            | 3,283.30  |
| 01.0140.1440.5215 | PLACER LABS INC.                    | 15390 | 11/06/2024 | OCT'24-OCT'25 YEARLY SUBSCRIPTION             | 25,000.00 |
| 01.0000.0000.4554 | PRECIOUS ALVARADO                   | 15391 | 11/06/2024 | MVD COMMUNITY ROOM DAMAGE DEPOSIT RFND        | 50.00     |
| 01.0151.1543.5952 | PREMIER JANITORIAL SERVICES         | 15392 | 11/06/2024 | 9/11 CEREMONY RENTAL EQUIP                    | 385.88    |
| 01.0151.1545.5430 | PREMIER JANITORIAL SERVICES         | 15392 | 11/06/2024 | NIGHT MRKT EVNT RENTAL EQUIP                  | 4,919.67  |
| 01.0151.1543.5952 | PREMIER JANITORIAL SERVICES         | 15392 | 11/06/2024 | DOMESTIC VIOLENCE WALK/ EQUIP RENTALS         | 988.15    |
| 01.0150.1530.5952 | PREMIER JANITORIAL SERVICES         | 15392 | 11/06/2024 | RODEO EVENT RENTAL                            | 1,798.49  |
| 01.0000.0000.4512 | RAFAEL NAVAS                        | 15393 | 11/06/2024 | ADULT BASKETBALL FORFEIT FEE RFND             | 70.00     |
| 01.0000.0000.4512 | RENE OROZCO                         | 15394 | 11/06/2024 | ADULT BASKETBALL FORFEIT FEE RFND             | 70.00     |
| 01.0170.1770.5525 | RENT A SPRAY                        | 15395 | 11/06/2024 | TITION SPRAYER FILTER                         | 109.04    |
| 01.0000.0000.4512 | RICKY SU                            | 15396 | 11/06/2024 | YOUTH BASKETBALL RFND                         | 110.00    |
| 01.0150.1515.5204 | ROSEMARY RACHEL TAVERA              | 15397 | 11/06/2024 | OCT'24 PC MEETING                             | 100.00    |
| 01.0120.1220.5919 | SAN GABRIEL VALLEY TRIBUNE          | 15398 | 11/06/2024 | 10/28/24 NOTICE NOMINEES & MEASURE            | 3,011.04  |
| 01.0000.0000.4554 | SARAH VINSON-LOPEZ                  | 15399 | 11/06/2024 | 10/26/24 MVD COMM RM DAMAGE DEPOSIT RFND      | 50.00     |
| 01.0100.1020.5910 | SGV CITY MANAGERS' ASSOCIATION      | 15400 | 11/06/2024 | NOV'24 SGV BOARD MEETING                      | 40.00     |
| 01.0160.1620.5520 | SOUTHEAST CONSTRUCTION PRODUCTS,INC | 15401 | 11/06/2024 | RED COLOR FOR WALL REPAIR SCTR                | 10.69     |
| 01.0160.1650.5520 | SOUTHEAST CONSTRUCTION PRODUCTS,INC | 15401 | 11/06/2024 | PLASTER/ NTP                                  | 96.47     |

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| 37.0670.6720.5977 | SOUTHEAST CONSTRUCTION PRODUCTS,INC | 15401 | 11/06/2024 | 9559 GARVEY STREET REPAIR            | 140.09    |
| 37.0670.6720.5977 | SOUTHEAST CONSTRUCTION PRODUCTS,INC | 15401 | 11/06/2024 | GARVEY/CHICO CONCRETE REPAIR         | 40.99     |
| 02.0170.1760.5540 | SOUTHEAST CONSTRUCTION PRODUCTS,INC | 15401 | 11/06/2024 | FIRE STATION SAND                    | 83.99     |
| 01.0170.1770.5525 | SOUTHERN TIRE MART LLC              | 15402 | 11/06/2024 | DITCH WITCH TIRES                    | 667.82    |
| 01.0170.1770.5525 | SOUTHERN TIRE MART LLC              | 15402 | 11/06/2024 | TIRES FOR WATER TANK                 | 402.20    |
| 37.0670.6720.5977 | SPRAGUES READY MIX                  | 15403 | 11/06/2024 | 9630 ALPACA CONCRETE REPAIR          | 883.65    |
| 06.0300.3010.5430 | SUPERIOR WAREHOUSE GROCERS          | 15404 | 11/06/2024 | FOOD/ CI NUTR PRGM                   | 88.37     |
| 06.0300.3020.5430 | SUPERIOR WAREHOUSE GROCERS          | 15404 | 11/06/2024 | FOOD/ CII NUTR PRGM                  | 9.81      |
| 06.0300.3010.5430 | SUPERIOR WAREHOUSE GROCERS          | 15404 | 11/06/2024 | FOOD/ CI NUTR PRGM                   | 21.55     |
| 06.0300.3020.5430 | SUPERIOR WAREHOUSE GROCERS          | 15404 | 11/06/2024 | FOOD/ CII NUTR PRGM                  | 2.39      |
| 06.0300.3010.5430 | SUPERIOR WAREHOUSE GROCERS          | 15404 | 11/06/2024 | FOOD/ CI NUTR PRGM                   | 129.86    |
| 06.0300.3020.5430 | SUPERIOR WAREHOUSE GROCERS          | 15404 | 11/06/2024 | FOOD/ CII NUTR PRGM                  | 14.42     |
| 06.0300.3010.5430 | SUPERIOR WAREHOUSE GROCERS          | 15404 | 11/06/2024 | FOOD ITEMS/ CI NUTR PRGM             | 69.06     |
| 06.0300.3020.5430 | SUPERIOR WAREHOUSE GROCERS          | 15404 | 11/06/2024 | FOOD ITEMS/ CII NUTR PRGM            | 7.67      |
| 06.0300.3010.5430 | SUPERIOR WAREHOUSE GROCERS          | 15404 | 11/06/2024 | FOOD ITEMS/ CI NUTR PRGM             | 77.75     |
| 06.0300.3020.5430 | SUPERIOR WAREHOUSE GROCERS          | 15404 | 11/06/2024 | FOOD ITEMS/ CII NUTR PRGM            | 8.63      |
| 01.0150.1540.5431 | SUPERIOR WAREHOUSE GROCERS          | 15404 | 11/06/2024 | AFTER SCHOOL PROGRAM SUPPLIES        | 8.99      |
| 06.0300.3010.5430 | SUPERIOR WAREHOUSE GROCERS          | 15404 | 11/06/2024 | FOOD/ CI NUTR PRGM                   | 152.78    |
| 06.0300.3020.5430 | SUPERIOR WAREHOUSE GROCERS          | 15404 | 11/06/2024 | FOOD/ CII NUTR PRGM                  | 16.97     |
| 44.0800.8010.5525 | SUPERKLEEN CARWASH, INC.            | 15405 | 11/06/2024 | 3/11-4/29/24 TRANSPORTATION CAR WASH | 185.00    |
| 01.0170.1770.5525 | SUPERKLEEN CARWASH, INC.            | 15405 | 11/06/2024 | 9/22-10/11/24 CAR WASH               | 52.98     |
| 44.0800.8010.5525 | SUPERKLEEN CARWASH, INC.            | 15405 | 11/06/2024 | 9/22-10/11/24 CAR WASH               | 47.98     |
| 01.0100.1050.5936 | TAG/AMS, INC.                       | 15406 | 11/06/2024 | SEPT'24 RANDOM TEST                  | 55.00     |
| 01.0100.1050.5936 | TAG/AMS, INC.                       | 15406 | 11/06/2024 | ANNUAL RENEWAL FEE                   | 300.00    |
| 01.0100.1040.5921 | THE SAUCE CREATIVE SERVICES CORP.   | 15407 | 11/06/2024 | NOV'24 NEWSLETTER                    | 6,298.36  |
| 01.0100.1020.5215 | TOWNSEND PUBLIC AFFAIRS             | 15408 | 11/06/2024 | NOV'24 CONSULTING SERVICES           | 6,750.00  |
| 68.0900.9000.5968 | TRANSTECH ENGINEERING, INC.         | 15409 | 11/06/2024 | AUG'24 ADMIN SVCS #140               | 297.00    |
| 68.0900.9000.5968 | TRANSTECH ENGINEERING, INC.         | 15409 | 11/06/2024 | JULY-AUG'24 ADMIN SVCS #110          | 389.50    |
| 01.0170.1105.5215 | TRANSTECH ENGINEERING, INC.         | 15409 | 11/06/2024 | AUG'24 TRAFFIC ENG #607              | 508.75    |
| 01.0170.1105.5215 | TRANSTECH ENGINEERING, INC.         | 15409 | 11/06/2024 | AUG'24 ENG SVCS VAR SIGNALS#295      | 7,038.50  |
| 01.0170.1105.5215 | TRANSTECH ENGINEERING, INC.         | 15409 | 11/06/2024 | AUG'24 PROFESSIONAL SVCS #296        | 1,965.00  |
| 01.0170.1105.5215 | TRANSTECH ENGINEERING, INC.         | 15409 | 11/06/2024 | AUG'24 CCTR/MCTR PRK'G LOT ENG SVCS  | 507.50    |
| 01.0170.1105.5215 | TRANSTECH ENGINEERING, INC.         | 15409 | 11/06/2024 | JULY-AUG'24 PJT MGMT #252            | 2,443.00  |
| 02.0170.1760.5260 | TRANSTECH ENGINEERING, INC.         | 15409 | 11/06/2024 | AUG'24 TRF ENG/ ROSEMEAD PLANS       | 75.00     |
| 02.0170.1760.5260 | TRANSTECH ENGINEERING, INC.         | 15409 | 11/06/2024 | AUG'24 TRF/ENG FOR 11214 RUSH ST     | 37.50     |
| 01.0140.1440.5215 | TRANSTECH ENGINEERING, INC.         | 15409 | 11/06/2024 | AUG'24 70% PLAN CHECK FEES           | 4,299.40  |
| 01.0000.0000.2510 | TRANSTECH ENGINEERING, INC.         | 15409 | 11/06/2024 | AUG. 24 - TRF PED CROSSING/VACCO ST. | 4,167.50  |
| 68.0900.9000.5968 | TRANSTECH ENGINEERING, INC.         | 15409 | 11/06/2024 | SEP'24 GRNWWY/ENG SVCS #407          | 1,520.00  |
| 68.0900.9000.5968 | TRANSTECH ENGINEERING, INC.         | 15409 | 11/06/2024 | SEP'24 GRNWWY/ENG SVCS #407          | 3,770.00  |
| 68.0900.9000.5968 | TRANSTECH ENGINEERING, INC.         | 15409 | 11/06/2024 | SEP'24 GRNWWY/ENG SVCS #407          | 7,685.00  |
| 68.0900.9000.5968 | TRANSTECH ENGINEERING, INC.         | 15409 | 11/06/2024 | SEP'24 GRNWWY/ENG SVCS #407          | 12,775.00 |
| 68.0900.9000.5968 | TRANSTECH ENGINEERING, INC.         | 15409 | 11/06/2024 | SEP'24 GRNWWY/ENG SVCS #407          | 8,000.00  |
| 01.0130.1330.5215 | TYLER TECHNOLOGIES, INC             | 15410 | 11/06/2024 | TIME & ATTENDANCE PJT MGMT           | 1,500.00  |
| 01.0130.1330.5931 | TYLER TECHNOLOGIES, INC             | 15410 | 11/06/2024 | BLDG PERMIT CONFIGURATION TNG        | 455.00    |
| 01.0130.1330.5931 | TYLER TECHNOLOGIES, INC             | 15410 | 11/06/2024 | BLDG PERMIT CONFIGURATION TNG        | 1,040.00  |



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|-------------------|-------------------------------------|------------|------------|---------------------------------------------|-----------|
| 01.0150.1530.5406 | ULINE                               | 15411      | 11/06/2024 | REPLACING FURNITURE/ MULTIPURPOSE ROOM      | 1,680.80  |
| 01.0160.1610.5520 | ULINE                               | 15411      | 11/06/2024 | HAND DRYER / TRASH LIDS CCTR                | 2,138.03  |
| 01.0170.1710.5520 | ULINE                               | 15411      | 11/06/2024 | HAND TRUCKS                                 | 891.75    |
| 01.0160.1620.5520 | ULINE                               | 15411      | 11/06/2024 | TRASH CAN LIDS/ SCTR                        | 452.40    |
| 01.0170.1720.5520 | ULINE                               | 15411      | 11/06/2024 | SAFETY MIRRORS                              | 504.33    |
| 01.0170.1020.5956 | ULINE                               | 15411      | 11/06/2024 | CHEMICAL GLOVES                             | 86.00     |
| 01.0170.1710.5520 | WATER CHEMISTS,DIV. OF CCI CHEMICAL | 15412      | 11/06/2024 | OCT'24 H2O TREATMENT                        | 200.00    |
| 01.0170.1740.5435 | WAXIE SANITARY SUPPLY               | 15413      | 11/06/2024 | INCORRECT ORDER CREDIT MEMO                 | (280.00)  |
| 01.0170.1740.5435 | WAXIE SANITARY SUPPLY               | 15413      | 11/06/2024 | 10/15 JANITORIAL SUPPLIES                   | 5,901.65  |
| 01.0170.1740.5435 | WAXIE SANITARY SUPPLY               | 15413      | 11/06/2024 | DRAIN CLEANER                               | 652.33    |
| 01.0160.1650.5520 | WHITTIER FERTILIZER                 | 15414      | 11/06/2024 | NTP GRASS REPAIR                            | 167.58    |
| 01.0160.1650.5520 | WHITTIER FERTILIZER                 | 15414      | 11/06/2024 | NTP REPAIR 4TH OF JULY                      | 377.06    |
| 01.0160.1650.5520 | WHITTIER FERTILIZER                 | 15414      | 11/06/2024 | NTP GRASS REPAIR                            | 125.69    |
| 01.0160.1650.5520 | WHITTIER FERTILIZER                 | 15414      | 11/06/2024 | FIELD MANT NTP                              | 514.54    |
| 01.0160.1650.5520 | WHITTIER FERTILIZER                 | 15414      | 11/06/2024 | NTP GRASS REPAIRS                           | 100.33    |
| 01.0160.1650.5520 | WHITTIER FERTILIZER                 | 15414      | 11/06/2024 | NTP STEER                                   | 25.80     |
| 01.0170.1740.5435 | WINZER                              | 15415      | 11/06/2024 | DRAIN CLEAN OUT                             | 956.05    |
| 02.0170.1760.5545 | WINZER                              | 15415      | 11/06/2024 | GRAFFITI REMOVER                            | 803.22    |
| 02.0170.1760.5545 | WINZER                              | 15415      | 11/06/2024 | GRAFFITI REMOVAL                            | 1,175.06  |
| 01.0140.1430.5215 | ZAMORA SERVICES                     | 15416      | 11/06/2024 | 10/16/24 NOTARY SIGNATURE SVCS              | 70.00     |
| 92.0000.0000.6125 | EMPOWER TRUST COMPANY, LLC          | 15417      | 11/06/2024 | JULY-SEPT'24 INVESTMENT ACCESS FEE          | 250.00    |
| 01.0120.1220.5919 | SAN GABRIEL VALLEY TRIBUNE          | 15418      | 11/06/2024 | NOTICE OFFICERS & NOMINATIONS/ ELEC NOTICES | 1,850.96  |
| 01.0000.0000.2225 | STANDARD INSURANCE                  | 15419      | 11/06/2024 | NOV'24 LIFE AD&D                            | 8,351.08  |
| 01.0000.0000.2224 | STANDARD INSURANCE                  | 15420      | 11/06/2024 | NOV'24 LIFE AD&D & SUPPLEMENTAL             | 407.66    |
| 01.0130.1330.5715 | T-MOBILE USA INC                    | 15421      | 11/06/2024 | 9/21-10/20/24 CITY CELL PHONES              | 4,582.97  |
| 02.0170.1760.5550 | ATHENS SERVICES                     | DFT0002218 | 10/16/2024 | OCT'24 SWEEPER SVCS                         | 7,057.92  |
| 01.0000.0000.2230 | EMPOWER RETIREMENT, LLC             | DFT0002219 | 10/11/2024 | PPE 9/14/24 EMPLOYEE BEFORE TAX             | 2,090.00  |
| 01.0000.0000.2230 | EMPOWER RETIREMENT, LLC             | DFT0002219 | 10/11/2024 | PPE 9/14/24 EMPLOYER MATCH                  | 4,000.00  |
| 01.0000.0000.2235 | EMPOWER RETIREMENT, LLC             | DFT0002219 | 10/11/2024 | PPE 9/14/24 EMPLOYEE ROTH CONTRIBUTION      | 508.33    |
| 01.0000.0000.2230 | EMPOWER RETIREMENT, LLC             | DFT0002220 | 10/11/2024 | PPE 8/31/24 EMPLOYEE BEFORE TAX             | 2,215.00  |
| 01.0000.0000.2230 | EMPOWER RETIREMENT, LLC             | DFT0002220 | 10/11/2024 | PPE 8/31/24 EMPLOYER MATCH                  | 4,000.00  |
| 01.0000.0000.2235 | EMPOWER RETIREMENT, LLC             | DFT0002220 | 10/11/2024 | PPE 8/31/24 EMPLOYEE ROTH CONTRIBUTION      | 508.33    |
| 01.0000.0000.2230 | EMPOWER RETIREMENT, LLC             | DFT0002221 | 10/11/2024 | PPE 9/14/24 EMPLOYEE MATCH                  | 4,000.00  |
| 01.0000.0000.2230 | EMPOWER RETIREMENT, LLC             | DFT0002221 | 10/11/2024 | PPE 9/14/24 EMPLOYEE BEFORE TAX             | 2,215.00  |
| 01.0000.0000.2235 | EMPOWER RETIREMENT, LLC             | DFT0002221 | 10/11/2024 | PPE 9/14/24 EMPLOYEE ROTH CONTRIBUTION      | 508.33    |
| 02.0170.1760.5537 | SOUTHERN CALIFORNIA EDISON          | DFT0002222 | 10/16/2024 | 8/15-9/15/24 STREET LIGHTS                  | 2,081.94  |
| 01.0000.0000.2020 | CALPERS RETIREMENT                  | DFT0002223 | 10/18/2024 | RATE PLAN 27216                             | 353.96    |
| 01.0000.0000.2020 | CALPERS RETIREMENT                  | DFT0002224 | 10/17/2024 | RATE PLAN 27216                             | 20,125.66 |
| 01.0000.0000.2020 | CALPERS RETIREMENT                  | DFT0002224 | 10/17/2024 | RATE PLAN 685                               | 9,577.25  |
| 01.0000.0000.2020 | CALPERS RETIREMENT                  | DFT0002224 | 10/17/2024 | RATE PLAN 23047                             | 2,105.59  |
| 01.0000.0000.2205 | DEPARTMENT OF THE TREASURY          | DFT0002225 | 10/11/2024 | PPE 10/12/24 FEDERAL FINAL                  | 2.58      |
| 01.0000.0000.2215 | DEPARTMENT OF THE TREASURY          | DFT0002225 | 10/11/2024 | PPE 10/12/24 MEDICARE FINAL                 | 30.96     |
| 01.0000.0000.2215 | DEPARTMENT OF THE TREASURY          | DFT0002225 | 10/11/2024 | PPE 10/12/24 FICA FINAL                     | 132.34    |
| 01.0000.0000.2205 | DEPARTMENT OF THE TREASURY          | DFT0002226 | 10/17/2024 | PPE 10/12/24 FEDERAL                        | 20,874.23 |
| 01.0000.0000.2215 | DEPARTMENT OF THE TREASURY          | DFT0002226 | 10/17/2024 | PPE 10/12/24 MEDICARE                       | 6,929.02  |
| 01.0000.0000.2215 | DEPARTMENT OF THE TREASURY          | DFT0002226 | 10/17/2024 | PPE 10/12/24 FICA                           | 28,642.78 |
| 01.0000.0000.2030 | EMPLOYMENT DEVELOPMENT DEPT.        | DFT0002227 | 10/15/2024 | PPE 10/12/24 TNG TAX WTHD'G                 | 0.73      |
| 01.0000.0000.2030 | EMPLOYMENT DEVELOPMENT DEPT.        | DFT0002227 | 10/15/2024 | PPE 10/12/24 UI TAX WTHD'G                  | 14.52     |

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|-------------------|--------------------------------------|------------|------------|----------------------------------------------|----------|
| 01.0000.0000.2030 | EMPLOYMENT DEVELOPMENT DEPT.         | DFT0002228 | 10/18/2024 | PPE 10/12/24 TNG TAX WTHD'G                  | 8.83     |
| 01.0000.0000.2030 | EMPLOYMENT DEVELOPMENT DEPT.         | DFT0002228 | 10/18/2024 | PPE 10/12/24 UI TAX WTHD'G                   | 176.72   |
| 01.0000.0000.2210 | EMPLOYMENT DEVELOPMENT DEPT.         | DFT0002228 | 10/18/2024 | PPE 10/12/24 STATE WTHD'G                    | 7,714.97 |
| 01.0000.0000.2230 | EMPOWER RETIREMENT, LLC              | DFT0002229 | 10/21/2024 | PPE 10/12/24 EMPLOYER MATCH                  | 4,000.00 |
| 01.0000.0000.2230 | EMPOWER RETIREMENT, LLC              | DFT0002229 | 10/21/2024 | PPE 10/12/24 EMPLOYEE BEFORE TAX             | 2,090.00 |
| 01.0000.0000.2235 | EMPOWER RETIREMENT, LLC              | DFT0002229 | 10/21/2024 | PPE 10/12/24 EMPLOYEE ROTH CONTRIBUTION      | 508.33   |
| 01.0000.0000.2270 | EXPERT PAY - STATE DISBURSEMENT UNIT | DFT0002230 | 10/18/2024 | CASE 200000002135289                         | 780.50   |
| 01.0000.0000.2270 | EXPERT PAY - STATE DISBURSEMENT UNIT | DFT0002230 | 10/18/2024 | CASE 0980438                                 | 150.00   |
| 01.0000.0000.2270 | EXPERT PAY - STATE DISBURSEMENT UNIT | DFT0002230 | 10/18/2024 | CASE 200000002163990                         | 359.00   |
| 01.0000.0000.2270 | EXPERT PAY - STATE DISBURSEMENT UNIT | DFT0002230 | 10/18/2024 | CASE 1457313                                 | 402.50   |
| 01.0100.1020.5916 | QUADIENT LEASING USA, INC.           | DFT0002231 | 10/21/2024 | 9/16-10/3/24 POSTAGE CHARGES                 | 2,201.13 |
| 01.0100.1020.5916 | QUADIENT LEASING USA, INC.           | DFT0002232 | 10/21/2024 | 8/14-9/12/24 POSTAGE CHARGES                 | 75.24    |
| 01.0170.1730.5720 | SAN GABRIEL VALLEY WATER             | DFT0002233 | 10/22/2024 | 10/1-11/1/24 1415 SANTA ANITA AVE            | 77.54    |
| 01.0170.1730.5720 | SAN GABRIEL VALLEY WATER             | DFT0002234 | 10/22/2024 | 10/1-11/1/24 1900 CENTRAL AVE                | 116.31   |
| 01.0170.1730.5710 | SOUTHERN CALIFORNIA EDISON           | DFT0002235 | 10/22/2024 | 9/10-10/8/24 1459 SANTA ANITA AVE            | 421.36   |
| 01.0170.1100.5406 | SPARKLETTS                           | DFT0002236 | 10/22/2024 | SEPT'24 WATER SVCS                           | 30.23    |
| 01.0170.7020.5406 | SPARKLETTS                           | DFT0002236 | 10/22/2024 | SEPT'24 WATER SVCS                           | 30.22    |
| 01.0100.1020.5912 | U.S. BANK NATIONAL ASSOCIATION       | DFT0002237 | 10/08/2024 | MEETING SUPPLIES                             | 0.15     |
| 01.0100.1020.5912 | U.S. BANK NATIONAL ASSOCIATION       | DFT0002237 | 10/08/2024 | MEETING SUPPLIES                             | 31.23    |
| 01.0100.1020.5912 | U.S. BANK NATIONAL ASSOCIATION       | DFT0002237 | 10/08/2024 | BAKERY SNACKS/ MEETING                       | 32.50    |
| 01.0100.1020.5932 | U.S. BANK NATIONAL ASSOCIATION       | DFT0002237 | 10/08/2024 | LA TIMES DIGITAL SUBSCRIPTION                | 1.00     |
| 01.0100.1020.5932 | U.S. BANK NATIONAL ASSOCIATION       | DFT0002237 | 10/08/2024 | ZOOM MONTHLY SUBSCRIPTION                    | 339.90   |
| 01.0100.1050.5940 | U.S. BANK NATIONAL ASSOCIATION       | DFT0002237 | 10/08/2024 | SEPT'24 EMPLOYEE RECOGNITION SUPP            | 6.99     |
| 01.0100.1010.5910 | U.S. BANK NATIONAL ASSOCIATION       | DFT0002237 | 10/08/2024 | SEPT'24 FALL EDUCATION SUMMIT/ HOTEL CHARGES | 780.28   |
| 01.0100.1010.5406 | U.S. BANK NATIONAL ASSOCIATION       | DFT0002237 | 10/08/2024 | PRINTER CLEANER                              | 57.72    |
| 01.0150.1540.5431 | U.S. BANK NATIONAL ASSOCIATION       | DFT0002237 | 10/08/2024 | NIGHT MARKET SUPPLIES                        | 95.87    |
| 01.0150.1540.5431 | U.S. BANK NATIONAL ASSOCIATION       | DFT0002237 | 10/08/2024 | AFTER SCHOOL PRGM SUPPLIES                   | 327.07   |
| 01.0150.1540.5431 | U.S. BANK NATIONAL ASSOCIATION       | DFT0002237 | 10/08/2024 | SPECIAL EVENT SUPPLIES                       | 382.69   |
| 01.0151.1543.5952 | U.S. BANK NATIONAL ASSOCIATION       | DFT0002237 | 10/08/2024 | NIGHT MARKET SUPPLIES                        | 153.26   |
| 01.0150.1530.5406 | U.S. BANK NATIONAL ASSOCIATION       | DFT0002237 | 10/08/2024 | SCTR DISPLAY SCREEN MOUNT                    | 66.14    |
| 01.0150.1530.5406 | U.S. BANK NATIONAL ASSOCIATION       | DFT0002237 | 10/08/2024 | SCTR DISPLAY SCREEN HARDWARE MOUNT           | 66.14    |
| 01.0150.1530.5406 | U.S. BANK NATIONAL ASSOCIATION       | DFT0002237 | 10/08/2024 | SCTR DISPLAY SCREEN HARDWARE                 | 88.94    |
| 01.0150.1530.5406 | U.S. BANK NATIONAL ASSOCIATION       | DFT0002237 | 10/08/2024 | SCTR DISPLAY SCREEN HARDWARE                 | 177.88   |
| 01.0150.1530.5406 | U.S. BANK NATIONAL ASSOCIATION       | DFT0002237 | 10/08/2024 | SCTR DISPLAY SCREEN HARDWARE                 | 810.00   |
| 01.0150.1530.5406 | U.S. BANK NATIONAL ASSOCIATION       | DFT0002237 | 10/08/2024 | SCTR DISPLAY SCREEN                          | 817.89   |
| 01.0150.1530.5406 | U.S. BANK NATIONAL ASSOCIATION       | DFT0002237 | 10/08/2024 | SCTR DISPLAY SCREENS                         | 783.72   |
| 01.0150.1540.5406 | U.S. BANK NATIONAL ASSOCIATION       | DFT0002237 | 10/08/2024 | CITY PHONE CASES                             | 49.11    |
| 01.0150.1540.5431 | U.S. BANK NATIONAL ASSOCIATION       | DFT0002237 | 10/08/2024 | AFTER SCHOOL PRGM SUPPLIES                   | 21.00    |
| 01.0150.1540.5431 | U.S. BANK NATIONAL ASSOCIATION       | DFT0002237 | 10/08/2024 | SPOTIFY AUGUST MONTHLY SUBSCRIPTION          | 19.99    |
| 01.0151.1545.5430 | U.S. BANK NATIONAL ASSOCIATION       | DFT0002237 | 10/08/2024 | SOCIAL MEDIA AD/ WOMEN'S BIKE RIDE           | 35.00    |
| 01.0130.1330.5932 | U.S. BANK NATIONAL ASSOCIATION       | DFT0002237 | 10/08/2024 | APPLE ICLOUD SUBSCRIPTION                    | 2.99     |
| 01.0130.1330.5932 | U.S. BANK NATIONAL ASSOCIATION       | DFT0002237 | 10/08/2024 | APPLE ICLOUD SUBSCRIPTION                    | 2.99     |
| 01.0130.1330.5932 | U.S. BANK NATIONAL ASSOCIATION       | DFT0002237 | 10/08/2024 | APPLE ICLOUD SUBSCRIPTION                    | 2.99     |
| 01.0130.1330.5932 | U.S. BANK NATIONAL ASSOCIATION       | DFT0002237 | 10/08/2024 | APPLE ICLOUD SUBSCRIPTION                    | 9.99     |
| 01.0130.1330.5932 | U.S. BANK NATIONAL ASSOCIATION       | DFT0002237 | 10/08/2024 | APPLE ICLOUD SUBSCRIPTION                    | 9.99     |
| 01.0170.1020.5406 | U.S. BANK NATIONAL ASSOCIATION       | DFT0002237 | 10/08/2024 | COUNCIL MTG REFRESHMENTS                     | 502.34   |
| 01.0170.1020.5910 | U.S. BANK NATIONAL ASSOCIATION       | DFT0002237 | 10/08/2024 | PWX CONF / HOTEL CHARGES                     | 1,183.48 |
| 01.0170.1020.5910 | U.S. BANK NATIONAL ASSOCIATION       | DFT0002237 | 10/08/2024 | PWX CONF ATLANTA/ TRANSPORTATION CHARGES     | 25.75    |

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|-------------------|--------------------------------|------------|------------|-----------------------------------------------|----------|
| 01.0170.1020.5910 | U.S. BANK NATIONAL ASSOCIATION | DFT0002237 | 10/08/2024 | PWX CONF / FLIGHT CHARGES                     | 84.93    |
| 01.0170.1020.5910 | U.S. BANK NATIONAL ASSOCIATION | DFT0002237 | 10/08/2024 | ATLANTA APWA CONF REGISTRATION                | 125.00   |
| 01.0100.1040.5922 | U.S. BANK NATIONAL ASSOCIATION | DFT0002237 | 10/08/2024 | MONTHLY ADOBE PHOTOSHOP SUB                   | 19.99    |
| 01.0150.1530.5952 | U.S. BANK NATIONAL ASSOCIATION | DFT0002237 | 10/08/2024 | SR PROM WINNER PICTURES                       | 7.36     |
| 01.0150.1530.5952 | U.S. BANK NATIONAL ASSOCIATION | DFT0002237 | 10/08/2024 | SR PROM PICTURES                              | 8.57     |
| 01.0150.1530.5952 | U.S. BANK NATIONAL ASSOCIATION | DFT0002237 | 10/08/2024 | SR PROM/ DESSERTS                             | 210.04   |
| 01.0150.1530.5952 | U.S. BANK NATIONAL ASSOCIATION | DFT0002237 | 10/08/2024 | DJ SVCS/ INDEPENDENCE LUNCHEON                | 400.00   |
| 01.0170.1020.5908 | U.S. BANK NATIONAL ASSOCIATION | DFT0002237 | 10/08/2024 | NOV'24 BERKELEY ST PLAN & DESIGN REGISTRATION | 395.00   |
| 01.0170.1020.5910 | U.S. BANK NATIONAL ASSOCIATION | DFT0002237 | 10/08/2024 | SEPT'24 PWX CONF/ TRANSPORTATION PASS         | 25.75    |
| 01.0170.1020.5910 | U.S. BANK NATIONAL ASSOCIATION | DFT0002237 | 10/08/2024 | PWX CONF ATLANTA/ HOTEL CHARGES               | 1,090.80 |
| 01.0140.1410.5406 | U.S. BANK NATIONAL ASSOCIATION | DFT0002237 | 10/08/2024 | PLANNING COMMISSION MEMBERS/ NAME TAGS        | 56.35    |
| 01.0140.1430.5910 | U.S. BANK NATIONAL ASSOCIATION | DFT0002237 | 10/08/2024 | SEPT'24 ICSC PALM SPRINGS MEMBERSHIP          | 750.00   |
| 01.0150.1540.5406 | U.S. BANK NATIONAL ASSOCIATION | DFT0002237 | 10/08/2024 | FRONT OFFICE SUPPLIES                         | 32.96    |
| 01.0150.1540.5406 | U.S. BANK NATIONAL ASSOCIATION | DFT0002237 | 10/08/2024 | FRONT OFFICE SUPPLIES                         | 18.47    |
| 01.0150.1540.5406 | U.S. BANK NATIONAL ASSOCIATION | DFT0002237 | 10/08/2024 | FRONT OFFICE SUPPLIES                         | 27.76    |
| 01.0150.1540.5406 | U.S. BANK NATIONAL ASSOCIATION | DFT0002237 | 10/08/2024 | FRONT OFFICE SUPPLIES                         | 33.54    |
| 01.0150.1540.5406 | U.S. BANK NATIONAL ASSOCIATION | DFT0002237 | 10/08/2024 | FRONT OFFICE SUPPLIES                         | 294.43   |
| 01.0150.1540.5431 | U.S. BANK NATIONAL ASSOCIATION | DFT0002237 | 10/08/2024 | PROGRAM SUPPLIES                              | 625.06   |
| 01.0150.1540.5431 | U.S. BANK NATIONAL ASSOCIATION | DFT0002237 | 10/08/2024 | PROGRAM SUPPLIES                              | 940.29   |
| 01.0150.1540.5431 | U.S. BANK NATIONAL ASSOCIATION | DFT0002237 | 10/08/2024 | PROGRAM SUPPLIES                              | 489.83   |
| 01.0150.1540.5431 | U.S. BANK NATIONAL ASSOCIATION | DFT0002237 | 10/08/2024 | PROGRAM SUPPLIES                              | 7.61     |
| 01.0150.1540.5431 | U.S. BANK NATIONAL ASSOCIATION | DFT0002237 | 10/08/2024 | PROGRAM SUPPLIES                              | 97.03    |
| 01.0151.1542.5499 | U.S. BANK NATIONAL ASSOCIATION | DFT0002237 | 10/08/2024 | BOXING PROGRAM EQUIPMENT                      | 396.60   |
| 01.0151.1542.5499 | U.S. BANK NATIONAL ASSOCIATION | DFT0002237 | 10/08/2024 | BOXING EQUIPMENT                              | 549.24   |
| 01.0151.1542.5952 | U.S. BANK NATIONAL ASSOCIATION | DFT0002237 | 10/08/2024 | NIGHT MARKET BOXING SHOW FEE                  | 380.00   |
| 01.0151.1543.5952 | U.S. BANK NATIONAL ASSOCIATION | DFT0002237 | 10/08/2024 | FIRE STATION 90 PLAQUE                        | 43.89    |
| 01.0151.1546.5406 | U.S. BANK NATIONAL ASSOCIATION | DFT0002237 | 10/08/2024 | CHRISTMAS TOY DRIVE SUPPLIES                  | 952.31   |
| 01.0151.1546.5406 | U.S. BANK NATIONAL ASSOCIATION | DFT0002237 | 10/08/2024 | CHRISTMAS TOY DRIVE SUPPLIES                  | 978.16   |
| 01.0100.1050.5908 | U.S. BANK NATIONAL ASSOCIATION | DFT0002237 | 10/08/2024 | CITY SPONSORED TNG/ LUNCH                     | 431.37   |
| 01.0100.1050.5908 | U.S. BANK NATIONAL ASSOCIATION | DFT0002237 | 10/08/2024 | CITY SPONSORED TNG/ LUNCH                     | 367.80   |
| 01.0100.1050.5910 | U.S. BANK NATIONAL ASSOCIATION | DFT0002237 | 10/08/2024 | LEADERSHIP ACADEMY/ TRANSPORTATION CHARGES    | 109.19   |
| 01.0100.1050.5910 | U.S. BANK NATIONAL ASSOCIATION | DFT0002237 | 10/08/2024 | AUG'24 LEADERSHIP ACADEMY/ MEAL CHARGES       | 66.00    |
| 01.0100.1050.5910 | U.S. BANK NATIONAL ASSOCIATION | DFT0002237 | 10/08/2024 | LEADERSHIP ACADEMY/ TRANSPORTATION CHARGES    | 33.35    |
| 01.0100.1050.5910 | U.S. BANK NATIONAL ASSOCIATION | DFT0002237 | 10/08/2024 | LEADERSHIP ACADEMY/ FLIGHT CHARGES            | 40.00    |
| 01.0100.1050.5910 | U.S. BANK NATIONAL ASSOCIATION | DFT0002237 | 10/08/2024 | AUG'24 LEADERSHIP ACADEMY/ MEAL CHARGES       | 12.59    |
| 01.0100.1050.5912 | U.S. BANK NATIONAL ASSOCIATION | DFT0002237 | 10/08/2024 | INTERVIEW PANELIST/ GIFTCARD                  | 75.00    |
| 01.0100.1050.5912 | U.S. BANK NATIONAL ASSOCIATION | DFT0002237 | 10/08/2024 | INTERVIEW PANELIST/ GIFTCARD                  | 50.00    |
| 01.0100.1010.5406 | U.S. BANK NATIONAL ASSOCIATION | DFT0002237 | 10/08/2024 | CITY COUNCIL SUPPLIES                         | 15.74    |
| 01.0100.1010.5406 | U.S. BANK NATIONAL ASSOCIATION | DFT0002237 | 10/08/2024 | CITY COUNCIL SUPPLIES                         | 30.86    |
| 01.0100.1010.5406 | U.S. BANK NATIONAL ASSOCIATION | DFT0002237 | 10/08/2024 | CITY COUNCIL SUPPLIES                         | 40.77    |
| 01.0100.1010.5406 | U.S. BANK NATIONAL ASSOCIATION | DFT0002237 | 10/08/2024 | CITY COUNCIL SUPPLIES                         | 211.77   |
| 01.0100.1010.5912 | U.S. BANK NATIONAL ASSOCIATION | DFT0002237 | 10/08/2024 | 9/10/24 COUNCIL MTG MEALS                     | 251.81   |
| 01.0100.1020.5405 | U.S. BANK NATIONAL ASSOCIATION | DFT0002237 | 10/08/2024 | CHALL SUPPLIES                                | 15.74    |
| 01.0100.1020.5405 | U.S. BANK NATIONAL ASSOCIATION | DFT0002237 | 10/08/2024 | CHALL SUPPLIES                                | 18.52    |
| 01.0100.1020.5405 | U.S. BANK NATIONAL ASSOCIATION | DFT0002237 | 10/08/2024 | CHALL SUPPLIES                                | 43.31    |
| 01.0100.1040.5922 | U.S. BANK NATIONAL ASSOCIATION | DFT0002237 | 10/08/2024 | EMERGENCY SUPP/ HARVEST VICTORY BACKPACKS     | 456.44   |
| 01.0100.1040.5922 | U.S. BANK NATIONAL ASSOCIATION | DFT0002237 | 10/08/2024 | VETERANS DAY GIVEAWAY                         | 88.19    |
| 01.0100.1040.5922 | U.S. BANK NATIONAL ASSOCIATION | DFT0002237 | 10/08/2024 | VETERANS DAY GIVEAWAY                         | 131.57   |

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|-------------------|--------------------------------|------------|------------|--------------------------------------------|----------|
| 01.0130.1330.5715 | U.S. BANK NATIONAL ASSOCIATION | DFT0002237 | 10/08/2024 | CITY COUNCIL HOT SPOTS                     | 230.00   |
| 01.0170.1520.5430 | U.S. BANK NATIONAL ASSOCIATION | DFT0002237 | 10/08/2024 | EMERGENCY SUPPLIES                         | 721.00   |
| 01.0170.1520.5430 | U.S. BANK NATIONAL ASSOCIATION | DFT0002237 | 10/08/2024 | EMERGENCY SUPPLIES                         | 833.57   |
| 01.0100.1010.5910 | U.S. BANK NATIONAL ASSOCIATION | DFT0002237 | 10/08/2024 | SEPT'24 LEAGUE OF CA CITIES/ HOTEL CHARGES | 780.28   |
| 01.0150.1530.5430 | U.S. BANK NATIONAL ASSOCIATION | DFT0002237 | 10/08/2024 | ICE CREAM SOCIAL                           | 30.94    |
| 01.0150.1530.5430 | U.S. BANK NATIONAL ASSOCIATION | DFT0002237 | 10/08/2024 | ACTIVITY SNACKS & SUPPLIES                 | 84.58    |
| 01.0150.1530.5908 | U.S. BANK NATIONAL ASSOCIATION | DFT0002237 | 10/08/2024 | STAFF APPRECIATION LUNCH                   | 620.00   |
| 01.0150.1530.5952 | U.S. BANK NATIONAL ASSOCIATION | DFT0002237 | 10/08/2024 | COOKIES/ GRANDPARENTS DAY EVENT            | 182.91   |
| 01.0150.1530.5952 | U.S. BANK NATIONAL ASSOCIATION | DFT0002237 | 10/08/2024 | CHIPS/ MEXICAN INDEPENDANCE DAY EVENT      | 315.00   |
| 06.0300.3010.5430 | U.S. BANK NATIONAL ASSOCIATION | DFT0002237 | 10/08/2024 | CI NUTR PRGM / LIMES                       | 9.86     |
| 06.0300.3010.5430 | U.S. BANK NATIONAL ASSOCIATION | DFT0002237 | 10/08/2024 | CI NUTR PRGM SUPPLIES                      | 72.74    |
| 06.0300.3010.5430 | U.S. BANK NATIONAL ASSOCIATION | DFT0002237 | 10/08/2024 | CI NUTR PRGM SUPPLIES                      | 186.28   |
| 06.0300.3010.5430 | U.S. BANK NATIONAL ASSOCIATION | DFT0002237 | 10/08/2024 | CI NUTR PRGM SUPPLIES                      | 402.95   |
| 06.0300.3010.5430 | U.S. BANK NATIONAL ASSOCIATION | DFT0002237 | 10/08/2024 | CI NUTR PRGM SUPPLIES                      | 50.89    |
| 44.0800.8010.5406 | U.S. BANK NATIONAL ASSOCIATION | DFT0002237 | 10/08/2024 | TRANSPORTATION DRIVER LOG BOOK             | 21.15    |
| 01.0170.1020.5406 | U.S. BANK NATIONAL ASSOCIATION | DFT0002237 | 10/08/2024 | DEPT SUPPLIES                              | 147.70   |
| 01.0170.1020.5406 | U.S. BANK NATIONAL ASSOCIATION | DFT0002237 | 10/08/2024 | PWX CONF ATLANTA/ HOTEL CHARGES            | 1,090.80 |
| 01.0170.1020.5910 | U.S. BANK NATIONAL ASSOCIATION | DFT0002237 | 10/08/2024 | SEPT'24 PWX CONF/ TRANSPORTATION PASS      | 25.75    |
| 01.0150.1540.5431 | U.S. BANK NATIONAL ASSOCIATION | DFT0002237 | 10/08/2024 | AFTER SCHOOL PRGM SUPPLIES                 | 388.92   |
| 01.0150.1540.5431 | U.S. BANK NATIONAL ASSOCIATION | DFT0002237 | 10/08/2024 | AFTER SCHOOL PRGM SUPPLIES                 | 358.13   |
| 01.0150.1540.5431 | U.S. BANK NATIONAL ASSOCIATION | DFT0002237 | 10/08/2024 | AFTER SCHOOL PRGM SUPPLIES                 | 244.09   |
| 01.0150.1540.5431 | U.S. BANK NATIONAL ASSOCIATION | DFT0002237 | 10/08/2024 | AFTER SCHOOL PRGM SUPPLIES                 | 165.79   |
| 01.0150.1540.5431 | U.S. BANK NATIONAL ASSOCIATION | DFT0002237 | 10/08/2024 | AFTER SCHOOL PRGM SUPPLIES                 | 154.13   |
| 01.0150.1540.5431 | U.S. BANK NATIONAL ASSOCIATION | DFT0002237 | 10/08/2024 | AFTER SCHOOL PRGM SUPPLIES                 | 111.12   |
| 01.0150.1540.5431 | U.S. BANK NATIONAL ASSOCIATION | DFT0002237 | 10/08/2024 | AFTER SCHOOL PRGM SUPPLIES                 | 100.28   |
| 01.0150.1540.5431 | U.S. BANK NATIONAL ASSOCIATION | DFT0002237 | 10/08/2024 | PRGM SUPPLIES/ TINY TOTOS & BABY LAB       | 96.85    |
| 01.0150.1540.5431 | U.S. BANK NATIONAL ASSOCIATION | DFT0002237 | 10/08/2024 | AFTER SCHOOL PRGM SUPPLIES                 | 388.84   |
| 01.0150.1540.5431 | U.S. BANK NATIONAL ASSOCIATION | DFT0002237 | 10/08/2024 | AFTER SCHOOL PRGM SUPPLIES                 | 68.81    |
| 01.0150.1540.5431 | U.S. BANK NATIONAL ASSOCIATION | DFT0002237 | 10/08/2024 | AFTER SCHOOL PRGM SUPPLIES                 | 17.98    |
| 01.0150.1540.5431 | U.S. BANK NATIONAL ASSOCIATION | DFT0002237 | 10/08/2024 | AFTER SCHOOL PRGM SUPPLIES                 | 40.81    |
| 01.0150.1540.5431 | U.S. BANK NATIONAL ASSOCIATION | DFT0002237 | 10/08/2024 | AFTER SCHOOL PRGM SUPPLIES                 | 44.90    |
| 01.0150.1540.5431 | U.S. BANK NATIONAL ASSOCIATION | DFT0002237 | 10/08/2024 | AFTER SCHOOL PRGM SUPPLIES                 | 28.08    |
| 01.0150.1540.5431 | U.S. BANK NATIONAL ASSOCIATION | DFT0002237 | 10/08/2024 | AFTER SCHOOL PRGM SUPPLIES                 | 11.00    |
| 01.0150.1540.5431 | U.S. BANK NATIONAL ASSOCIATION | DFT0002237 | 10/08/2024 | PRGM SUPPLIES/ CCTR                        | 91.10    |
| 01.0150.1540.5431 | U.S. BANK NATIONAL ASSOCIATION | DFT0002237 | 10/08/2024 | AFTER SCHOOL PRGM SUPPLIES                 | 67.64    |
| 01.0150.1540.5431 | U.S. BANK NATIONAL ASSOCIATION | DFT0002237 | 10/08/2024 | AFTER SCHOOL PRGM SUPPLIES                 | 71.02    |
| 01.0150.1540.5431 | U.S. BANK NATIONAL ASSOCIATION | DFT0002237 | 10/08/2024 | AFTER SCHOOL PRGM SUPPLIES                 | 94.48    |
| 01.0150.1540.5431 | U.S. BANK NATIONAL ASSOCIATION | DFT0002237 | 10/08/2024 | AFTER SCHOOL PRGM SUPPLIES                 | 132.58   |
| 01.0151.1543.5952 | U.S. BANK NATIONAL ASSOCIATION | DFT0002237 | 10/08/2024 | SPECIAL EVENT SUPPLIES/ 9/11 CEREMONY      | 384.61   |
| 01.0151.1543.5952 | U.S. BANK NATIONAL ASSOCIATION | DFT0002237 | 10/08/2024 | SPECIAL EVENT SUPPLIES/ BIKE RIDE          | 280.32   |
| 01.0151.1543.5952 | U.S. BANK NATIONAL ASSOCIATION | DFT0002237 | 10/08/2024 | SPECIAL EVENT SUPPLIES/ BIKE RIDE          | 248.57   |
| 01.0151.1543.5952 | U.S. BANK NATIONAL ASSOCIATION | DFT0002237 | 10/08/2024 | SPECIAL EVENT SUPPLIES                     | 175.91   |
| 01.0151.1543.5952 | U.S. BANK NATIONAL ASSOCIATION | DFT0002237 | 10/08/2024 | SPECIAL EVENT SUPPLIES                     | 175.00   |
| 01.0151.1543.5952 | U.S. BANK NATIONAL ASSOCIATION | DFT0002237 | 10/08/2024 | SPECIAL EVENT SUPPLIES/ BIKE RIDE          | 168.54   |
| 01.0151.1543.5952 | U.S. BANK NATIONAL ASSOCIATION | DFT0002237 | 10/08/2024 | SPECIAL EVENT SUPPLIES                     | 104.65   |
| 01.0151.1543.5952 | U.S. BANK NATIONAL ASSOCIATION | DFT0002237 | 10/08/2024 | SPECIAL EVENT SUPPLIES                     | 406.55   |
| 01.0151.1543.5952 | U.S. BANK NATIONAL ASSOCIATION | DFT0002237 | 10/08/2024 | SPECIAL EVENT SUPPLIES/ 9/11 CEREMONY      | 86.90    |
| 01.0151.1543.5952 | U.S. BANK NATIONAL ASSOCIATION | DFT0002237 | 10/08/2024 | SPECIAL EVENT SUPPLIES                     | 52.38    |

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|-------------------|--------------------------------|------------|------------|---------------------------------------|----------|
| 01.0151.1543.5952 | U.S. BANK NATIONAL ASSOCIATION | DFT0002237 | 10/08/2024 | SPECIAL EVENT SUPPLIES                | 20.84    |
| 01.0151.1543.5952 | U.S. BANK NATIONAL ASSOCIATION | DFT0002237 | 10/08/2024 | SPECIAL EVENT SUPPLIES/ BIKE RIDE     | 14.66    |
| 01.0151.1545.5430 | U.S. BANK NATIONAL ASSOCIATION | DFT0002237 | 10/08/2024 | NIGHT MARKET SUPPLIES                 | 114.48   |
| 01.0151.1545.5430 | U.S. BANK NATIONAL ASSOCIATION | DFT0002237 | 10/08/2024 | NIGHT MARKET SUPPLIES                 | 91.35    |
| 01.0151.1545.5430 | U.S. BANK NATIONAL ASSOCIATION | DFT0002237 | 10/08/2024 | NIGHT MARKET SUPPLIES                 | 56.48    |
| 01.0100.1020.5916 | U.S. BANK NATIONAL ASSOCIATION | DFT0002237 | 10/08/2024 | SHIPPING CHARGES                      | 3.78     |
| 01.0100.1020.5916 | U.S. BANK NATIONAL ASSOCIATION | DFT0002237 | 10/08/2024 | SHIPPING CHARGES                      | 0.73     |
| 01.0130.1330.5215 | U.S. BANK NATIONAL ASSOCIATION | DFT0002237 | 10/08/2024 | CABLE & INTERNET SVCS                 | 154.98   |
| 01.0130.1330.5215 | U.S. BANK NATIONAL ASSOCIATION | DFT0002237 | 10/08/2024 | AUG'24 INTERNET SVCS                  | 327.04   |
| 01.0130.1330.5215 | U.S. BANK NATIONAL ASSOCIATION | DFT0002237 | 10/08/2024 | CABLE & INTERNET SVCS                 | 678.45   |
| 01.0130.1330.5215 | U.S. BANK NATIONAL ASSOCIATION | DFT0002237 | 10/08/2024 | AUG'24 STAMPLI CHARGES                | 2,236.50 |
| 01.0130.1330.5715 | U.S. BANK NATIONAL ASSOCIATION | DFT0002237 | 10/08/2024 | 7/3-8/2/24 CITY CELL PHONE- FIRSTNET  | 3,220.74 |
| 01.0130.1330.5932 | U.S. BANK NATIONAL ASSOCIATION | DFT0002237 | 10/08/2024 | TELENYX PLATFORM                      | 116.36   |
| 01.0130.1330.5932 | U.S. BANK NATIONAL ASSOCIATION | DFT0002237 | 10/08/2024 | ICLOUD STORAGE MONTHLY CHARGE         | 9.99     |
| 01.0130.1330.5932 | U.S. BANK NATIONAL ASSOCIATION | DFT0002237 | 10/08/2024 | ICLOUD STORAGE MONTHLY CHARGE         | 2.99     |
| 01.0130.1330.5932 | U.S. BANK NATIONAL ASSOCIATION | DFT0002237 | 10/08/2024 | ICLOUD STORAGE MONTHLY CHARGE         | 2.99     |
| 01.0130.1330.5932 | U.S. BANK NATIONAL ASSOCIATION | DFT0002237 | 10/08/2024 | TELENYX PLATFORM                      | 131.17   |
| 01.0100.1010.5910 | U.S. BANK NATIONAL ASSOCIATION | DFT0002237 | 10/08/2024 | LEAGUE OF CA CITIES REGISTRATION RFND | (575.00) |
| 01.0100.1010.5910 | U.S. BANK NATIONAL ASSOCIATION | DFT0002237 | 10/08/2024 | 2024 FALL EDU SUMMIT / HOTEL CHARGES  | 730.28   |
| 01.0100.1010.5910 | U.S. BANK NATIONAL ASSOCIATION | DFT0002237 | 10/08/2024 | TRANSPORTATION CHARGES/ REIMBURSEMENT | 45.35    |
| 01.0130.1330.5932 | U.S. BANK NATIONAL ASSOCIATION | DFT0002237 | 10/08/2024 | GOOGLE PHOTO STORAGE                  | 1.99     |
| 01.0130.1330.5932 | U.S. BANK NATIONAL ASSOCIATION | DFT0002237 | 10/08/2024 | APPLE REOCCURRING CHARGE              | 9.99     |
| 01.0130.1330.5932 | U.S. BANK NATIONAL ASSOCIATION | DFT0002237 | 10/08/2024 | APPLE REOCCURRING CHARGE              | 10.99    |
| 01.0130.1310.5914 | U.S. BANK NATIONAL ASSOCIATION | DFT0002237 | 10/08/2024 | GFOA MEMBERSHIP FEE                   | 225.00   |
| 01.0130.1330.5932 | U.S. BANK NATIONAL ASSOCIATION | DFT0002237 | 10/08/2024 | ADOBE CLOUD APPS SUBSCRIPTION         | 437.89   |
| 01.0151.1545.5499 | HOME DEPOT CREDIT SERVICES     | DFT0002238 | 10/28/2024 | SUPPLIES/ NIGHT MARKET                | 110.47   |
| 01.0160.1610.5520 | HOME DEPOT CREDIT SERVICES     | DFT0002238 | 10/28/2024 | SUPPLIES FOR ELECTRICAL OUTLETS       | 143.60   |
| 01.0160.1610.5520 | HOME DEPOT CREDIT SERVICES     | DFT0002238 | 10/28/2024 | PAINT SUPPLIES                        | 196.51   |
| 01.0160.1610.5520 | HOME DEPOT CREDIT SERVICES     | DFT0002238 | 10/28/2024 | SUPPLIES/ CCTR                        | 107.76   |
| 01.0160.1620.5520 | HOME DEPOT CREDIT SERVICES     | DFT0002238 | 10/28/2024 | SUPPLIES/ SCTR WATER SYSTEM           | 525.57   |
| 01.0160.1620.5520 | HOME DEPOT CREDIT SERVICES     | DFT0002238 | 10/28/2024 | SUPPLIES/ SCTR                        | 104.97   |
| 01.0160.1640.5520 | HOME DEPOT CREDIT SERVICES     | DFT0002238 | 10/28/2024 | POOL COVERS                           | 101.39   |
| 01.0170.1710.5520 | HOME DEPOT CREDIT SERVICES     | DFT0002238 | 10/28/2024 | DEPOSITS/ POOL DRAINS                 | 1.00     |
| 01.0170.1710.5520 | HOME DEPOT CREDIT SERVICES     | DFT0002238 | 10/28/2024 | SUPPLIES/ CHALL                       | 157.16   |
| 01.0170.1710.5520 | HOME DEPOT CREDIT SERVICES     | DFT0002238 | 10/28/2024 | PAINT FOR STAGE WALL                  | 35.91    |
| 01.0170.1710.5520 | HOME DEPOT CREDIT SERVICES     | DFT0002238 | 10/28/2024 | PAINT/ CHALL                          | 44.73    |
| 01.0170.1710.5520 | HOME DEPOT CREDIT SERVICES     | DFT0002238 | 10/28/2024 | PLANTS/ CHALL                         | 79.28    |
| 01.0170.1710.5520 | HOME DEPOT CREDIT SERVICES     | DFT0002238 | 10/28/2024 | PUMP/ DRAIN POOLS                     | 189.00   |
| 01.0170.1720.5520 | HOME DEPOT CREDIT SERVICES     | DFT0002238 | 10/28/2024 | BOARDS FOR WALL                       | 34.15    |
| 01.0170.1740.5435 | HOME DEPOT CREDIT SERVICES     | DFT0002238 | 10/28/2024 | JANITORIAL SUPPLIES                   | 159.32   |
| 01.0170.1740.5962 | HOME DEPOT CREDIT SERVICES     | DFT0002238 | 10/28/2024 | SMALL TOOLS                           | 169.59   |
| 01.0170.1760.5540 | HOME DEPOT CREDIT SERVICES     | DFT0002238 | 10/28/2024 | STORAGE BOXES                         | 33.01    |
| 41.0810.8110.5406 | HOME DEPOT CREDIT SERVICES     | DFT0002238 | 10/28/2024 | THIENES PJT SUPPLIES                  | 69.38    |
| 41.0810.8110.5406 | HOME DEPOT CREDIT SERVICES     | DFT0002238 | 10/28/2024 | THIENES PJT SUPPLIES                  | 49.31    |
| 01.0170.1730.5720 | SAN GABRIEL VALLEY WATER       | DFT0002239 | 10/29/2024 | 9/10-10/10/24 11016 GOMEZ PALACIO DR  | 24.85    |
| 01.0170.1730.5720 | SAN GABRIEL VALLEY WATER       | DFT0002240 | 10/29/2024 | 9/9-10/9/24 1109 PECK RD              | 230.20   |
| 01.0170.1730.5720 | SAN GABRIEL VALLEY WATER       | DFT0002241 | 10/29/2024 | 9/10-10/10/24 1903 DURFEE AVE         | 142.21   |
| 01.0170.1730.5720 | SAN GABRIEL VALLEY WATER       | DFT0002242 | 10/29/2024 | 9/10-10/10/24 1926 DURFEE AVE         | 400.95   |

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|-------------------|----------------------------------|------------|------------|--------------------------------------------------|-----------|
| 01.0170.1730.5720 | SAN GABRIEL VALLEY WATER         | DFT0002243 | 10/29/2024 | 9/10-10/10/24 2018 DURFEE AVE                    | 241.22    |
| 01.0170.1730.5720 | SAN GABRIEL VALLEY WATER         | DFT0002244 | 10/29/2024 | 9/9-10/9/24 1628 DURFEE AVE                      | 301.81    |
| 01.0170.1730.5720 | SAN GABRIEL VALLEY WATER         | DFT0002245 | 10/29/2024 | 9/9-10/9/24 1508 PECK RD                         | 296.29    |
| 01.0170.1730.5720 | SAN GABRIEL VALLEY WATER         | DFT0002246 | 10/29/2024 | 9/9-10/9/24 1660 DURFEE AVE                      | 142.21    |
| 01.0170.1730.5720 | SAN GABRIEL VALLEY WATER         | DFT0002247 | 10/29/2024 | 9/9-10/9/24 1710 DURFEE AVE                      | 246.73    |
| 01.0170.1730.5720 | SAN GABRIEL VALLEY WATER         | DFT0002248 | 10/29/2024 | 9/9-10/9/24 1502 PECK RD                         | 367.90    |
| 01.0170.1730.5720 | SAN GABRIEL VALLEY WATER         | DFT0002249 | 10/29/2024 | 9/9-10/9/24 THIENES/ PARKWAY                     | 38.72     |
| 01.0170.1730.5720 | SAN GABRIEL VALLEY WATER         | DFT0002250 | 10/29/2024 | 9/9-10/9/24 1222 PECK RD                         | 373.41    |
| 01.0170.1730.5720 | SAN GABRIEL VALLEY WATER         | DFT0002251 | 10/29/2024 | 9/9-10/9/24 FARNDON-PECK                         | 79.89     |
| 01.0130.1310.5280 | SECTRA SECURITY INC.             | DFT0002252 | 10/28/2024 | OCT'24 ARMORED SVCS                              | 202.17    |
| 01.0170.1730.5705 | SO CAL GAS                       | DFT0002253 | 10/24/2024 | 9/16-10/16/24 1824 CENTRAL AVE                   | 88.42     |
| 01.0170.1730.5705 | SO CAL GAS                       | DFT0002254 | 10/24/2024 | 9/16-10/16/24 1900 CENTRAL AVE                   | 40.40     |
| 01.0170.1730.5705 | SO CAL GAS                       | DFT0002255 | 10/24/2024 | 9/16-10/16/24 1500 CENTRAL AVE                   | 14.79     |
| 01.0170.1730.5705 | SO CAL GAS                       | DFT0002256 | 10/24/2024 | 9/16-10/16/24 1556 CENTRAL AVE                   | 253.28    |
| 01.0170.1730.5705 | SO CAL GAS                       | DFT0002257 | 10/24/2024 | 9/16-10/16/24 1450 LIDCOMBE AVE                  | 86.82     |
| 01.0170.1730.5705 | SO CAL GAS                       | DFT0002258 | 10/24/2024 | 9/16-10/16/24 1530 CENTRAL AVE                   | 102.82    |
| 01.0170.1730.5710 | SOUTHERN CALIFORNIA EDISON       | DFT0002259 | 10/28/2024 | 9/16-10/14/24 1530 CENTRAL AVE                   | 2,459.05  |
| 01.0170.1730.5710 | SOUTHERN CALIFORNIA EDISON       | DFT0002260 | 10/23/2024 | 5/15-9/15/24 1556 CENTRAL AVE                    | 13,361.54 |
| 01.0170.1730.5710 | SOUTHERN CALIFORNIA EDISON       | DFT0002261 | 10/23/2024 | 5/15-9/15/24 1530 CENTRAL AVE                    | 10,708.13 |
| 01.0170.1730.5710 | SOUTHERN CALIFORNIA EDISON       | DFT0002262 | 10/28/2024 | 9/16-10/14/24 1556 CENTRAL AVE                   | 2,392.66  |
| 01.0170.1730.5710 | SOUTHERN CALIFORNIA EDISON       | DFT0002263 | 10/28/2024 | 9/16-10/14/24 1415 SANTA ANITA                   | 2,715.07  |
| 02.0170.1760.5725 | SOUTHERN CALIFORNIA EDISON       | DFT0002264 | 10/23/2024 | 6/14-9/15/24 STREET LIGHTS                       | 12,908.55 |
| 01.0170.1730.5710 | SOUTHERN CALIFORNIA EDISON       | DFT0002265 | 10/28/2024 | 9/16-10/14/24 1824 CENTRAL AVE                   | 943.12    |
| 01.0130.1330.5950 | XEROX CORPORATION                | DFT0002266 | 07/10/2024 | 7/30-8/29/24 COPIER LEASE/ TO RECORD DFT PAYMENT | 1,547.99  |
| 01.0130.1330.5950 | XEROX CORPORATION                | DFT0002266 | 07/10/2024 | 8/30-9/29/24 COPIER LEASE/ TO RECORD DFT PAYMENT | 1,547.99  |
| 01.0000.0000.2225 | AFLAC WORLDWIDE HEADQUARTERS     | DFT0002267 | 11/04/2024 | OCT'24 INSURANCE                                 | 994.56    |
| 01.0000.0000.2250 | CALPERS                          | DFT0002268 | 11/01/2024 | NOV'24 ACTIVE EMPLOYEE                           | 87,688.99 |
| 01.0100.1050.5941 | CALPERS                          | DFT0002268 | 11/01/2024 | NOV'24 ADMIN FEE/ ACTIVE                         | 210.45    |
| 01.0100.1050.5941 | CALPERS                          | DFT0002268 | 11/01/2024 | NOV'24 ADMIN FEE/ RETIRED                        | 20.64     |
| 01.0100.1050.5945 | CALPERS                          | DFT0002268 | 11/01/2024 | NOV'24 EMPLOYER SHARE/ RETIRED                   | 1,413.00  |
| 01.0000.0000.2020 | CALPERS RETIREMENT               | DFT0002269 | 11/01/2024 | RATE PLAN 27216                                  | 20,550.99 |
| 01.0000.0000.2020 | CALPERS RETIREMENT               | DFT0002269 | 11/01/2024 | RATE PLAN 685                                    | 9,680.36  |
| 01.0000.0000.2020 | CALPERS RETIREMENT               | DFT0002269 | 11/01/2024 | RATE PLAN 23047                                  | 2,600.16  |
| 01.0000.0000.2260 | DELTA DENTAL OF CALIFORNIA       | DFT0002270 | 11/01/2024 | NOV'24 DENTAL                                    | 6,994.22  |
| 01.0000.0000.2205 | DEPARTMENT OF THE TREASURY       | DFT0002271 | 11/01/2024 | PPE 10/26/24 FEDERAL                             | 22,561.87 |
| 01.0000.0000.2215 | DEPARTMENT OF THE TREASURY       | DFT0002271 | 11/01/2024 | PPE 10/26/24 FICA                                | 31,481.96 |
| 01.0000.0000.2215 | DEPARTMENT OF THE TREASURY       | DFT0002271 | 11/01/2024 | PPE 10/26/24 MEDICARE                            | 7,585.78  |
| 01.0000.0000.2030 | EMPLOYMENT DEVELOPMENT DEPT.     | DFT0002272 | 11/04/2024 | PPE 10/26/24 UI TAX WTHD'G                       | 247.84    |
| 01.0000.0000.2030 | EMPLOYMENT DEVELOPMENT DEPT.     | DFT0002272 | 11/04/2024 | PPE 10/26/24 TNG TAX WTHD'G                      | 12.39     |
| 01.0000.0000.2210 | EMPLOYMENT DEVELOPMENT DEPT.     | DFT0002272 | 11/04/2024 | PPE 10/26/24 STATE WTHD'G                        | 8,167.58  |
| 01.0000.0000.2255 | VISION SERVICE PLAN              | DFT0002273 | 11/01/2024 | NOV'24 VISION INSURANCE                          | 915.21    |
| 01.0000.0000.2224 | WASHINGTON NATIONAL INSURANCE CO | DFT0002274 | 11/01/2024 | OCT'24 SUPPLEMENTAL LIFE INSURANCE               | 2,148.80  |
| 01.0170.1730.5720 | SAN GABRIEL VALLEY WATER         | DFT0002275 | 11/05/2024 | 9/12-10/14/24 1819 N MERCED AVE                  | 239.62    |
| 01.0170.1730.5720 | SAN GABRIEL VALLEY WATER         | DFT0002276 | 11/05/2024 | 9/12-10/14/24 1707 N MERCED AVE                  | 57.90     |
| 01.0170.1730.5720 | SAN GABRIEL VALLEY WATER         | DFT0002277 | 11/05/2024 | 9/13-10/15/24 2218 ROSEMEAD BLVD                 | 142.21    |
| 01.0170.1730.5720 | SAN GABRIEL VALLEY WATER         | DFT0002278 | 11/05/2024 | 9/16-10/16/24 2620 ROSEMEAD BLVD                 | 142.21    |

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|--------------------|--------------------------|------------|------------|--------------------------------------|---------------------|
| 01.0170.1730.5720  | SAN GABRIEL VALLEY WATER | DFT0002279 | 11/05/2024 | 9/12-10/14/24 1530 CENTRAL AVE       | 527.63              |
| 01.0170.1730.5720  | SAN GABRIEL VALLEY WATER | DFT0002280 | 11/05/2024 | 9/12-10/14/24 1819 N CENTRAL AVE     | 301.81              |
| 01.0170.1730.5720  | SAN GABRIEL VALLEY WATER | DFT0002281 | 11/05/2024 | 9/12-10/14/24 2022 N CENTRAL AVE     | 129.46              |
| 01.0170.1730.5720  | SAN GABRIEL VALLEY WATER | DFT0002282 | 11/05/2024 | 9/12-10/14/24 N LERMA/MILLET         | 257.73              |
| 01.0170.1730.5720  | SAN GABRIEL VALLEY WATER | DFT0002283 | 11/05/2024 | 9/12-10/14/24 10452 RUSH ST          | 96.40               |
| 01.0170.1730.5720  | SAN GABRIEL VALLEY WATER | DFT0002284 | 11/05/2024 | 9/12-10/14/24 N/E MERCED SANTA ANITA | 164.23              |
| 01.0170.1730.5720  | SAN GABRIEL VALLEY WATER | DFT0002285 | 11/05/2024 | 9/16-10/16/24 2464 ROSEMEAD BLVD     | 434.13              |
| 01.0170.1730.5720  | SAN GABRIEL VALLEY WATER | DFT0002286 | 11/05/2024 | 9/13-10/15/24 2004 ROSEMEAD BLVD     | 24.85               |
| 01.0170.1730.5720  | SAN GABRIEL VALLEY WATER | DFT0002287 | 11/05/2024 | 9/12-10/14/24 1415 SANTA ANITA AVE   | 263.25              |
| 01.0170.1730.5720  | SAN GABRIEL VALLEY WATER | DFT0002288 | 11/05/2024 | 9/12-10/14/24 1824 CENTRAL AVE       | 847.08              |
| 01.0170.1730.5720  | SAN GABRIEL VALLEY WATER | DFT0002289 | 11/05/2024 | 9/12-10/14/24 1652 TYLER AVE         | 186.27              |
| 01.0170.1730.5720  | SAN GABRIEL VALLEY WATER | DFT0002290 | 11/05/2024 | 9/12-10/14/24 1900 CENTRAL AVE       | 184.53              |
| 01.0170.1730.5720  | SAN GABRIEL VALLEY WATER | DFT0002291 | 11/05/2024 | 9/11-10/11/24 1450 LIDCOMBE          | 241.22              |
| 01.0170.1730.5720  | SAN GABRIEL VALLEY WATER | DFT0002292 | 11/05/2024 | 9/12-10/14/24 MERCED N/W SANTA ANITA | 61.54               |
| 01.0170.1730.5720  | SAN GABRIEL VALLEY WATER | DFT0002293 | 11/05/2024 | 9/12-10/14/24 1500 N CENTRAL AVE     | 230.20              |
| 01.0170.1730.5720  | SAN GABRIEL VALLEY WATER | DFT0002294 | 11/05/2024 | 9/11-10/11/24 1675 DURFEE AVE        | 175.26              |
| 01.0170.1730.5720  | SAN GABRIEL VALLEY WATER | DFT0002295 | 11/05/2024 | 9/12-10/14/24 1556 CENTRAL AVE       | 483.56              |
| 01.0170.1730.5720  | SAN GABRIEL VALLEY WATER | DFT0002296 | 11/05/2024 | 9/12-10/14/24 2000 SANTA ANITA AVE   | 79.89               |
| 01.0130.1330.5950  | XEROX CORPORATION        | DFT0002297 | 10/30/2024 | 9/30-10/29/24 COPIER LEASE           | 1,547.99            |
| <b>Grand Total</b> |                          |            |            |                                      | <b>2,091,357.03</b> |

Authorization Signature

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

Rene Salas, City Manager





## City Council Agenda Report

### Agenda Item No. 7.c.

**DATE:** November 12, 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. 24-235, APPROVING PROJECT ACCEPTANCE AND NOTICE OF COMPLETION FOR THE TRAFFIC SIGNAL IMPROVEMENTS AT VARIOUS SIGNALIZED INTERSECTIONS PROJECT (HSIPL-5352(020)).

---

**SUMMARY:** On August 28, 2023, the Engineering Department solicited bids for the Traffic Signal Improvements at Various Intersections Project. On October 10, 2023, Elecnor Belco Electric, Inc. ("Contractor") was awarded a construction contract for the Traffic Signal Improvements at Various Signalized Intersections Project. The final cost for the construction work completed by Elecnor Belco Electric, Inc. is \$470,416.17.

**RECOMMENDED ACTION:** Staff recommends City Council:

1. Adopt Resolution No. 24-235, accepting the completion for the Traffic Signal Improvements at Various Signalized Intersections Project;
2. Authorize City Clerk to send the Notice of Completion for recordation to the Los Angeles County Recorder's Office; and
3. Release retention accordingly.

**FISCAL/FINANCIAL IMPACT:** The project was completed within the adopted budget of \$470,416.17.

**DISCUSSION:** On August 28, 2023, staff advertised Notice Inviting Bids for the Traffic Signal Improvements at Various Signalized Intersections Project. The work involved furnishing all labor, material, equipment, services, and incidentals required for traffic signal placement, including the installation of conduits, pull boxes, signal heads, sensor units, pedestrian push buttons, traffic signal poles, traffic striping, hauling and disposal, and traffic control throughout.

On September 20, 2023, at 2:00 PM, three (3) bids were received by the City. Out of three bids received, Elecnor Belco Electric, Inc. was found to be the lowest responsive

bidder according to the City's purchasing policies. The bid submitted by Elecnor Belco Electric, Inc. was in the amount of \$381,707.00.

On October 10, 2023, the City Council awarded the construction contract to Elecnor Belco Electric, Inc. for \$381,707.00 and approved 15% contingency for a total construction budget of \$438,963.05.

On January 8, 2024, Elecnor Belco Electric, Inc. began construction of the project per plans, specifications and bid documents according to its contract with the City. The work included the replacement of traffic signal heads & brackets, installation of new countdown pedestrian signal heads, installation of new conduits, pull boxes & wires, and the installation of high visibility reflective strips at various intersections.

On June 25, 2024, the City Council approved a Contract Change Order (CCO 01) in the amount of \$88,708.17 due to unforeseen conditions not shown on the plans. In addition, the City Council authorized a 15% contingency for a revised total construction budget of \$483,722.55. The project has been completed within the construction budget. Therefore, staff recommends that City Council approve issuance of a Notice of Completion.

Staff report was jointly prepared by Senior Public Works Analyst Andrés González and the Transtech team.

**ATTACHMENT(S):**

- A. Resolution No. 24-235
- B. Notice of Completion

## **ATTACHMENT A**

### **RESOLUTION NO. 24-235**

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL  
ACCEPTING THE TRAFFIC SIGNAL IMPROVEMENTS AT  
VARIOUS SIGNALIZED INTERSECTIONS PROJECT (HSIPL-  
5352(020)) 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 Elecnor Belco Electric, Inc. \$470,416.17, which is within the approved contract 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 the City Clerk 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 adopts and approves this resolution accepting the work performed by Elecnor Belco Electric, Inc. for the Traffic Signal Improvements at Various Signalized Intersections Project.

**SECTION 2:** 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 12<sup>th</sup> day of November 2024.

\_\_\_\_\_  
Gloria Olmos, Mayor

ATTEST:

\_\_\_\_\_  
Adrian Garcia, MMC, City Clerk

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

I, Adrian Garcia, MMC, City Clerk of the City of South El Monte, hereby certify that the foregoing Resolution, being Resolution No. 24-235, 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 12<sup>th</sup> day of November 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

Adrian Garcia, MMC, City Clerk

## ATTACHMENT B

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

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

Free recording requested per Gov't Code § 27383

Space above this line for Recorder's use

### NOTICE OF COMPLETION

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

Notice is hereby given that:

1. The undersigned is both the owner and corporate officer of the entity holding 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, CA 91733
4. The nature of the title is: Fee
5. The full names and full addresses of all persons, if any, who hold this with the undersigned as joint tenants or as tenants in common are:

NAMES

ADDRESSES

NONE

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

NAMES

ADDRESSES

NONE

7. A work of improvement on the property hereinafter described was completed on 9/24/2024. The work was: Traffic Signal Improvements at Various Signalized Intersections.
8. The name of the contractor, if any, for such work of improvement was Elecnor Belco Electric, Inc. 10/19/2023  
(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 NONE  
(IF NO STREET ADDRESS HAS BEEN OFFICIALLY ASSIGNED, INSERT 'NONE')

Dated: \_\_\_\_\_

CITY OF SOUTH EL MONTE

By: \_\_\_\_\_

Rene Salas  
City Manager

#### 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 \_\_\_\_\_ (CITY) \_\_\_\_\_ (STATE)

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

01257.0006/1028884.2



## City Council Agenda Report

### Agenda Item No. 7.d.

**DATE:** November 12, 2024

**TO:** Honorable Mayor and Members of the City Council

**APPROVED BY:** Rene Salas, City Manager

**SUBMITTED BY:** Guillermo Arreola, Director of Community Development

**SUBJECT:** AUTHORIZATION TO REJECT BID RECEIVED IN RESPONSE TO FORECLOSURE REGISTRATION PROGRAM RFP AND RE-SOLICIT PROPOSALS FOR THE FORECLOSURE OF ABANDONED PROPERTIES PROGRAM

---

**SUMMARY:** Staff seeks authorization to both reject the response to the Foreclosure Registration Program that was issued on August 1, 2024 and re-solicit proposals for the Foreclosure Registration Program.

**RECOMMENDED ACTION:** Staff recommends City Council authorize staff to both reject the response that was received and re-solicit the RFP for the Foreclosure of Abandoned Properties program.

**FISCAL/FINANCIAL IMPACT:** The registration fee for the Foreclosure of Abandoned Properties process is \$575 per foreclosure, which recovers the cost of the City.

**DISCUSSION:** On August 1, 2024, staff issued a Request for Proposal ("RFP") for the Foreclosure of Abandoned Properties Program. Responses to the RFP were due on August 31, 2024, no later than 5:00 p.m. The City received only one response from HERA Property Registry, LLC.

After reviewing the City's Purchasing Manual, staff determined that the number of responses received was inadequate. Due to the number of responses received being inadequate, staff is requesting the City Council authorize staff to reissue the Foreclosure of Abandoned Properties Program RFP. Staff will be reaching out to other consultants so that staff can provide these consultants with the RFP in an effort to receive more responses.

The updated RFP will be issued November 14, 2024, and responses to the RFP will be due on December 14, 2024, by no later than 5:00 p.m.

**ATTACHMENT(S):**

A. RFP Packet

**ATTACHMENT A**

**Request For Proposals (RFP)  
to Administer the Foreclosure  
Registration Program of  
Abandoned Properties  
November 14, 2024**



**DELIVERY ADDRESS**

City of South El Monte  
City Clerk's Office 1415  
Santa Anita Ave.  
South El Monte, CA 91733 Attn:  
Guillermo Arreola  
Community Development Director

**CONTACT INFORMATION FOR INQUIRIES**

contact via e-mail only, no telephone calls  
Guillermo Arreola  
Director of Community Development  
[garreola@soelmonte.org](mailto:garreola@soelmonte.org)

**REQUIRED NUMBER OF PROPOSALS**

Two (2) hard copies and one (1)  
electronic copy (pdf)

**PROPOSAL DUE DATE**

December 14, 2024 at 5:00 p.m.



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| <b>2. Project Description</b>                              | <b>Page 3</b> |
| <b>3. Key Personnel</b>                                    | <b>Page 3</b> |
| <b>4. City's Standard Professional Services Agreement</b>  | <b>Page 4</b> |
| <b>5. Insurance Coverage Limits and Requirements</b>       | <b>Page 4</b> |
| <b>6. Consultant Selection Methodology</b>                 | <b>Page 4</b> |
| <b>7. Contract Award</b>                                   | <b>Page 5</b> |
| <b>8. Required Format for Technical Proposal Submittal</b> | <b>Page 6</b> |
| <b>9. Questions Regarding this RFP</b>                     | <b>Page 6</b> |
| <b>10. Proposal Submittal Protocol</b>                     | <b>Page 6</b> |

### **Attachments:**

Attachment A – Ordinance No. 1168  
Attachment B – Affidavit of Non-Collusion  
Attachment C – Claims History  
Attachment D – Special Requirements  
Attachment E – Sample Professional Services Agreement

## **1. GENERAL INFORMATION**

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

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

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

## **2. PROJECT DESCRIPTION**

The City of South El Monte is seeking proposals from qualified individuals and/or firms to administer the City's Foreclosure Registration Program. On October 23, 2012, the South El Monte City Council passed the Regulation of Properties in Foreclosure and Abandoned Properties Ordinance (Ordinance No. 1168). The Registration of Properties in Foreclosure Program is established as a mechanism to protect neighborhoods from blight resulting from the foreclosure crisis and un-maintained properties. The Foreclosure Program establishes an annual registration fee to support the administration of the abandoned property registration program. The annual fee and registration will be valid for one (1) year from the date of registration.

The selected individual or firm must have experience in successfully administering foreclosure services and monitoring activities. Respondent will proactively contact those that file a public notice of default, foreclosure action, and/or take title to real property via foreclosure or any other legal means for Foreclosed, Abandoned and Vacant Lots and Structures. Respondent will investigate, report, or take corrective measures monthly to update property status of all property electronically registered and in compliance with the relevant City ordinance. Respondent must have the capability to provide the City with monthly reports listing foreclosures.

## **3. KEY PERSONNEL**

It is imperative that the key personnel providing the consulting services have the background, experience, and qualifications to complete the project. The City reserves the right to approve all key personnel individually for work on this contract. All key staff shall be named in the contract. After the contract is signed, the proposer may not replace key staff unless their employment is terminated or agreed upon by the City. The City must approve replacement staff before a substitute person is assigned to the Project. The City reserves the right to request that the proposer replace a staff person assigned to the contract should the City consider such a replacement to be for the good of the project.

#### 4. CITY'S STANDARD PROFESSIONAL SERVICE AGREEMENT

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

#### 5. INSURANCE COVERAGE LIMITS AND REQUIREMENTS

Consultant shall provide Insurance Coverage Limits and Requirements as indicated in this RFP as provided in Attachment E.

#### 6. CONSULTANT SELECTION METHODOLOGY

The proposals will be evaluated based upon several factors. These factors may include:

| Evaluation Criteria                                                                                                        | Max Points |
|----------------------------------------------------------------------------------------------------------------------------|------------|
| Completeness of the Proposals and compliance with the required RFP format.                                                 | 10         |
| Project understanding, scope and approach to develop the project efficiently.                                              | 25         |
| Experience and Qualifications of Key Staff.                                                                                | 25         |
| Similar Project Experience, including familiarity with State and Federal procedures                                        | 25         |
| Effectiveness of Project Schedule showing how the proposer will be able to complete the design with required time duration | 15         |
| <b>Total Points</b>                                                                                                        | 100        |

As part of the evaluation, the City will also contact references listed in the proposal.

City Selection Panel will review the proposals received, and rank them based on the above criteria, and establish highest ranked consultant. The City may choose not to conduct oral interviews and negotiate a contract with the highest ranked consultant after the evaluation of written proposals.

At City's discretion, the City may also conduct oral interviews with the top 3 ranked consultants. If oral interviews are conducted, the City will inform the selected proposers and provide the evaluation criteria for oral interviews at that time. After evaluations, the City will select the consultant who has is ranked highest.

After ranking, cost negotiations will begin with the most qualified consultant and only their cost proposal will be opened. Should negotiations fail or result in a price that the local agency does not consider fair and reasonable, negotiations must be formally terminated, and the local agency must then undertake negotiations with the second most qualified consultant. If the negotiations with the second most qualified firm are not successful, negotiations must be formally terminated and the local agency must then undertake negotiations with the third most qualified consultant, and so on, until the price is determined to be fair and reasonable by the local agency.

## 7. CONTRACT AWARD

Any contract resulting from this RFP will be awarded to a firm whose Proposal meet the technical requirements of the RFP and is evaluated as the highest ranked proposal.

Proposals will be ranked in accordance with the evaluation criteria stated in this RFP. Negotiations regarding a fair and reasonable price will occur subsequent to consultant selection. Should the City be unable to obtain a fair and reasonable price through negotiations with the highest qualified proposer, the City shall enter into negotiations with the next highest qualified proposer and may award that contract if the parties are

able to arrive at a fair and reasonable price. If that is unattainable, the City shall enter into negotiations with the next highest qualified proposer in sequence until an agreement is reached.

## 8. REQUIRED FORMAT FOR TECHNICAL PROPOSAL SUBMITTAL

Please submit your Technical Proposal in the format specified below:

**Cover Letter:** Emphasize strong points of the project team and the firm's experience. Include the name, address, telephone number, title, and signature of the firm's contact person for this proposal. The cover letter shall state that the submittal is valid for 120 days.

**Table of Contents:** Provide contents of proposal.

**Section 1. Approach and Scope of Work:** Provide your understanding of the project and describe your approach. Provide a detailed scope of work that your firm will utilize in providing requested services in efficient and cost-effective manner. In your approach, describe methods that you will use for quality control, budget/cost control, schedule control, and document control.

**Section 2. Schedule:** Provide a detailed schedule showing project tasks, durations, start and completion dates, time allocations for City review and other regulatory agency review and any outside agencies that may be involved in the review and approval process.

**Section 3. Project Team, Key Personnel and Resumes:** Provide an organization chart showing the names and responsibilities of key personnel and subconsultants. Provide resumes of all key personnel identified in the organization chart.

**Section 4. Company Qualifications:** Provide qualifications of prime consulting firm and sub-consultants. The Consultant is required to possess at least four (4) years of direct experience managing foreclosure services at a city of a similar size.

**Section 5. References:** Provide five public agency references for similar projects.

**Section 6. City's Standard Professional Service Agreement:** The referenced Attachment E is the City's Sample Standard Professional Services Agreement, which will be executed by the selected consultant. Proposers shall review the Agreement and provide a statement that they will comply with all aspects of the Agreement or provide any comments that they would like the City to consider. Please note that the City does not guarantee that any revisions to the contract will be accepted. The selected consultant shall be prepared to execute the contract as is, if the City does not accept any changes provided

by the consultant.

**Section 7. Addenda Acknowledgement:** If any Addenda is issued by the City, the proposers shall include an acknowledgement of receiving such Addenda and their agreement with the terms and conditions stated in such Addenda. If no Addenda is issued, proposers shall state so in this section.

**Section 8. Required Attachments:** Below attachments shall be signed and submitted with the proposal:

- Attachment B – Affidavit of Non-Collusion
- Attachment C – Claims History

## 9. QUESTIONS REGARDING THIS RFP

All questions regarding this RFP must be submitted via  
email: Guillermo Arreola  
Director of Community  
Development  
[garreola@soelmonte.org](mailto:garreola@soelmonte.org)

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

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

## 10. PROPOSAL SUBMITTAL PROTOCOL

In order to be considered in the selection process, interested parties shall submit two (2) copies and one (1) electronic copy (pdf) of their Proposals no later than 5:00 PM, December 14, 2024.

City of South El  
Monte City Clerk's  
Office 1415 Santa  
Anita Ave.  
South El Monte, CA 91733

Attn: Guillermo Arreola,  
Director of Community Development Director

Late proposals will not be accepted.

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

## **11. PRE-CONTRACTUAL EXPENSES IN RESPONDING TO THE RFP PREPARATION**

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

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

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

## **END OF RFP**

### **ATTACHMENTS**

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|                                                                                                                                                                                                                 |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Attachment A – Ordinance No. 1168<br>Attachment B – Affidavit of Non-Collusion<br>Attachment C – Claims History<br>Attachment D – Special Requirements<br>Attachment E – Sample Professional Services Agreement |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

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# Attachment A

## ORDINANCE NO. 1168

AN ORDINANCE OF THE CITY OF SOUTH EL MONTE REPEALING CHAPTER 8.30, "REGULATION OF ABANDONED PROPERTIES" AND ADDING NEW CHAPTERS 8.30, "VACANT BUILDING SECURITY AND MAINTENANCE" AND 8.31 "REGULATION OF PROPERTIES IN FORECLOSURE AND ABANDONED PROPERTIES" TO TITLE 8, "HEALTH AND SAFETY" OF THE SOUTH EL MONTE MUNICIPAL CODE

WHEREAS, the City Council of the City of South El Monte has previously adopted an Ordinance regulating abandoned and foreclosed residential properties in the City that was codified at Chapter 8.30; and

WHEREAS, since the time of adoption of that Ordinance, the California housing market and the California economy in general have shown only marginal improvement; and

WHEREAS, this prolonged downturn, aggravated by very high rates of unemployment especially within the City, continues to keep the number of foreclosed properties in South El Monte at a high level in comparison to prior years, as households headed by unemployed adults struggle to pay for housing costs and other expenses; and

WHEREAS, the City Council hereby finds and determines that it is necessary and appropriate to make certain code amendments to better eliminate and prevent the spread of blight associated with the extensive number of properties involved in the foreclosure process which continues to be associated with a prolonged general economic downturn.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF SOUTH EL MONTE DOES ORDAIN AS FOLLOWS:

**SECTION 1.** Chapter 8.30, "Regulation of Abandoned Properties" of Title 8, "Health and Safety" of the South El Monte Municipal Code is hereby repealed in its entirety and a new Chapter 8.30, "Vacant Building Security and Maintenance" is added to read as follows:

### "Chapter 8.30

### Vacant Building Security and Maintenance

#### Sections:

|          |                                                                        |
|----------|------------------------------------------------------------------------|
| 8.30.010 | Definitions.                                                           |
| 8.30.020 | Required boarding and maintenance of vacant buildings.                 |
| 8.30.030 | Maintenance and monitoring of vacant buildings.                        |
| 8.30.040 | Vacant building regulations.                                           |
| 8.30.050 | Monthly monitoring fee for vacant buildings declared to be a nuisance. |
| 8.30.060 | Enforcement response fee.                                              |
| 8.30.070 | Fees established by resolution                                         |
| 8.30.080 | Administrative penalty.                                                |
| 8.30.090 | Additional authority.                                                  |

- 8.30.100 Enforcement.
- 8.30.110 Appeals.
- 8.30.120 Violation/penalty.

8.30.010 Definitions.

For the purposes of this chapter, certain words and phrases used in this chapter are defined in Section 8.31.010 or as follows:

*"Boarding"* shall mean covering of all entry points to a building or structure, including all doors, windows and roof openings, with plywood or other materials for the purpose of preventing entry into the building.

*"City"* means the City of South El Monte.

*"City Manager"* means the City Manager of the City, or his/her designee.

*"Vacant building"* means any building that is unoccupied by any person, or that is occupied by an unauthorized person for any amount of time.

8.30.020 Required boarding and maintenance of vacant buildings.

A. The owner of a vacant building shall board such building when it cannot be secured against intrusion by unauthorized persons by means of the closing and locking of doors and windows.

B. The City may board properties as a result of an abatement action brought under the Municipal Code. The owner shall be responsible for the cost of boarding and the property may be subject to an abatement lien for the cost of the boarding.

C. Any building that is boarded, whether by voluntary action of the owner, or as a result of enforcement activity by the City, shall be boarded as follows: (1) for residential property, the standards for boarding a vacant residential building or structure, shall be substantially in accordance with Attachment No. 4 of HUD Mortgagee Letter 2007-03, dated January 25, 2007; (2) for commercial or industrial use property, the standards for boarding a vacant commercial or industrial building or structure to prevent unauthorized entry into the building shall be as directed by written instruction of the City Manager based upon an inspection of the vacant building by the City Manager.

D. The owner shall maintain and monitor each vacant building in compliance with Section 8.30.030 of this Chapter.

8.30.030 Maintenance and monitoring of vacant buildings. To fulfill its responsibility to maintain and monitor a vacant building, the owner shall comply with the standards set forth in HUD mortgagee Letter 2007-03, dated January 25, 2007, or such other standards that may be ordered in writing by the City Manager. The City Manager may order the owner to:



A. Regularly maintain landscaping and plant materials on the parcel of land on which the vacant building is located.

B. Regularly maintain the exterior of the building and exterior signage and signage structures.

C. Regularly remove of all exterior trash and debris from the parcel of land on which the vacant building is located.

D. Maintain the vacant building in continuing compliance with all applicable codes and regulations.

E. Promptly remove graffiti which has been applied to any exterior surface on the vacant building or fencing surrounding the building, including graffiti applied to any sign attached to the vacant building.

F. Take all reasonable steps to prevent any criminal activity, including but not limited to use and sale of controlled substances, prostitution and criminal street gang activity on the parcel of land on which the vacant building is located, including notifying Los Angeles County Sheriffs of such activity.

G. Post a notice in a conspicuous place on the front of the vacant building stating the name, address, and telephone number of both the owner and, if applicable, the owner's agent in control of the building including a 24-hour contact phone number of any local property management company. The posting shall be no less than 18 inches by 24 inches and shall be of a font that is legible from a distance of 45 feet and shall contain the words "THIS PROPERTY IS MANAGED BY [insert name of owner or manager]" and "TO REPORT PROBLEMS OR CONCERNS CALL [insert telephone number of owner or manager] OR CALL THE CITY OF SOUTH EL MONTE AT (626) 579-6540." The notice shall be placed in a location that is visible from the street adjacent to the front lot line, in the following order: (1) interior of a window, (2) exterior of the building if no window is visible from the street, or (3) if the notice cannot be posted in either (1) or (2), in a location not readily accessible to vandals. Notices posted on exterior locations shall be constructed of and printed with weather resistant materials.

8.30.040 Vacant building regulations. No owner shall permit a building to be vacant for more than 30 days, unless one of the following applies:

A. The building is the subject of an active building permit for repair or rehabilitation and the owner is progressing diligently to complete the work of repair or rehabilitation.

B. The condition of the building complies with all codes, does not contribute to blight, is ready for occupancy and is actively being:

1. Offered by the owner for sale, lease, or rent; and
2. Maintained and monitored by the owner as provided in Section 8.30.030.

8.30.050      Monthly monitoring fee for vacant buildings declared to be a nuisance.

The owner of any vacant building declared to be a public nuisance shall pay a monthly monitoring fee. The monitoring fee shall be imposed upon the initial determination that the building constitutes a public nuisance. The fee shall thereafter be imposed during each 30-day period following the imposition of the initial monitoring fee. The owner shall pay the monitoring fee for each month, or portion thereof, that the vacant building remains a public nuisance.

8.30.060      Enforcement response fee.

The owner of a vacant building shall pay an enforcement response fee upon the City's initial response to the vacant building for the costs and value of time expended by the City in responding to the vacant building. The enforcement response fee shall be imposed upon the owner for each subsequent response to the vacant building.

8.30.070      Fees established by resolution. Fees and charges established by this Chapter 8.30 shall be set by resolution of the City Council.

8.30.080      Administrative penalty.

Notwithstanding the provisions of Section 1.14.010 of this Code, any owner of a parcel of property on which a building is situated which is in violation of this Chapter shall be subject to an administrative penalty, in an amount not to exceed \$1,000.00 per building for the first violation.

A second administrative penalty shall be imposed upon an owner pursuant to this Chapter if the owner's building remains in violation of this Chapter 30 days following the imposition of the first administrative penalty. Additional penalties may be imposed for each succeeding 30-day period following the imposition of the preceding administrative penalty under this Chapter. Additional penalties may be imposed for each violation so long as the violation continues. A second and subsequent penalty shall be in an amount not to exceed \$1,000.00.

If a previous administrative penalty has been imposed pursuant to this Chapter upon an owner within 6 months of the date of the imposition of the prior administrative penalty, and that previous administrative penalty related to a vacant building other than the building subject to a subsequent administrative penalty, any such penalty imposed shall be imposed pursuant to Chapter 1.14 of this Code.

8.30.090      Additional authority. In addition to the enforcement remedies established in this Code, the City Manager shall have the authority to require the beneficiary/trustee/owner and/or owner of record of any property affected by this section to implement additional maintenance and security measures including but not limited to securing any door, window or other openings, installing additional security lighting, increasing on-site inspection frequency, employment of an on-site security guard or other measures as may be reasonably required to prevent the decline of the property and the vacant building.

8.30.100      Enforcement. A violation of this Chapter may be enforced by any means as authorized in this Code.

8.30.110      Appeals. Any person aggrieved by any of the requirements of this Chapter, or by an order of the City Manager, may appeal such matter as provided in Chapter 1.14 of this Code.

8.30.120      Violation/penalty. Any person, firm or corporation that violates any portion of this Chapter shall be subject to prosecution under Section 1.16.010 and administrative enforcement under Chapter 1.14 of this Code."

**SECTION 2.** Chapter 8.31, "Regulation of Properties in Foreclosure and Abandoned Properties" is hereby added to Title 8, "Health and Safety" of the South El Monte Municipal Code to read as follows:

"Chapter 8.31

Regulation of Properties in Foreclosure and Abandoned Properties

Sections:

- 8.31.010      Definitions.
- 8.31.020      Default Inspection.
- 8.31.030      Registration.
- 8.31.040      Duration of Regulation under this Chapter.
- 8.31.050      Maintenance requirements.
- 8.31.060      Security requirements.
- 8.31.070      Property inspection report upon sale or transfer of property.
- 8.31.080      Property inspection report requirements.
- 8.31.090      Administrative memorandum with a beneficiary.
- 8.31.100      Notice by beneficiary to city of disposition of registered property.
- 8.31.110      Re-registration of property subject to this Chapter.
- 8.31.120      Additional authority.
- 8.31.130      Fees set by resolution.
- 8.31.140      Additional Fees Where Property Serves as Security for Multiple Liens.
- 8.31.150      Enforcement.
- 8.31.160      Fine for failure to timely register a property with the city.
- 8.31.170      Special provisions where property is encumbered with the security interests of multiple beneficiaries.
- 8.31.180      Appeals.
- 8.31.190      Violation/penalty.
- 8.31.200      Unlawful Auction Sale by Trustee/Penalty.
- 8.31.210      Unlawful Participation by Trustee in Short Pay Agreement/Short Sale/Penalty.

8.31.010      Definitions.    For the purposes of this Chapter, certain words and phrases used in this Chapter are defined as follows:

*"Abandoned"* means any property that is vacant and is under a current notice of default and/or notice of trustee's sale, and/or any property which has been the subject of a foreclosure sale, trustee sale, or judicially authorized sale, where the title was retained by the beneficiary under its deed of trust upon the conclusion of the foreclosure and any property transferred by the trustor under a deed in lieu of foreclosure/sale to either the beneficiary, the trustee or to authorized entity as approved by the beneficiary.

*"Accessible property"* means a property that is accessible through a compromised/breached gate, fence, wall, etc.

*"Accessible structure"* means a structure/building that is unsecured and/or breached in such a way as to allow access to the interior space by unauthorized persons.

*"Agent"* means and refers to a trustee, a mortgage servicer and any other person authorized to act on behalf of a beneficiary with respect to a mortgage loan account, or real property which is pledged to the beneficiary as security to a mortgage loan, and for the purposes of this Chapter, the term "agent" includes any person authorized to act on behalf of a beneficiary who has completed a foreclosure of property from and after the time such beneficiary has acquired title to the property which was formerly secured by a deed of trust in favor of such beneficiary when the agent is undertaking any work or responsibility for the former beneficiary with respect to the ownership, maintenance, use or other disposition of such property, including any affiliate of such a beneficiary which acquire title to such property either, at the time of foreclosure (or recordation of a deed in lieu of foreclosure).

*"Beneficiary"* means a lender under a promissory note to pay money secured by a deed of trust on property. The word "beneficiary" as used in this Chapter means and includes any assignee or successor to such beneficiary, whether such assignee or successor acquires its interest in the beneficiary's promissory note either before a notice of default is recorded on the property securing the obligation payable to the beneficiary or after a notice of default is recorded. In the event that a property may provide security for the loan or obligation of more than one beneficiary, the beneficiary who causes its notice of default to be recorded shall be responsible for registering the property as set forth in this Chapter.

*"City"* means the City of South El Monte.

*"City Manager"* means the City Manager of the City, or his/her designee.

*"Deed in lieu of foreclosure/sale"* means an instrument that transfers ownership of a property from the trustor to the holder of a deed of trust upon consent of the beneficiary of the deed of trust.

*"Deed of trust"* means an instrument by which title to real estate is transferred to a third party trustee as security for a real estate loan. This definition applies to any and all subsequent deeds of trust, i.e., second trust deed, third trust deed, etc.

*"Default"* means the failure to fulfill a contractual obligation.

*"Default inspection"* means a physical inspection of the exterior areas of the property conducted by the beneficiary or its agent following the occurrence of a breach or event of default by the trustor under a deed of trust.

*"Evidence of vacancy"* means any fact or condition that on its own, or combined with other facts and conditions present, would lead a reasonable person to believe that the property is vacant. Such conditions include, but are not limited to, overgrown and/or dead vegetation, accumulation of newspapers, circulars, flyers and/or mail, past due utility notices and/or disconnected utilities, accumulation of trash, junk and/or debris, the absence of window coverings such as curtains, blinds and/or shutters, the absence of furnishings and/or personal items consistent with residential habitation, statements by neighbors, passersby, delivery agents, government employees that the property is vacant.

*"Foreclosure"* means the process by which a property, placed as security for a real estate loan, is sold at auction to satisfy the debt if the trustor (borrower) defaults.

*"Mortgage servicer"* or *"servicer"* means a person or entity responsible for the day-to-day management of a real estate or mortgage loan account, including collecting and crediting periodic loan payments, managing any escrow account, or enforcing mortgage loan terms, either as the holder of the loan note or on behalf of the holder of the loan note.

*"Notice of default"* means a recorded notice that states that a default has occurred under a deed of trust and that the beneficiary intends to proceed with a trustee's sale.

*"Owner"* means any person, or entity, having a legal or equitable title or any interest in any real property.

*"Owner of record"* means any person, or entity, who according to the public records contained at the Los Angeles County Recorder's Office, is the owner of a particular property.

*"Property"* means any property either zoned or used for residential purposes.

*"Securing"* means such measures as may be directed by the City Manager that assist in rendering the property inaccessible to unauthorized persons, including but not limited to the installation or repair of fences and walls, chaining/padlocking of gates, the repair or boarding of door, window and/or other openings.

*"Short-pay agreement"* means an agreement in writing in which the beneficiary agrees to release its lien on a property in return for payment of an amount less than the secured obligation affecting the property.

*"Short-pay demand statement"* means a written statement issued subsequent to and conditioned on the existence of a short-pay agreement that is prepared in response to a written demand made by a trustor or an authorized agent of such trustor, whereby a beneficiary sets forth an amount less than the outstanding debt, together with any other terms and conditions under

which the beneficiary will execute and deliver a reconveyance of the deed of trust securing the note that is the subject of the short-pay demand statement.

"Trustee" means the person, firm or corporation holding a deed of trust on a property.

"Trustor" means a borrower under a deed of trust, who deeds property to a trustee as security for the payment of a debt.

"Vacant" means any building that is unoccupied by any person, or that is occupied by an unauthorized person for any amount of time.

#### 8.31.020      Default Inspection

A. Prior to recording a notice of default on a property which is subject to a deed of trust, the beneficiary, or its agent, shall conduct a default inspection of the property.

B. When practicable, each default inspection shall be conducted upon prior reasonable notice and consent of the trustor and any occupant of the property. In instances when prior reasonable notice and consent from the trustor and any occupant cannot reasonably be obtained despite due and diligent inquiry by the beneficiary, or where the trustor or the occupant expressly refuses to give the beneficiary consent to a default inspection, the beneficiary or its agent shall conduct the default inspection of the exterior areas of the property which may be viewed from the adjacent public right-of-way or from adjacent property on which the owner or occupant of such adjacent property has consented to entry for the purpose of conducting a default inspection of the adjoining property. The beneficiary, or its agent, shall maintain a written record of the time and date of each default inspection and shall identify the individual who conducted the default inspection. The written record of each default inspection shall at a minimum indicate whether, at the time of the default inspection, the property was: (1) occupied or vacant, and if vacant, set forth facts to support the evidence of vacancy; (2) in compliance with the general maintenance and monitoring standard set forth in Section 8.31.050; and (3) if security devices have been installed on the property by either the trustor, the beneficiary or its agent, or by another entity, the default inspection report shall indicate whether the installed security devices are intact and in good and serviceable condition. A default inspection report shall contain such other property-specific information as the City Manager may direct in writing to the beneficiary.

#### 8.31.030      Registration.

A. The beneficiary, or its agent, shall register the property with the City Manager on forms provided by the City within 10 days from the date the notice of default is recorded.

B. For all property for which a notice of default has been recorded before the effective date of this ordinance, and where since that date, such notice of default has not either been rescinded or superceded, modified or amended by a subsequent notice of default recorded after the effective date of this ordinance, then in such event, the beneficiary or its agent shall register the property with the City Manager on forms provided by the City. The provisions of this Section are intended to apply to all property where: (i) a foreclosure proceeding may have been initiated prior to the effective date of this ordinance; (ii) the notice of default has not been

either rescinded or superceded, modified or amended by a separate notice of default recorded on or after the effective date of this ordinance; and (iii) the beneficiary has not completed the exercise of its remedy identified under such notice of default, for whatever reason, including without limitation one or more trial mortgage loan modification attempts by the trustor or borrower, loan forbearance by the beneficiary, beneficiary foreclosure moratorium or the effect of the pendency of bankruptcy proceedings of the trustor for which relief from stay has not been obtained from the bankruptcy court by the beneficiary.

8.31.040      Duration of Regulation Under this Chapter. The beneficiary and its agents shall be deemed exempt from further compliance with the regulations of this Chapter with respect to a property for which a notice of default has been recorded, upon the earlier of the following times:

A.      Provided that the beneficiary is not then in violation of this Chapter with respect to the particular property, the date on which the beneficiary or its agent gives the City the written notice described in Section 8.31.100.A for the particular property.

B.      Provided that the beneficiary is not then in violation of this Chapter with respect to the particular property, the date on which the beneficiary or its agent gives the City the written notice described in Section 8.31.100.B for the particular property.

8.31.050      Maintenance requirements.

A.      Properties which are abandoned shall be maintained and kept free of weeds, dry brush, dead vegetation, trash, junk, debris, building materials, any accumulation of newspapers, circulars, flyers, notices (except those required by federal, state or local law), discarded personal items including but not limited to furniture, clothing, large and small appliances, printed material or any other items that give the appearance that the property is abandoned. Such property shall be maintained free of graffiti, tagging or similar markings by removal or painting over with an exterior grade paint that matches the color of the exterior of the structure. In general, the maintenance of abandoned property shall comply with the standards set forth in Section 8.30.030 and HUD Mortgagee Letter 2007-03, dated January 25, 2007, or such other standard as may hereafter be ordered in writing by the City Manager. Adherence to the maintenance and monitoring standard set forth in this section does not relieve the beneficiary/trustee or property owner of any obligations set forth in any covenants, conditions and restrictions and/or homeowners' association rules and regulations which may apply to the property.

B.      Each property which is acquired by a beneficiary following the recordation of a notice of default, whether acquired by such beneficiary by foreclosure, deed in lieu of foreclosure, judgment of foreclosure, or in any other manner, shall be maintained by the beneficiary in accordance with the general standard set forth in Section 8.31.050.A, as long as the beneficiary owns the property.

C.      Nothing in this Section shall be deemed to prevent the City upon appropriate written application to the Superior Court, from seeking appointment of a receiver for property under applicable law, to provide appropriate preservation, maintenance, security or abatement of adverse conditions on property, or to appoint a receiver or take other action for property acquired



by the beneficiary following the recordation of a notice of default, whether acquired by such beneficiary by foreclosure, deed in lieu of foreclosure, judgment of foreclosure, or in any other manner, but which thereafter is not being maintained under the standards set forth in this Chapter. The remedies available to the City under this Chapter 8.31 are expressly declared to be cumulative with all other remedies available to the City under applicable law.

#### 8.31.060 Security requirements.

Properties which are abandoned shall be maintained by the beneficiary in a secure manner so as not to be accessible to unauthorized persons. In general, the security of abandoned property by the beneficiary shall comply with the standards set forth in Section 8.30.020, 8.30.030 and HUD Mortgagee Letter 2007-03, dated January 25, 2007, or such other standard as may hereafter be ordered in writing addressed to the beneficiary by the City Manager.

If the property is owned by a corporation or out-of-area, beneficiary/trustee/owner shall contract with a local property management company to perform weekly inspections to verify that the requirements of this section, and any other applicable law, are being satisfied.

The posting shall be no less than 18 inches by 24 inches and shall be of a font that is legible from a distance of 45 feet and shall contain the words "THIS PROPERTY IS MANAGED BY [insert name of owner or manager]" and "TO REPORT PROBLEMS OR CONCERNS CALL [insert telephone number of owner or manager] OR CALL THE CITY OF SOUTH EL MONTE AT (626) 579-6540." The notice shall be placed in a location that is visible from the street adjacent to the front lot line, in the following order: (1) interior of a window, (2) exterior of the building if no window is visible from the street, or (3) if the notice cannot be posted in either (1) or (2), in a location not readily accessible to vandals. Notices posted on exterior locations shall be constructed of and printed with weather resistant materials.

The local property management company shall make available to the City upon request written confirmation that the property has been inspected not less frequently than once per week to assist the City in determining whether the property is in compliance with the requirements of this Chapter.

#### 8.31.070 Property inspection report upon sale or transfer of property.

A. Property which is acquired by a beneficiary following the recordation of a notice of default, whether acquired by such beneficiary by foreclosure, deed in lieu of foreclosure or judgment of foreclosure, shall also be subject to compliance with the provisions of Section 8.31.080 of this Chapter, upon the sale, exchange, transfer or other conveyance of such property by the beneficiary to a third person.

B. Property which is abandoned at the time of acquisition by a beneficiary, whether acquired by such beneficiary by foreclosure, deed in lieu of foreclosure or judgment of foreclosure shall also be subject to compliance with the provisions of Section 8.31.080 of this Chapter, prior to the earlier date of either: (i) re-occupancy of such property by any tenant of the beneficiary; or (ii) sale, exchange, transfer or other conveyance of such property by the beneficiary to a third person.



C. Property which is occupied by either the trustor or a tenant of the trustor at the time of acquisition by a beneficiary, whether acquired by such beneficiary by foreclosure, deed in lieu of foreclosure or judgment of foreclosure, shall also be subject to compliance with the provisions of Section 8.31.080 of this Chapter prior to the earlier date of either: (i) the re-occupancy of such property by any successor tenant to the trustor or such other successor tenant to the tenant in possession of the property at the time of the beneficiary's acquisition of the property; or (ii) sale, exchange, transfer or other conveyance of such property by the beneficiary to a third person.

D. All property which is proposed to be transferred, sold or otherwise conveyed by a trustor to a third party bona fide purchaser following the recordation of a notice of default and the issuance by the beneficiary (or its agent) of a short-pay demand statement, shall prior to the completion of such transfer, sale or other conveyance, be subject to compliance with the provisions of Section 8.31.080 of this Chapter. The beneficiary, and each of its agents who cause to be recorded the reconveyance of the deed of trust securing the note that is subject to the short-pay agreement, shall each be responsible for obtaining compliance with Section 8.31.080 of this Chapter in the event that the bona fide purchaser may fail to provide the City with an acceptable surety for such compliance prior to the recordation of the reconveyance of the deed of trust described in the short-pay demand statement.

E. For the purpose of compliance with provisions of Section 8.31.080 of this Chapter, in the case of property sold at auction to a bona fide purchaser pursuant to the powers conferred on a trustee by a deed of trust following the recordation of a notice of default, the beneficiary under such deed of trust, and each of its agents shall be presumed to be the parties who are responsible for the completion of all needed corrections identified in the property inspection report, as provided in Section 8.31.080 unless: (i) at least one (1) business day prior to the recordation of the trustee's deed conveying such property to the bona fide purchaser following the completion of the foreclosure sale, the trustee provides a copy of the text of Chapter 8.31 to such bona fide purchaser; and (ii) the trustee provides written notice to the City Manager of the full name, address and telephone or email contact information of such bona fide purchaser within ten (10) business days following the recordation of the trustee's deed under (i), above. As used in this Section E, the words "business day" means and refers to any day of the week on which the Office of the Registrar-Recorder of Los Angeles County accepts delivery of documents and instruments from the general public for recordation in the official land records of Los Angeles County.

8.31.080      Property inspection report requirements.

A. Property Inspection Report. A beneficiary (and any of its agents), that acquire property, whether by foreclosure, deed in lieu of foreclosure, or judgment of foreclosure, or a trustor of property in which a notice of default has been recorded and the beneficiary has issued a short-pay demand statement, shall apply to the City for the preparation of a property inspection report in the case of any sale, exchange, transfer or conveyance of the property in question. The property inspection report shall be prepared by the City Manager.

B. Exceptions. The requirements of this section shall not apply to the sale, exchange, transfer or conveyance of any of the following:

1. Multifamily residential buildings containing 5 or more residential dwelling units;
2. Real property that is both vacant and unimproved; or
3. Real property that will soon be made vacant and unimproved and thereafter remain vacant and unimproved for an indefinite period of time, provided the beneficiary and its agents, or a trustor in which a notice of default has been recorded and the beneficiary has issued a short-pay demand statement, posts a demolition compliance bond and provided all demolition and debris removal is completed within 180 calendar days of the date sale, exchange, transfer or conveyance, whichever the case may be.

C. Mixed-Use Developments—Rented Units. If all residential dwelling units within the residential portion of a mixed-use development are owned by a single owner with each such unit being rented, leased, licensed or otherwise made available for residential purposes by the single owner (e.g., as would be the case with a multi-unit apartment complex), the requirements of this section shall not apply if the residential portion of the mixed-use development consists of 5 or more residential dwelling units.

D. Mixed-Use Developments—Owned Units. If 2 or more residential dwelling units within the residential portion of a mixed-use development are owned by different owners under an arrangement of separate ownership (e.g., as would be the case with a multi-unit condominium complex), the requirements of this section shall apply to the sale, exchange, transfer or conveyance of any residential unit within the residential portion of the mixed-use development.

E. Demolition Compliance Bond. In the event of any sale, exchange, transfer or conveyance of property that will soon be made vacant and unimproved with the aim of leaving said property in a vacant and unimproved state for an indefinite period of time, the beneficiary and its agents, or a trustor of property in which a notice of default has been recorded and the beneficiary has issued a short-pay demand statement, shall be required to post a demolition compliance bond to guarantee the full and timely demolition of all buildings, structures and other improvements upon the property. The amount of the demolition compliance bond shall be determined by the City Manager utilizing such criteria and methodology as may be adopted, and from time to time revised and/or modified, by City Council resolution.

F. Content of Property Inspection Report. The property inspection report shall contain the following information:

1. The street address and legal description of the subject property;
2. The zone classification;
3. The legally authorized use of the subject property;

4. The identification of all land use restrictions including, but not limited to, those imposed by way of variances, modifications, conditional use permits, subdivision maps, parcel maps and the like;

5. All corrections needed to bring the subject property into compliance with provisions of this Code relating to building and construction standards; zoning requirements and restrictions; and housing restrictions; and

6. All other corrections needed to correct any other condition constituting a violation of this Code, including, but not limited to, provisions relating to public health and safety.

G. Completion Period. Each property inspection report shall be completed within 10 city business days from the date the property in question is inspected and shall remain valid for a period of 6 months from the date of its issuance by the City Manager. If a property inspection report is not completed within the foregoing 10-day period, the requirements of this section shall be deemed waived. The foregoing notwithstanding, the waiver of the requirements of this section shall not constitute a waiver of any other requirements set forth under this Chapter nor shall such waiver preclude the City from pursuing any and all remedies available to it at law or in equity in order to enforce the requirements and standards set forth under this Code.

H. Nonliability of City for Failure to Identify all Deficiencies. In issuing a property inspection report, neither the City nor the City Manager warrant or represent that all outstanding code violations or deficiencies are stated therein. Violations and deficiencies identified in each property inspection report represent the City's best attempt to identify all outstanding violations and deficiencies, but do not necessarily represent an exhaustive listing of such violations or deficiencies. The failure of the City to identify a violation or deficiency in the property inspection report shall not prevent the City from taking all legal action available to it to cause such violation to be corrected.

J. Delivery of Report to Prospective Buyer. A beneficiary and its agents, or a trustor in which a notice of default has been recorded and the beneficiary has issued a short-pay demand statement, shall deliver the property inspection report to any bona fide purchaser attempting to acquire the subject property and within 14 calendar days thereafter shall deliver to the City Manager a delivery confirmation receipt evidencing the successful delivery of the property inspection report.

K. Time Period for Making Corrections to Property. If the subject property is in need of corrections as specified in the property inspection report, a beneficiary and its agents, or a trustor in which a notice of default has been recorded and the beneficiary has issued a short-pay demand statement, shall initiate such corrections within 30 calendar days of the date the property inspection report is issued and shall complete such corrections no later than 180 calendar days from the date the property inspection report is issued.

L. Parties Responsible for Corrections. A beneficiary and its agents, or a trustor in which a notice of default has been recorded and the beneficiary has issued a short-pay demand statement, shall be responsible for the completion of all needed corrections identified in the property inspection report. Any bona fide purchaser attempting to acquire the property may assume legal responsibility for the completion of all corrections by execution and submission of an "Acknowledgement & Assumption Affidavit" coincident with the completion of the property sale or exchange.

M. Compliance Bond. The execution of an "Acknowledgement & Assumption Affidavit" shall in turn require the posting by the buyer of a compliance bond with the City to guarantee the full and timely completion of all required corrections. The compliance bond shall be submitted at the same time as the submission of the "Acknowledgement & Assumption Affidavit" and no "Acknowledgement & Assumption Affidavit" shall be considered complete absent the posting of an adequate compliance bond. The amount of the compliance bond shall be determined by the City Manager using such criteria and methodology as may be adopted, and from time to time revised and/or modified, by City Council resolution.

N. Failure to Make Corrections. If any corrections prescribed in the property inspection report are not corrected within the time frame specified herein such failure shall constitute a violation of this Chapter.

8.31.090 Administrative memorandum with a beneficiary. Upon prior written application in a form approved by the City Manager, a beneficiary or a trustee or agent on behalf of one or more beneficiaries, may enter into a memorandum of agreement with the City for administration of the provisions of this Chapter 8.31 to one or more properties which are either owned by such beneficiary (or represented group of such beneficiaries) or for which the beneficiary has caused to be recorded a notice of default. Such a memorandum shall have a duration of not more than 12 months, unless renewed or extended by the beneficiary and the City and shall contain other provisions reasonably acceptable to the City Manager. Each memorandum of agreement shall be subject to the approval of the City Council.

8.31.100 Notice by beneficiary to city of disposition of registered property.

A. Within 10 days following the release of a notice of default and the reinstatement of the loan of the trustor, the beneficiary or its agent shall give the City written notice of such release and reinstatement.

B. Within 10 days following the sale, transfer or other conveyance to a third person of a property registered with the City under this Chapter 8.31, the beneficiary or its agent, shall give the City written notice of such sale, transfer or other conveyance together with current contact information for such bona fide purchaser/successor-in-interest to the beneficiary of such property.

8.31.110 Re-registration of property subject to this chapter.

A. The beneficiary or its agent shall annually renew a registration of each property which the beneficiary has previously registered with the City under this Chapter 8.31, and in which such beneficiary retains either an equitable or legal interest as of the first anniversary of the registration of such property with the City. The beneficiary or its agent shall re-register the property on forms provided by the City.

8.31.120 Additional authority. In addition to the enforcement remedies established in Chapters 1.14 and 1.16 of this Code, the City Manager shall have the authority to require the beneficiary/trustee/owner and/or owner of record of any property subject to this Chapter to implement additional maintenance and/or security measures including but not limited to securing any/all door, window or other openings, installing additional security lighting, increasing on-site inspection frequency, employment of an on-site security guard, or other measures as may be reasonably required to prevent the decline of the property.

8.31.130 Fees set by resolution. Fees and charges established by this Chapter 8.31 shall be set by resolution of the City Council.

8.31.140. Additional Fees Where Property Serves as Security for Multiple Liens.  
In some instances, property may be subject to the recordation of multiple notices of default by different beneficiaries or other lienholders. The City may establish fees and charges for the administration of the regulatory program established by this Chapter 8.31, which shall be applicable to the recordation of multiple notices of default by different beneficiaries or other lienholders, and such fees shall be set by resolution of the City Council.

8.31.150 Enforcement. A violation of this Chapter may be enforced by any means authorized by Chapters 1.14 and 1.16 of this Code.

8.31.160 Fine for failure to timely register a property with the city.

A. Notwithstanding any other provision of this Chapter or Chapter 1.14 to the contrary, the City may impose a fine on a beneficiary for its failure to timely register a property with the City under this Chapter 8.31 in the following amounts:

1. \$250.00 for the first violation in the 12 months preceding the date of such violation;
2. \$500.00 for the second violation in the 12 months preceding the date of such violation;
3. \$1,000.00 for the third and each subsequent violation in the 12 months preceding the date of such violation.

B. Notwithstanding any other provision of this Chapter or Chapter 1.14 or Chapter 1.16 to the contrary, the City may impose a fine on an agent of a beneficiary for its failure to timely register a property with the City under this Chapter 8.31 or to give timely notice to the City of the disposition of the registered property under Section 8.31.100.A or B, in the following amounts:

1. \$250.00 for the first violation in the 12 months preceding the date of such violation;
2. \$500.00 for the second violation in the 12 months preceding the date of such violation;
3. \$1,000 for the third and each subsequent violation in the 12 months preceding the date of such violation.

8.31.170      Special provisions where property is encumbered with the security interests of multiple beneficiaries.

A. In the event that a property is encumbered by the security interests of more than one beneficiary at the time when a notice of default is recorded, the beneficiary who causes a notice of default for its security interest to be recorded shall be responsible for registering the property with the City as provided in Section 8.31.030 and 8.31.110.

B. Upon the recordation of a notice of default on a property by any beneficiary, regardless of the security lien interest priority of such beneficiary in the property in relation to the priority of the security interests of the other beneficiaries in the same property, the City, in its discretion may elect to enforce the provisions of this Chapter 8.31 against one or more beneficiaries who have not separately recorded a notice of default against the property.

8.31.180      Appeals.      Any person aggrieved by any of the requirements of this Chapter, or by an order of the City Manager, may appeal such matter to the City Council as provided in Chapter 1.14 of this Code.

8.31.190      Violation/penalty.      Any person, firm or corporation that violates any portion of this Chapter shall be subject to prosecution under Section 1.16.010 and administrative enforcement under Chapter 1.14 of this Code.

8.31.200.      Unlawful Auction Sale by Trustee/Penalty.

A. It is unlawful for a trustee to sell a property at auction, pursuant to the powers conferred on such trustee by a deed of trust, to a bona fide purchaser following the recordation of a notice of default, unless the property sold at auction has been registered with the City as set forth under Section 8.31.030 by the beneficiary or its agent for at least 30 days prior to date on which the notice of sale for such property has been recorded which sets the initial time and date of the auction.

B. A violation of subsection A of this Section shall be subject to prosecution under Section 1.16.010 and/or administrative enforcement under Chapter 1.14 of this Code.

8.31.210      Unlawful Participation by Trustee in Short Pay Agreement/Short Sale/ Penalty.

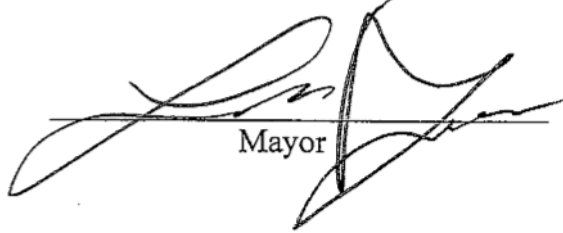
A. It is unlawful for a trustee to release and reconvey a deed of trust following the issuance of a short pay demand statement pursuant to the powers conferred on such trustee by a

deed of trust following the recordation of a notice of default, unless the property which is the subject of the short pay demand statement has been registered with the City as set forth under Section 8.31.030 by the beneficiary or its agent.

B. A violation of subsection A of this Section shall be subject to prosecution under Section 1.16.010 and administrative enforcement under Chapter 1.14 of this Code.”

**SECTION 3.** The City Clerk is directed to certify to the passage and adoption of this Ordinance and to cause this Ordinance to be posted or published as required by law.

PASSED, APPROVED, AND ADOPTED this 23<sup>rd</sup> day of October, 2012.

  
Mayor

ATTEST:

  
City Clerk

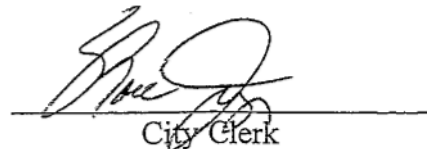
APPROVED AS TO FORM:

  
City Attorney

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

I, Rose Juarez, City Clerk for the City of South El Monte, hereby certify that the foregoing Ordinance, being Ordinance No 1168, 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 23<sup>rd</sup> day of October, 2012, and that said Ordinance was adopted by the following vote:

AYES:       Delgado, Garcia, Gonzales, Ili, (Mayor) Aguinaga  
NOES:       None  
ABSENT:     None  
ABSTAIN:    None

  
City Clerk



RESOLUTION NO. 12-77

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH EL MONTE ADOPTING A FEE AND CHARGE FOR THE FORECLOSURE PROPERTY REGISTRATION PROGRAM

**SECTION 1.** The City of South El Monte has conducted an analysis of its services, the costs reasonably borne of providing those services, the beneficiaries of those services and the revenues produced foreclosure property registration program; and

**SECTION 2.** The City wishes to comply with both the letter and the spirit of the California Constitution and limit the growth of taxes; and

**SECTION 3.** The City has established a policy of recovering the full costs reasonably borne of providing special services of a voluntary and limited nature; such that general taxes are not diverted from general services of a broad nature, and thereby utilized to subsidize unfairly and inequitably such special services; and

**SECTION 4.** The fee proposed to be implemented is regulatory in nature and is intended for reimbursement of the reasonable costs incurred in implementing and operating the foreclosure property registration program and for inspection and enforcement of the program; and

**SECTION 5.** Pursuant to those various sections of the California Government Code which require that specific fees to be charged for services must be adopted by the City Council by Resolution, after providing notice and holding a public hearing; and

**SECTION 6.** Pursuant to the applicable provisions of State Law a general explanation of the fee and charge contained in this Resolution has been published as required;

**SECTION 7.** All legal prerequisites have occurred prior to the adoption of this resolution.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SOUTH EL MONTE THAT BY ADOPTION OF THIS RESOLUTION:

1. The City Council finds that the above recitations are true and correct and, accordingly, are incorporated as a material part of this Resolution.

2. The fee and charge, are listed in Attachment A, is hereby directed to be computed by and applied by the various City Departments, and to be collected by the Community Development Department for the herein listed special service when provided by the City or its designated contractors.

3. This Resolution may be interpreted by the several City Department heads in consultation with the City Manager and, should there be a conflict between the fee adopted by this Resolution and any other fee or charge, then the lower in dollar amount of the two shall be applied.

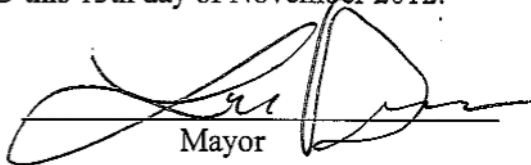


4. If any section, subsection, sentence, clause, phrase, or portion of this Resolution is for any reason held to invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Resolution. The City Council of the City of South El Monte hereby declares that it would have adopted this Resolution and each section, subsection, sentence, clause, phrase, or portion thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions be declared invalid or unconstitutional.

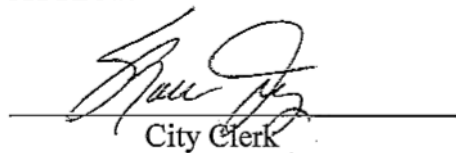
**SECTION 8.** This Resolution shall go into full force and effect immediately, but the individual fees shall become effective as provided by the applicable provisions of State Law.

**SECTION 9.** The City Clerk shall certify to the passage and adoption of this resolution.

PASSED, APPROVED, AND ADOPTED this 13th day of November 2012.

  
Mayor

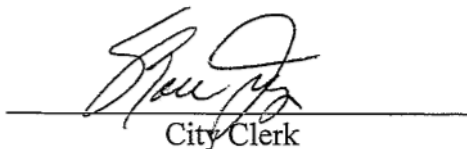
ATTEST:

  
City Clerk

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

I, Rose Juarez, City Clerk of the City of South El Monte, do hereby certify that the foregoing Resolution, being Resolution No. 12-77, was duly passed and approved by the City Council of South El Monte, at a regular meeting of said Council held the 13th day of November 2012, and that said Resolution was passed by the following vote:

AYES:           Delgado, Garcia, Gonzales, Ili, (Mayor) Aguinaga  
NOES:           None  
ABSENT         None  
ABSTAIN:       None

  
City Clerk

## Attachment A

### Total Hours

### Yearly Fee

| <b>Department Staff</b>        | <b>1<sup>st</sup> Yr. /</b> | <b>2<sup>nd</sup> Yr.</b> | <b>1<sup>st</sup> Year</b> | <b>2<sup>nd</sup> Year/<br/>Recurring</b> |
|--------------------------------|-----------------------------|---------------------------|----------------------------|-------------------------------------------|
| Code Enforcement Officer       | 2 hr.                       | 2 hr.                     | \$52                       | \$52                                      |
| Community Development Director | 1 hr.                       | 1/2                       | \$63                       | \$31                                      |
| Departmental Secretary         | 1 hr.                       | 1 hr.                     | \$25                       | \$25                                      |
| Assistant City Manager         | 1/2                         | 0                         | \$35                       | \$0                                       |
| City Attorney Fee              | 1                           | 1/2                       | \$200                      | \$100                                     |
| Initial Inspection Fee         | 2                           | 1                         | \$200                      | \$80                                      |
| <b>Totals</b>                  |                             |                           | <b>\$575</b>               | <b>\$288</b>                              |

**ATTACHMENT B**

**AFFIDAVIT OF NON-COLLUSION**

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

I state that:

- 1) The price(s) and amount of this Offer have been arrived at independently and without consultation, communication or agreement with any other Proposer or potential Proposer.
- 2) That neither the price(s) nor the amount of this Offer, and neither the approximate price(s) nor approximate amount of this Offer, have been disclosed to any other firm or person who is a Proposer or potential Proposer, and they will not be disclosed before Solicitation opening.
- 3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit an Offer higher than this Offer, or to submit any intentionally high or noncompetitive Offer or other form of complementary Offer.
- 4) The Offer of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Offer.
- 5) \_\_\_\_\_ (name of firm), its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted of or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as described in the attached appendix. I state that \_\_\_\_\_ (name of firm) understands and acknowledges that the above representations are material and important and will be relied on by the City of South El Monte in awarding the contract(s) for which this Offer is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the City of South El Monte of the true facts relating to the submission of Offers for this contract.

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Name of Company/Position)

Sworn to and subscribed before me this day \_\_\_\_\_ of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public for California

My Commission Expires: \_\_\_\_\_

## **ATTACHMENT C**

### **CLAIMS HISTORY**

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

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

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

**ATTACHMENT D**  
**SPECIAL REQUIREMENTS**

Insurance required under this Agreement shall be governed by the agreement with the City. Generally the insurance requirements are as follows:

1. Commercial general liability insurance with coverage in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage.
2. Automobile Liability covering bodily injury, property damage, 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.
3. Professional Liability Insurance in the minimum amount of \$1,000,000 per claim and in the aggregate.
4. Workers' Compensation Insurance in the minimum amount of at least \$1,000,000.

**ATTACHMENT E**

**SAMPLE PROFESSIONAL SERVICES AGREEMENT**

**CONTRACT SERVICES AGREEMENT**

**By and Between**

**CITY OF SOUTH EL MONTE**

**and**

---

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

---

THIS CONTRACT SERVICES AGREEMENT (herein “Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between the CITY OF SOUTH EL MONTE, a municipal corporation (“City”) and \_\_\_\_\_ (herein “Consultant”).

NOW, THEREFORE, the parties hereto agree as follows:

**1. SERVICES OF CONSULTANT**

1.1 Scope of Services. In compliance with all of the terms and conditions of this Agreement, the Consultant shall perform the work or services as set forth in the “Scope of Services” attached hereto as Exhibit “A” and incorporated herein by reference. Consultant warrants that it has the experience and ability to perform all work and services required hereunder and that it shall diligently perform such work and services in a professional and satisfactory manner.

1.2 Compliance With Law. All work and services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State, or local governmental agency of competent jurisdiction.

1.3 California Labor Law. If the Scope of Services includes any “public work” or “maintenance work,” as those terms are defined in California Labor Code section 1720 *et seq.* and California Code of Regulations, Title 8, Section 16000 *et seq.*, and if the total compensation is \$1,000 or more, Consultant shall pay prevailing wages for such work and comply with the requirements in California Labor Code section 1770 *et seq.* and 1810 *et seq.*, and all other applicable laws.

1.4 Licenses, Permits, Fees, and Assessments. Consultant shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the services required by the Agreement.

1.5 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.

**2. COMPENSATION**

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the “Schedule of Compensation” attached hereto as Exhibit “C” and incorporated herein by this reference, but not exceeding the maximum contract amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) (“Contract Sum”).

2.2 Invoices. Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by

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

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

2.3 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the City's Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual cost of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum but not exceeding a total contract amount of Five Thousand Dollars (\$5,000) or in the time to perform of up to ninety (90) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. 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.

### **3. PERFORMANCE SCHEDULE**

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

3.2 Schedule of Performance. Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but shall not exceed thirty (30) days cumulatively.

3.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the



fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy is limited to an extension of time pursuant to this Section.

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

#### **4. COORDINATION OF WORK**

4.1 Representative of Consultant. \_\_\_\_\_ is hereby designated as being the representative of Consultant authorized to act on its behalf with respect to the work and services specified herein and make all decisions in connection therewith. All personnel of Consultant and any authorized agents shall be under the exclusive direction of the representative of Consultant. Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, and shall keep City informed of any changes.

4.2 Contract Officer. \_\_\_\_\_ [or such person as may be designated by the City Manager] is hereby designated as being the representative authorized by the City to act on its behalf with respect to the work and services specified herein and to make all decisions in connection therewith ("Contract Officer").

4.3 Prohibition Against Subcontracting or Assignment. Consultant shall not contract with any entity to perform in whole or in part the work or services required hereunder without the express written approval of the City. Neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of City. Any such prohibited assignment or transfer shall be null and void.

4.4 Independent Consultant. Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth. Consultant shall perform all services required herein as an independent contractor of City with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City, or that it is a member of a joint enterprise with City. Consultant represents and warrants that the personnel used to provide services to the City pursuant to this Agreement are classified by Consultant as employees and that Consultant issues or will issue a W-2 to such personnel.

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

## **5. INSURANCE AND INDEMNIFICATION**

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

(a) General Liability Insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

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

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

(d) Workers' Compensation Insurance. Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance in the minimum amount of at least \$1,000,000.

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

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

## 5.2 General Insurance Requirements.

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

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

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

(d) City's Rights Of Enforcement. In the event any of Consultant's insurance policies as required under this Agreement does not comply with these specifications, or is canceled and not replaced, City has the right, but not the duty, to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold an amount sufficient to pay the insurance premium from Consultant payments. In the alternative, City may terminate this Agreement in its entirety.

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

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

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

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

(i) Notice Of Cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day advance 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, agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess or umbrella liability policies.

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

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

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

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

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

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

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

5.3 Indemnification. To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, invitees, or any individual or entity for which Consultant is legally liable ("indemnitors"), or arising from Consultant's or indemnitors' reckless or willful misconduct, or arising from Consultant's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, except claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination or expiration of this Agreement.

## **6. RECORDS, REPORTS, AND RELEASE OF INFORMATION**

6.1 Records. Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the City's Contract Officer to evaluate the performance of such services and shall keep such records for a period of three years following completion of the services hereunder. 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.

6.2 Reports. Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement or as the Contract Officer shall require.

### **6.3 Confidentiality and Release of Information**

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in

the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than the City without prior written authorization from the Contract Officer.

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

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

(d) Consultant shall promptly notify the City should Consultant be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admission or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. The City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with the City and to provide the City with the opportunity to review any response to discovery requests provided by Consultant.

6.4 Ownership of Documents. All studies, surveys, data, notes, computer files, reports, records, drawings, specifications, maps, designs, photographs, documents and other materials (the “documents and materials”) prepared by Consultant in the performance of this Agreement shall be the property of the City and shall be delivered to the City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by the City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Moreover, Consultant with respect to any documents and materials that may qualify as “works made for hire” as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed “works made for hire” for the City.

## **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. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

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

may be extended, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article.

7.3 Legal Action. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code Sections 905 *et. seq.*, and 910 *et. seq.*, in order to pursue any legal action under this Agreement.

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.

7.4 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' advance written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be shorter at the discretion of the Contract Officer. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be shorter at the discretion of the Consultant. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder, but not exceeding the compensation provided therefore in the Schedule of Compensation as detailed in Exhibit "C". 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.

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



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

## **8. MISCELLANEOUS**

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

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

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

8.4 Integration; Amendment. 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. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

8.5 Severability. In the event that part of 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 portions 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.

8.6 Waiver. No delay or omission in the exercise of any right or remedy by the non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. 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.

8.7 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 any be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees, whether or not the matter proceeds to judgment.

8.8 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.

8.9 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.

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

Consultant's Authorized Initials \_\_\_\_\_

8.11 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 The 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

**CONSULTANT:**

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On \_\_\_\_\_, 2024 before me, \_\_\_\_\_, personally appeared \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: \_\_\_\_\_

### OPTIONAL

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

#### CAPACITY CLAIMED BY SIGNER

#### DESCRIPTION OF ATTACHED DOCUMENT

☐

INDIVIDUAL

☐

CORPORATE OFFICER

\_\_\_\_\_  
TITLE(S)

\_\_\_\_\_  
TITLE OR TYPE OF DOCUMENT

☐

PARTNER(S)

☐

LIMITED

☐

GENERAL

\_\_\_\_\_  
NUMBER OF PAGES

☐

ATTORNEY-IN-FACT

☐

TRUSTEE(S)

☐

GUARDIAN/CONSERVATOR

☐

OTHER \_\_\_\_\_

\_\_\_\_\_  
DATE OF DOCUMENT

#### SIGNER IS REPRESENTING:

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

\_\_\_\_\_  
SIGNER(S) OTHER THAN NAMED ABOVE

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On \_\_\_\_\_, 2024 before me, \_\_\_\_\_, personally appeared \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: \_\_\_\_\_

### OPTIONAL

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

#### CAPACITY CLAIMED BY SIGNER

#### DESCRIPTION OF ATTACHED DOCUMENT

☐

INDIVIDUAL

☐

CORPORATE OFFICER

\_\_\_\_\_  
TITLE(S)

\_\_\_\_\_  
TITLE OR TYPE OF DOCUMENT

☐

PARTNER(S)

☐

LIMITED

☐

GENERAL

\_\_\_\_\_  
NUMBER OF PAGES

☐

ATTORNEY-IN-FACT

☐

TRUSTEE(S)

☐

GUARDIAN/CONSERVATOR

☐

OTHER \_\_\_\_\_

\_\_\_\_\_  
DATE OF DOCUMENT

#### SIGNER IS REPRESENTING:

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

\_\_\_\_\_  
SIGNER(S) OTHER THAN NAMED ABOVE

**EXHIBIT "A"**

**SCOPE OF SERVICES**

- I. Consultant will perform the following services:**
  - A.
  - B.
  - C.
- II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the City:**
  - A.
  - B.
  - C.
- III. In addition to the requirements of Section 6.2, during performance of the Services, Consultant will keep the City updated of the status of performance by delivering the following status reports:**
  - A.
  - B.
  - C.
- IV. All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.**
- V. Consultant will utilize the following personnel to accomplish the Services:**
  - A.
  - B.
  - C.

**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. Consultant shall perform the following Services at the following rates:**

|    |        | RATE  | TIME  | SUB-BUDGET |
|----|--------|-------|-------|------------|
| A. | Task A | _____ | _____ | _____      |
| B. | Task B | _____ | _____ | _____      |
| C. | Task C | _____ | _____ | _____      |
| D. | Task D | _____ | _____ | _____      |
| E. | Task E | _____ | _____ | _____      |

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

**III. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task sub-budget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 2.3.**

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

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

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

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



**EXHIBIT “D”**

**SCHEDULE OF PERFORMANCE**

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

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

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

- A.
- B.
- C.

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



## City Council Agenda Report

### Agenda Item No. 7.e.

**DATE:** November 12, 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 FOR AUTHORIZATION TO ADVERTISE NOTICE INVITING BIDS (NIB) FOR SOUTH EL MONTE SYSTEMIC SAFETY IMPROVEMENTS AT SIGNALIZED INTERSECTIONS (HSIP CYCLE 11 PROJECT)

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**SUMMARY:** Staff seeks City Council approval to advertise for construction bids for South El Monte Systemic Safety Improvements at Signalized Intersections (HSIP Cycle 11 Project).

**RECOMMENDED ACTION:** Staff recommends City Council approve the construction bid package to solicit bids for South El Monte Systemic Safety Improvements at Signalized Intersections (HSIP Cycle 11 Project).

**FISCAL/FINANCIAL IMPACT:** The City received approval of funds in the amount of \$637,020 from Caltrans through the HSIP program for this project. These funds will cover the design and construction of the proposed improvements. As part of HSIP program requirements, the City will provide \$70,780 (10%) through Measure R Local Match funds to meet the local match requirement on the project. The funds from Caltrans works on reimbursement basis, and staff will coordinate such reimbursement throughout the project. Staff will return to City Council to establish final construction budget and confirm funding availability after construction bids are received.

**DISCUSSION:** The proposed safety improvements include installation of raised pavement markers, striping, pedestrian crosswalks and traffic signal adjustments (implementation of leading pedestrian interval (LPI)) at various signalized intersections. The improvement locations are shown on Attachment B – Project Locations Map.

On March 12, 2024, the City Council authorized staff to issue a RFP for Design Services for South El Monte Systemic Safety Improvements at Signalized Intersections (HSIP Cycle 11 Project, HSIPL-5352(025)).

On April 23, 2024, the City Council awarded a professional services agreement (PSA) to Kimley-Horn and Associates, Inc. for design services for South El Monte Systemic Safety Improvements at Signalized Intersections (HSIP Cycle 11 Project, HSIPL-5352(025).

In September 2024, Kimley-Horn and Associates, Inc. completed the design phase for the subject project, and the City staff coordinated the necessary approvals with Caltrans to proceed with construction phase of the project.

Staff recommends City Council approve the construction bid package to solicit bids for South El Monte Systemic Safety Improvements at Signalized Intersections (HSIP Cycle 11 Project, HSIPL-5352(025).

Staff report was jointly prepared by Senior Public Works Analyst Andrés González and the TransTech team.

**ATTACHMENT(S):**

- A. Notice Inviting Bids
- B. Project Locations Map

**ATTACHMENT A**  
**NOTICE INVITING BIDS**  
**FOR**  
**Systemic Safety Improvements at Signalized Intersections**  
**Caltrans Project No.: HSIPL-5352(025)**  
**City Project No.: 607**

**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 11:00 AM on December 11, 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 installation of raised pavement markers, striping, pedestrian crosswalks and traffic signal adjustments (implementation of leading pedestrian interval (LPI)) at various signalized intersections. 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](mailto: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 160 working days (including long lead time material procurement) 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 \$420,000.

**MANDATORY PRE-BID MEETING AND SITE VISIT.** None held.

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

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

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

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

**LICENSES.** Each Bidder shall possess a valid Class A 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.

**LIQUIDATED DAMAGES.** Liquidated damages is \$500 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

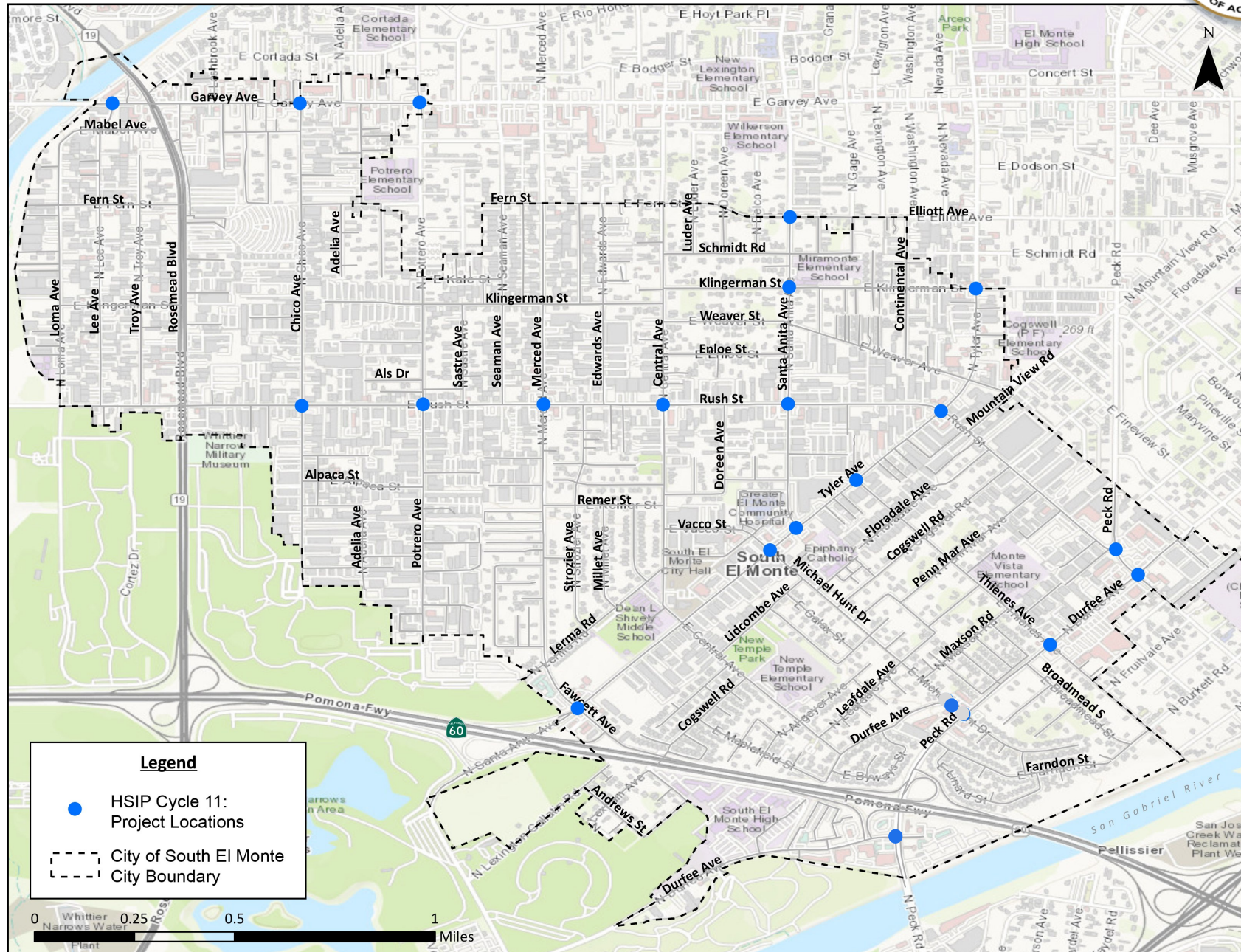
[okan.demirci@transtech.org](mailto:okan.demirci@transtech.org)

All inquiries must be submitted in writing.



## City of South El Monte

## ATTACHMENT B





## City Council Agenda Report

### Agenda Item No. 7.f.

**DATE:** November 12, 2024

**TO:** Honorable Mayor and Members of the City Council

**APPROVED BY:** Rene Salas, City Manager

**SUBMITTED BY:** Guillermo Arreola, Director of Community Development

**SUBJECT:** AUTHORIZATION TO RE-ISSUE REQUEST FOR PROPOSALS (RFP) FOR THE ADMINISTRATION OF THE CALHOME OWNER-OCCUPIED HOME REPAIR PROGRAM AND THE FIRST TIME HOMEBUYER'S PROGRAM

---

**SUMMARY:** Staff seeks authorization to re-solicit proposals for the CalHome Owner-Occupied Home Repair Program and the Permanent Local Housing Allocation (PLHA) First Time Home Buyer Program, that was initially issued on August 1, 2024.

**RECOMMENDED ACTION:** Staff recommends City Council authorize staff to reissue the RFP to solicit proposals to administer the CalHome Owner-Occupied Home Repair program and the First Time Home Buyer Program.

**FISCAL/FINANCIAL IMPACT:** There is no fiscal impact associated with approval of the RFP and authorization to solicit proposals.

**DISCUSSION:** On August 1, 2024, staff issued a Request for Proposal ("RFP") to solicit proposals to administer the CalHome Owner-Occupied Home Repair Program and the First Time Home Buyer Program. Responses to the RFP were due on August 31, 2024. The City did not receive any responses. Accordingly, staff is requesting the City Council authorize staff to reissue the RFP. Staff will be reaching out to consultants so that staff can provide these consultants with the RFP in an effort to receive responses this time around.

The RFP will be issued November 14, 2024 and responses to the RFP will be due on December 14, 2024, no later than 5:00 p.m.

**ATTACHMENT(S):**

A. RFP



**ATTACHMENT A**

**Request For Proposals (RFP)**

**To Provide Housing Services to Administer  
the Owner-Occupied Home Repair Program  
and the First Time Home Buyer Program**

**November 14, 2024**



**DELIVERY ADDRESS**

City of South El Monte  
City Clerk's Office  
1415 Santa Anita Ave.  
South El Monte, CA 91733  
Attn: Guillermo Arreola  
Community Development Director

**CONTACT INFORMATION FOR INQUIRIES**

contact via e-mail only, no telephone calls  
Guillermo Arreola  
Director of Community Development  
[garreola@soelmonte.org](mailto:garreola@soelmonte.org)

**REQUIRED NUMBER OF PROPOSALS**

Two (2) hard copies and one (1) electronic  
copy (pdf)

**PROPOSAL DUE DATE**

November 14, /2024 at 5:00 p.m.

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| 11. Questions Regarding this RFP                              | Page 7 |
| 12. Proposal Submittal Protocol                               | Page 7 |
| 13. Pre-Contractual Expenses in Responding to RFP Preparation | Page 8 |

### Attachments:

- Attachment A – CalHome Reuse Guidelines
- Attachment B – Affidavit of Non-Collusion
- Attachment C – Claims History
- Attachment D – Special Requirements
- Attachment E – Sample Professional Services Agreement

## **1. GENERAL INFORMATION**

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

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

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

## **2. PROJECT DESCRIPTION**

The City of South El Monte is seeking proposals from qualified individuals and/or firms to administer the City's Owner-Occupied Home Repair Program, the First-Time Homebuyer loan, and Homeownership Opportunities. The program will be funded from the City's CalHome Reuse account, Permanent Local Housing Allocation Program (PLHA), and could be supplemented in the future with other sources. All rehabilitation projects, Mortgage Assistance, and Homeownership opportunities will be subject to program guidelines, including reporting, and disbursement procedures.

The selected individual or firm will be required to assign a representative to the City who will be responsible for the requested services. The individual will be required to meet regularly with the City's representative to provide requested information, and as necessary to ensure proper implementation of and completion of funded projects, and submission of required reporting. The City intends to enter into a three-year agreement with the selected individuals and/or firms. The individuals and/or firms' performance will be reviewed each year, as it is the City's option to continue the contracted services for the second and third years.

## **3. SCOPE OF SERVICES**

The City was a recipient of CalHome funding in 2011 from the California Department of Housing and Community Development (HCD). The City used its funding at that time to assist with rehabilitation projects. As loans have been paid back, the City has accumulated funds in its reuse account. These funds are now available to make new loans for the Owner-Occupied Home Repair Program and the First-Time Homebuyer Loan Program. In addition, the City has an annual allocation from the Los Angeles County Development Authority (LACDA) through the Urban County Cooperation Agreement for PLHA designated to Homeownership opportunities, including, but not limited to, down payment assistance. The consultant must provide monthly updates to the Community Development Analyst relating to housing rehabilitation projects and First-Time Homebuyer that are pending, under construction, completed, etc.

The ideal consultant must have successfully administered a homebuyer program for a minimum of two years within the four years immediately preceding the application. In addition, the consultant must also be familiar with single-family residential construction improvements, preparing detailed work write-ups, reviewing income documentation to qualify and approve applicants, preparing residential construction contracts and agreements, preparing deeds of trusts, and reviewing contractor invoices. The consultant must have experience in loan processing, appraisals, and underwriting services. The consultant must ensure that the City's Reuse/PLHA programs comply with requirements of the source(s) of the funds being used and any other legal requirements that may apply. The consultant must maintain the utmost accuracy in documentation and filing system that meets or exceeds the requirements of the funding source.

#### **4. COMPENSATION**

The CalHome Reuse and PLHA program allows a 5% loan servicing fee of the allocation for costs related to the administration of the Activity(ies) for which the allocation was made. The Consultant shall provide the administrative cost percentage per project that shall not be exceeded. All administrative fees shall be covered via HCD/LACDA funds. The Consultant shall provide a breakdown of the fees charged per task that comprise the percentage.

#### **5. KEYPERSONNEL**

It is imperative that the key personnel providing the consulting services have the background, experience, and qualifications to complete the project. The City reserves the right to approve all key personnel individually for work on this contract. All key staff shall be named in the contract. After the contract is signed, the proposer may not replace key staff unless their employment is terminated or agreed upon by the City. The City must approve replacement staff before a substitute person is assigned to the project.

The City reserves the right to request that the proposer replace a staff person assigned to the contract should the City consider such a replacement to be for the good of the project.

#### **6. CITY'S STANDARD PROFESSIONAL SERVICE AGREEMENT**

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

#### **7. INSURANCE COVERAGE LIMITS AND REQUIREMENTS**

Consultant shall provide Insurance Coverage Limits and Requirements as indicated in this RFP as provided in Attachment E.

## 8. CONSULTANT SELECTION METHODOLOGY

The proposals will be evaluated based upon several factors. These factors may include:

| <b>Evaluation Criteria</b>                                                                                     | <b>Max Points</b> |
|----------------------------------------------------------------------------------------------------------------|-------------------|
| Completeness of the proposal and compliance with the required RFP Format                                       |                   |
| Project understanding, scope and approach to develop the project efficiently                                   |                   |
| Experience and qualifications of key staff                                                                     | 25                |
| Similar project experience, including familiarity with State and Federal procedures                            |                   |
| Effectiveness of Project Schedule showing how the proposer will be able to complete the design within required | 15                |
| <b>Total Points</b>                                                                                            | 100               |

As part of the evaluation, the City will also contact references listed in the proposal.

The City Selection Panel will review the proposals received, and rank them based on the above criteria, and establish highest ranked consultant. The City may choose not to conduct oral interviews and negotiate a contract with the highest ranked consultant after the evaluation of written proposals.

At the City's discretion, the City may also conduct oral interviews with the top 3 ranked consultants. If oral interviews are conducted, the City will inform the selected proposers and provide the evaluation criteria for oral interviews at that time. After evaluations, the City will select the consultant who has is ranked highest.

After ranking, cost negotiations will begin with the most qualified consultant and only their cost proposal will be opened. Should negotiations fail or result in a price that the local agency does not consider fair and reasonable, negotiations must be formally terminated, and the local agency must then undertake negotiations with the second most qualified consultant. If the negotiations with the second most qualified firm are not successful, negotiations must be formally terminated and the local agency must then undertake negotiations with the third most qualified consultant, and so on, until the price is determined to be fair and reasonable by the local agency.

## 9. CONTRACT AWARD

Any contract resulting from this RFP will be awarded to a firm whose Proposal meet the technical requirements of the RFP and is evaluated as the highest ranked proposal. Proposals will be ranked in accordance with the evaluation criteria stated in this RFP. Negotiations regarding a fair and reasonable price will occur subsequent to consultant selection. Should the City be unable to obtain a fair and reasonable price through negotiations with the highest qualified proposer, the City shall enter into negotiations with the next highest qualified proposer and may award that contract if the parties are able to arrive at a fair and reasonable price. If that is unattainable, the City shall enter into negotiations with the next highest qualified proposer in sequence until an agreement is reached.

## **10. REQUIRED FORMAT FOR TECHNICAL PROPOSAL SUBMITTAL**

Please submit your Technical Proposal in the format specified below:

**Cover Letter:** Emphasize strong points of the project team and the firm's experience. Include the name, address, telephone number, title, and signature of the firm's contact person for this proposal. The cover letter shall state that the submittal is valid for 120 days.

**Table of Contents:** Provide contents of proposal.

### **Section 1. Approach and Scope of Work:**

Provide your understanding of the project and describe your approach. Provide a detailed scope of work that you or your firm will utilize in providing requested services in efficient and cost-effective manner. In your approach, describe methods that you will use for quality control, budget/cost control, schedule control, and document control.

### **Section 2. Schedule:**

Provide a detailed schedule showing project tasks, durations, start and completion dates, time allocations for City review and other regulatory agency review and any outside agencies that may be involved in the review and approval process.

### **Section 3. Project Team, Key Personnel and Resumes:**

Provide an organization chart showing the names and responsibilities of key personnel and subconsultants. Provide resumes of all key personnel identified in the organization chart.

### **Section 4. Qualifications:**

Provide qualifications of the consulting firm and sub-consultants. The consultant is required to possess at least four (4) years of direct experience in delivering underwriting, loan servicing, escrow, and fund disbursement services at a city of a similar size.

### **Section 5. References:**

Provide five public agency references for similar projects.

### **Section 6. City's Standard Professional Service Agreement:**

The referenced Attachment E is the City's Sample Standard Professional Services Agreement, which will be executed by the selected consultant. Proposers shall review the Agreement and provide a statement that they will comply with all aspects of the Agreement or provide any comments that they would like the City to consider. Please note that the City does not guarantee that any revisions to the contract will be accepted. The selected consultant shall be prepared to execute the contract as is, if the City does not accept any changes provided by the consultant.

## **Section 7. Addenda Acknowledgement:**

If any Addenda is issued by the City, the proposers shall include an acknowledgement of receiving such Addenda and their agreement with the terms and conditions stated in such Addenda. If no Addenda is issued, proposers shall state so in this section.

## **Section 8. Required Attachments:**

Below attachments shall be signed and submitted with the proposal:

- Attachment B – Affidavit of Non-Collusion
- Attachment C – Claims History

## **11. QUESTIONS REGARDING THIS RFP**

All questions regarding this RFP must be submitted via email:

Guillermo Arreola  
Director of Community Development  
[garreola@soelmonte.org](mailto:garreola@soelmonte.org)

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

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

## **12. PROPOSAL SUBMITTAL PROTOCOL**

In order to be considered in the selection process, interested parties shall submit two (2) copies and one (1) electronic copy (pdf) of their Proposals no later than 5:00 PM, December 14, 2024, to:

City of South El Monte  
City Clerk's Office  
1415 Santa Anita Ave.  
South El Monte, CA 91733  
Attn: Guillermo Arreola, Director of Community Development

Late proposals will not be accepted.

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

### **13. PRE-CONTRACTUAL EXPENSES IN RESPONDING TO THE RFP PREPARATION**

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

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

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

## **END OF RFP**

### **ATTACHMENTS**

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|                                                       |
|-------------------------------------------------------|
| Attachment A – CalHome Reuse Guidelines               |
| Attachment B – Affidavit of Non-Collusion             |
| Attachment C – Claims History                         |
| Attachment D – Special Requirements                   |
| Attachment E – Sample Professional Services Agreement |



# Attachment A

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                              |                                                 |                                                                                       |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------|---------------------------------------------------------------------------------------|
| STATE OF CALIFORNIA                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                              | Department of Housing and Community Development |                                                                                       |
| CalHome Program Guideline Checklist<br>REUSE ACCOUNT PLAN                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                              |                                                 |                                                                                       |
| 12/2019                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                              |                                                 |                                                                                       |
| <b>Contractor Name:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | City of South El Monte with NHSLA                                                                                                                                                                                            |                                                 |                                                                                       |
| <b>Contract #:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | 20-CalHome-16027                                                                                                                                                                                                             |                                                 |                                                                                       |
| <p>The CalHome Program Standard Agreement requires that the Contractor prepare Reuse Program Guidelines governing its Mortgage Assistance and/or Owner-Occupied Rehabilitation program. The guidelines should be a comprehensive and clearly written statement of the underwriting policies and procedures for the applicable program activities and should include the items listed below.</p> <p><b>Attach a copy of your Reuse Program Guidelines to this checklist and submit to Housing Community Development for approval prior to the first draw request. If you are operating both a Mortgage Assistance Program and an OOR Program using CalHome Reuse funds, provide a completed checklist and a set of Program Guidelines for each program.</b></p>                                                          |                                                                                                                                                                                                                              |                                                 |                                                                                       |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                              |                                                 | Page(s)                                                                               |
| 1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Plan provides for a detailed tracking system to document the source of funds (e.g., Borrower name, loan/reference number, grant year, separate entries to account for principal and interest, etc.)                          |                                                 | 1                                                                                     |
| 2                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Plan provides for a tracking system to ensure reuse of funds are for appropriate activities as follows:                                                                                                                      |                                                 | 1                                                                                     |
| a.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Loans to individual homeowners or homebuyers as allowed pursuant to CalHome Program requirements                                                                                                                             | 1                                               |                                                                                       |
| b.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Cost of Homebuyer education for <i>each mortgage assistance loan</i> made from the reuse account for education provided to each first-time homebuyer pursuant to the requirements of the CalHome Program                     | 2                                               |                                                                                       |
| c.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | CalHome activity delivery fee, in accordance with CalHome Program requirements                                                                                                                                               | 2                                               |                                                                                       |
| d.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Up to 5% of funds deposited may be used for loan servicing costs of the Contractor's or of a third party contracted by the Recipient to perform loan servicing                                                               | 2                                               |                                                                                       |
| 3                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | If Owner-Occupied Rehabilitation activities have been or will be performed, the Plan specifies the process for reconciling the amount loaned to the amounts used, and the deposit of any unused funds into the Reuse Account |                                                 | 2                                                                                     |
| <p><i>Although the Department has reviewed the critical components listed above, the Contractor agrees at all times to act with respect to the CalHome Program, CalHome activities, and use of funds committed herein shall be in conformity with all laws applicable to the CalHome Program. This includes those of the State of California, all federal laws, all local rules or ordinances, all requirements of the CalHome Program including the CalHome Statutes and Regulations. In such, if the Department approves the guidelines in error, the Department shall enforce the terms of the Standard Agreement under the applicable Notice of Funding Availability. I certify to the best of my knowledge and belief that the checklist is true, complete and applicable to CalHome program requirements.</i></p> |                                                                                                                                                                                                                              |                                                 |                                                                                       |
| Rene Salas                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                              | Interim City Manager                            | 12/13/2022                                                                            |
| Print Name                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                              | Title                                           | Date                                                                                  |
| <i>Max Emami</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                              | 1/18/23                                         |  |
| CalHome Representative                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                              | Date                                            | Contractor's Signature                                                                |



# **CITY OF SOUTH EL MONTE**

## **COMMUNITY DEVELOPMENT DEPARTMENT**

### **Housing Division**

#### **Reuse Account Procedures – CalHome Funding**

All repayments of loan principal and any loan interest accrued shall be deposited to a separately maintained CalHome reuse account for the City of South El Monte. The current reuse accounts established by the City of South El Monte are for the First Time Homebuyer Program and the CalHome Owner Occupied Rehabilitation Loan Program.

The City of South El Monte will ensure to adhere to the guidelines below:

#### **II. CalHome Program Requirements**

A. An account established for CalHome funds which is separate from any other funding sources such as BEGIN, HOME, CDBG (no co-mingling of funds). This reuse account is separate from the working account and provides:

1. A tracking system to ensure reuse of funds are used for appropriate activities as described below;
2. Appropriate reporting ability including the source of the repayment including the borrower's name and the grant year;
3. Provides for timely processing; and tracking how the funds are re-spent;
4. Any accrued interest earned on CalHome funds is to accrue to the CalHome Reuse Account.

B. Funds in the reuse account shall only be used by the Recipient for:

1. Loans to individual homeowners or homebuyers as allowed pursuant to CalHome Program requirements;
2. Loans made from the reuse account are not subject to the restrictions of the previous CalHome Standard Agreements. These funds are considered "washed" of their limitations because they are being used the second time around. For example, loans from the reuse account can be made to homebuyers in areas not previously allowed or in loan amounts differing from the prior loan amounts. ~~The new loans only have to conform to the current Program Guidelines. If you wish to use reuse funds for allowable CalHome activities for which you do not have approved Program Guidelines, you need to submit Guidelines pertaining to that activity to HCD for approval.~~



**CITY OF SOUTH EL MONTE**  
**COMMUNITY DEVELOPMENT DEPARTMENT**

**Housing Division**

3. Loans made with some funds from the reuse account and some funds from the grant are **not** subject to the restrictions of the grant. For example, you can add \$20,000 in reuse funds to the \$60,000 allowed in the 2016 grants to make a loan of \$80,000, less activity delivery fee (ADF) fees. (one note can be used with proper reuse spending documentation)
  4. The cost of the Homebuyer Education provided for each first-time homebuyer receiving mortgage assistance from the reuse account;
  5. A CalHome loan processing activity delivery fee for loans funded from the reuse account, as applicable, in accordance with CalHome Program requirements; and
  6. Up to 5% of funds deposited may be used towards the costs of loan servicing by the Recipient or the cost of third-party loan servicing contracted by the Recipient.
- C. The Housing and Community Development Department (HCD) will monitor the reuse account according to the most current CalHome requirements.
- D. ~~CalHome Reuse Account Plan Check sheet has been used to submit the Plan to the Housing and Community Development Department (HCD) for review and approval.~~ If Owner-Occupied Rehabilitation activities have been or will be performed, the program will follow the City's current bank reconciliation process where accounts are reconciled to the City's general ledger on a monthly basis. If the note or deed differ from City's bank statements, an amended and restated promissory note will be executed by the homeowner and City. A copy of this note will be provided to HCD along with the final reporting due with the grant, the homeowner and the City's finance department-for auditing purposes. Any deposits of unused funds will include a note to reference the loan, property address and a short description of the transaction.

**ATTACHMENT B**

**AFFIDAVIT OF NON-COLLUSION**

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

I state that:

- 1) The price(s) and amount of this Offer have been arrived at independently and without consultation, communication or agreement with any other Proposer or potential Proposer.
- 2) That neither the price(s) nor the amount of this Offer, and neither the approximate price(s) nor approximate amount of this Offer, have been disclosed to any other firm or person who is a Proposer or potential Proposer, and they will not be disclosed before Solicitation opening.
- 3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit an Offer higher than this Offer, or to submit any intentionally high or noncompetitive Offer or other form of complementary Offer.
- 4) The Offer of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Offer.
- 5) \_\_\_\_\_ (name of firm), its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted of or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as described in the attached appendix. I state that \_\_\_\_\_ (name of firm) understands and acknowledges that the above representations are material and important and will be relied on by the City of South El Monte in awarding the contract(s) for which this Offer is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the City of South El Monte of the true facts relating to the submission of Offers for this contract.

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Name of Company/Position)

Sworn to and subscribed before me this day \_\_\_\_\_ of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public for California

My Commission Expires: \_\_\_\_\_

## ATTACHMENT C

### CLAIMS HISTORY

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

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

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

**ATTACHMENT D**  
**SPECIAL REQUIREMENTS**

Insurance required under this Agreement shall be governed by the agreement with the City. Generally the insurance requirements are as follows:

1. Commercial general liability insurance with coverage in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage.
2. Automobile Liability covering bodily injury, property damage, 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.
3. Professional Liability Insurance in the minimum amount of \$1,000,000 per claim and in the aggregate.
4. Workers' Compensation Insurance in the minimum amount of at least \$1,000,000.

**ATTACHMENT E**

**SAMPLE PROFESSIONAL SERVICES AGREEMENT**

**CONTRACT SERVICES AGREEMENT**

**By and Between**

**CITY OF SOUTH EL MONTE**

**and**

---

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

---

THIS CONTRACT SERVICES AGREEMENT (herein "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between the CITY OF SOUTH EL MONTE, a municipal corporation ("City") and \_\_\_\_\_ (herein "Consultant").

NOW, THEREFORE, the parties hereto agree as follows:

**1. SERVICES OF CONSULTANT**

1.1 Scope of Services. In compliance with all of the terms and conditions of this Agreement, the Consultant shall perform the work or services as set forth in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by reference. Consultant warrants that it has the experience and ability to perform all work and services required hereunder and that it shall diligently perform such work and services in a professional and satisfactory manner.

1.2 Compliance With Law. All work and services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State, or local governmental agency of competent jurisdiction.

1.3 California Labor Law. If the Scope of Services includes any "public work" or "maintenance work," as those terms are defined in California Labor Code section 1720 *et seq.* and California Code of Regulations, Title 8, Section 16000 *et seq.*, and if the total compensation is \$1,000 or more, Consultant shall pay prevailing wages for such work and comply with the requirements in California Labor Code section 1770 *et seq.* and 1810 *et seq.*, and all other applicable laws.

1.4 Licenses, Permits, Fees, and Assessments. Consultant shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the services required by the Agreement.

1.5 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.

**2. COMPENSATION**

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference, but not exceeding the maximum contract amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) ("Contract Sum").

2.2 Invoices. Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by



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

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

2.3 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the City's Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual cost of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum but not exceeding a total contract amount of Five Thousand Dollars (\$5,000) or in the time to perform of up to ninety (90) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. 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.

### **3. PERFORMANCE SCHEDULE**

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

3.2 Schedule of Performance. Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but shall not exceed thirty (30) days cumulatively.

3.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the

fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy is limited to an extension of time pursuant to this Section.

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

#### **4. COORDINATION OF WORK**

4.1 Representative of Consultant. \_\_\_\_\_ is hereby designated as being the representative of Consultant authorized to act on its behalf with respect to the work and services specified herein and make all decisions in connection therewith. All personnel of Consultant and any authorized agents shall be under the exclusive direction of the representative of Consultant. Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, and shall keep City informed of any changes.

4.2 Contract Officer. \_\_\_\_\_ [or such person as may be designated by the City Manager] is hereby designated as being the representative authorized by the City to act on its behalf with respect to the work and services specified herein and to make all decisions in connection therewith ("Contract Officer").

4.3 Prohibition Against Subcontracting or Assignment. Consultant shall not contract with any entity to perform in whole or in part the work or services required hereunder without the express written approval of the City. Neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of City. Any such prohibited assignment or transfer shall be null and void.

4.4 Independent Consultant. Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth. Consultant shall perform all services required herein as an independent contractor of City with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City, or that it is a member of a joint enterprise with City. Consultant represents and warrants that the personnel used to provide services to the City pursuant to this Agreement are classified by Consultant as employees and that Consultant issues or will issue a W-2 to such personnel.

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

## **5. INSURANCE AND INDEMNIFICATION**

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

(a) General Liability Insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

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

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

(d) Workers' Compensation Insurance. Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance in the minimum amount of at least \$1,000,000.

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

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

## 5.2 General Insurance Requirements.

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

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

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

(d) City's Rights Of Enforcement. In the event any of Consultant's insurance policies as required under this Agreement does not comply with these specifications, or is canceled and not replaced, City has the right, but not the duty, to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold an amount sufficient to pay the insurance premium from Consultant payments. In the alternative, City may terminate this Agreement in its entirety.

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

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

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

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

(i) Notice Of Cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day advance 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, agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess or umbrella liability policies.

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

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

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

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

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

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

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

5.3 Indemnification. To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, invitees, or any individual or entity for which Consultant is legally liable ("indemnitors"), or arising from Consultant's or indemnitors' reckless or willful misconduct, or arising from Consultant's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, except claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination or expiration of this Agreement.

## **6. RECORDS, REPORTS, AND RELEASE OF INFORMATION**

6.1 Records. Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the City's Contract Officer to evaluate the performance of such services and shall keep such records for a period of three years following completion of the services hereunder. 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.

6.2 Reports. Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement or as the Contract Officer shall require.

### **6.3 Confidentiality and Release of Information.**

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in

the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than the City without prior written authorization from the Contract Officer.

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

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

(d) Consultant shall promptly notify the City should Consultant be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admission or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. The City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with the City and to provide the City with the opportunity to review any response to discovery requests provided by Consultant.

6.4 Ownership of Documents. All studies, surveys, data, notes, computer files, reports, records, drawings, specifications, maps, designs, photographs, documents and other materials (the “documents and materials”) prepared by Consultant in the performance of this Agreement shall be the property of the City and shall be delivered to the City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by the City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Moreover, Consultant with respect to any documents and materials that may qualify as “works made for hire” as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed “works made for hire” for the City.

## **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. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

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



may be extended, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article.

7.3 Legal Action. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code Sections 905 *et. seq.*, and 910 *et. seq.*, in order to pursue any legal action under this Agreement.

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.

7.4 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' advance written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be shorter at the discretion of the Contract Officer. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be shorter at the discretion of the Consultant. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder, but not exceeding the compensation provided therefore in the Schedule of Compensation as detailed in Exhibit "C". 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.

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



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

## **8. MISCELLANEOUS**

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

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

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

8.4 Integration; Amendment. 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. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

8.5 Severability. In the event that part of 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 portions 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.

8.6 Waiver. No delay or omission in the exercise of any right or remedy by the non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. 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.

8.7 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 any be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees, whether or not the matter proceeds to judgment.

8.8 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.

8.9 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.

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

Consultant's Authorized Initials \_\_\_\_\_

8.11 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 The 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

**CONSULTANT:**

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On \_\_\_\_\_, 2024 before me, \_\_\_\_\_, personally appeared \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: \_\_\_\_\_

### OPTIONAL

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

#### CAPACITY CLAIMED BY SIGNER

#### DESCRIPTION OF ATTACHED DOCUMENT

☐

INDIVIDUAL

☐

CORPORATE OFFICER

\_\_\_\_\_  
TITLE(S)

\_\_\_\_\_  
TITLE OR TYPE OF DOCUMENT

☐

PARTNER(S)

☐

LIMITED

☐

GENERAL

\_\_\_\_\_  
NUMBER OF PAGES

☐

ATTORNEY-IN-FACT

☐

TRUSTEE(S)

☐

GUARDIAN/CONSERVATOR

☐

OTHER \_\_\_\_\_

\_\_\_\_\_  
DATE OF DOCUMENT

#### SIGNER IS REPRESENTING:

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

\_\_\_\_\_  
SIGNER(S) OTHER THAN NAMED ABOVE

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

WITNESS my hand and official seal.

Signature: \_\_\_\_\_

### OPTIONAL

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

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CORPORATE OFFICER

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PARTNER(S)

☐

LIMITED

☐

GENERAL

\_\_\_\_\_  
NUMBER OF PAGES

☐

ATTORNEY-IN-FACT

☐

TRUSTEE(S)

☐

GUARDIAN/CONSERVATOR

☐

OTHER

\_\_\_\_\_  
DATE OF DOCUMENT

#### SIGNER IS REPRESENTING:

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

\_\_\_\_\_  
SIGNER(S) OTHER THAN NAMED ABOVE

**EXHIBIT "A"**

**SCOPE OF SERVICES**

- I. Consultant will perform the following services:**
  - A.
  - B.
  - C.
- II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the City:**
  - A.
  - B.
  - C.
- III. In addition to the requirements of Section 6.2, during performance of the Services, Consultant will keep the City updated of the status of performance by delivering the following status reports:**
  - A.
  - B.
  - C.
- IV. All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.**
- V. Consultant will utilize the following personnel to accomplish the Services:**
  - A.
  - B.
  - C.

**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. Consultant shall perform the following Services at the following rates:**

|    |        | RATE  | TIME  | SUB-BUDGET |
|----|--------|-------|-------|------------|
| A. | Task A | _____ | _____ | _____      |
| B. | Task B | _____ | _____ | _____      |
| C. | Task C | _____ | _____ | _____      |
| D. | Task D | _____ | _____ | _____      |
| E. | Task E | _____ | _____ | _____      |

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

**III. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task sub-budget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 2.3.**

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

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

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

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

**EXHIBIT “D”**

**SCHEDULE OF PERFORMANCE**

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

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

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

- A.
- B.
- C.

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



## City Council Agenda Report

### Agenda Item No. 9.a.

**DATE:** November 12, 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:** CONTINUED FROM THE REGULAR CITY COUNCIL MEETING OF OCTOBER 8, 2024 - CONSIDERATION AND APPROVAL OF RESOLUTION NO. 24-236, AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE AN AGREEMENT WITH MOBILITY DEVELOPMENT OPERATIONS, LLC (MDO) TO ALLOW THEM TO USE SIX DESIGNATED ELECTRIC VEHICLE CHARGING PARKING SPACES FOR THE OPERATION OF AN ELECTRIC VEHICLE CAR SHARING PROGRAM.

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**SUMMARY:** Staff seeks City Council approval to execute an agreement with Mobility Development Operations, LLC (MDO) to allow them to use six designated electric car charging parking spaces for the operation of an electric vehicle car sharing program.

**RECOMMENDED ACTION:** Staff recommends City Council:

1. Adopt Resolution No. 24-236 to execute an Agreement for the use of six electric vehicle charging stations with Mobility Development Operations, LLC: and
2. Authorize the City Manager or designee to execute the agreement.

**FISCAL/FINANCIAL IMPACT:** There are no immediate financial impacts to the City. The estimated total investment to purchase six electric vehicles is approximately \$180,000. Mobility Development Operations, LLC (MDO) will use grant funds from the California Air Resources Board's Clean Mobility Options (CMO) Voucher Pilot Program to cover the cost of purchasing and maintaining the vehicles. It is intended that the operational cost of the car share program will be covered by the car share members.

**DISCUSSION: Clarification for City Council on Questions from the Last Meeting**  
Below are the staff responses to the questions and comments from the City Council during the October 8, 2024, City Council meeting.

**Is the agreement in perpetuity?**

The agreement spans an initial four-year period, with an annual auto-renew clause afterward. However, the City retains the option to withdraw by providing Mobility Development Operations (MDO) with a 60-day written notice. In short, if the arrangement is unsuccessful, the City can reclaim the six (6) EV charging parking spaces from MDO.

**Does the City receive any profit from the fees charged and collected?**

The City does not receive any revenue directly from the fees charged by MDO. However, MDO pays to use the City's charging stations, and under the City's agreement with EVCS for the eight (8) Level-2 charging stations, the City receives a revenue share of \$0.05 per kWh used. The fees collected by MDO help cover the costs of purchasing and maintaining the vehicles, as well as other operational expenses.

**Are other vehicles allowed to use the charging stations?**

The project has a total of eight (8) Level 2 charging stations, MDO is requesting to use six (6) charging exclusively for the carshare program. The remaining two (2) charging stations will be open to the public. The City receives a revenue share of \$0.05 per kWh from all vehicles that charge at the EV charging stations, including MDO vehicles.

On May 28, 2024, the City Council approved a site host agreement with Electric Vehicle Charging Solutions (EVCS) for the installation of eight (8) electric vehicle charging stations in the Community Center's rear parking lot. Please refer to the attachment for the location of the stations.

In October 2020, the City endorsed The Energy Coalition's (TEC) application to participate in the California Air Resources Board's Clean Mobility Options (CMO) Voucher Pilot Program. This program aims to enhance access to clean transportation and expand zero-emission mobility choices for disadvantaged and low-income communities. CMO provides funding for mobility projects that increase residents' access to key destinations by providing various clean transportation options.

In 2021, TEC received notification that its application had been approved for funding by the California Air Resources Board (CARB). However, due to an unforeseen increase in the cost of insurance, TEC was compelled to postpone the project until additional funding could be secured. In November 2023, TEC successfully secured an additional \$500,000 from CARB to meet the required project total of \$1,500,000. Alongside TEC, the grant enables the City to collaborate with Active San Gabriel Valley (ActiveSGV) and Mobility Development Operations, LLC, leveraging their expertise to launch an Electric Carshare Program and to install eight public Level-2 chargers.

MDO is requesting the allocation of six (6) designated parking spaces in the Civic Center parking lot, located behind the Community Center, for the exclusive use of its electric car share vehicles. These spaces will be marked and reserved for the program, ensuring adequate access to the car share vehicles for program members. The location was selected based on its proximity to high-demand areas and ease of access for both residents and visitors.

The electric car sharing program will feature Chevrolet Bolt EV and EUV models. The total cost for six vehicles is approximately \$180,000, fully funded by a grant from the California Air Resources Board (CARB). Maintenance is included in the CARB-approved budget and will be conducted monthly. Additionally, a local company will be used to check, clean, and charge the vehicles on a weekly basis or as needed. Residents and visitors will be able to rent the vehicles through the SGV Carshare app, which allows

users to sign up, reserve vehicles, and manage the entire rental process. The cost to rent includes a one-time application fee of \$20, a daily rate of \$40 plus tax, and a weekly rate of \$220 plus tax. The first 150 miles are free, with an additional charge of \$0.40 per mile thereafter.

### **Benefits of the EV Car Share Program**

**Sustainability:** The introduction of an electric car share program reduces the reliance on single-occupancy vehicles and lowering greenhouse gas emissions.

**Equitable Access:** This program will provide an affordable transportation option to residents and visitors who may not own personal vehicles, fostering greater mobility equity within the community.

**Convenience:** The location of the Civic Center parking lot offers strategic access for users, enhancing the overall effectiveness and attractiveness of the program.

**Community Engagement:** By offering this service, the City demonstrates its commitment to fostering innovation and embracing clean technologies that benefit residents and visitors alike.

The car-sharing concept will reduce the number of vehicles and corresponding carbon emissions in the community. Additionally, it will continue sustainable transportation solutions to residents and visitors providing people with a cost-effective alternative to automobile ownership.

Staff recommends that the City Council authorize the City Manager or their designee to execute an agreement with Mobility Development Operations, LLC (MDO) to use six designated electric vehicle charging parking spaces for the operation of an electric vehicle car sharing program in the rear parking lot of the Community Center, located at 1530 Central Avenue, South El Monte, CA 91733.

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

### **ATTACHMENT(S):**

- A. Resolution No. 24-236 re EV Carshare Program(1020769.1)
- B. MDO Agreement for Provision of EV Carsharing Parking Spaces S El Monte
- C. Parking Location for Carshare Program

# ATTACHMENT A

## RESOLUTION NO. 24-236

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE AN AGREEMENT WITH MOBILITY DEVELOPMENT OPERATIONS, LLC (MDO) TO ALLOW THEM TO USE SIX DESIGNATED ELECTRIC VEHICLE CHARGING PARKING SPACES FOR THE OPERATION OF AN ELECTRIC VEHICLE CAR SHARING PROGRAM.

**WHEREAS**, in October 2020, the City of South El Monte (“City”) endorsed The Energy Coalition's (“TEC”) application to participate in the California Air Resources Board's Clean Mobility Options (“CMO”) Voucher Pilot Program to cover the expenses associated with the installation of EV charging stations in the City; and

**WHEREAS**, the estimated total investment for the purchase of six electric vehicles is approximately \$180,000. Mobility Development Operations, LLC (MDO) will utilize grant funds received from the California Air Resources Board's Clean Mobility Options (CMO) Voucher Pilot Program to cover the cost of purchasing and maintaining the vehicles, and no local match is required; and

**WHEREAS**, the City desires to enter into an agreement with MDO to allow them to use six designated electric car charging parking spaces for the operation of an electric vehicle car sharing program during the agreement term; and

**WHEREAS**, the proposed agreement will provide an affordable transportation option to residents and visitors who may not own personal vehicles, fostering greater mobility equity within the community.

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

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

**SECTION 2.** The City Council hereby authorizes and directs the City Manager or his designee to execute an agreement with Mobility Development Operations, LLC to use six designated electric vehicle charging parking spaces for the operation of an electric vehicle car sharing program in the Community Center’s rear parking lot, located at 1530 Central Avenue, South El Monte, CA 91733.

**SECTION 3.** The City Clerk shall certify to the passage and adoption of this resolution.

**PASSED, APPROVED and ADOPTED** this 12<sup>th</sup> day of November, 2024.

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Gloria Olmos, Mayor

ATTEST:

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Adrian Garcia, MMC, City Clerk

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

I, Adrian Garcia, MMC, City Clerk of the City of South El Monte, do hereby certify that the foregoing Resolution, being Resolution No. 24-236 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 12<sup>th</sup> day of November, 2024, and that said Resolution was adopted by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

---

Adrian Garcia, MMC, City Clerk

## **ATTACHMENT B**

### **Agreement between Mobility Development Operations and City of South El Monte**

#### **for Provision of EV Carsharing Parking Spaces**

This Agreement (the "Agreement") dated \_\_\_\_\_, 2024 between the City of South El Monte with the address of 1415 Santa Anita Avenue, S El Monte, CA 91733 and Mobility Development Operations, LLC ("MDO"), an Illinois Limited Liability Company, with a mailing address at 2650 West Montrose Ave, Suite 113, Chicago Illinois 60618, together known as the "Parties". City of South El Monte shall be referred to as "City" for the purposes of this Agreement.

#### **Background**

This Agreement is entered between the Parties for the purpose of permitting MDO to use six (6) electric car charging stations (with capacity to charge six (6) vehicles for the operation of an electric vehicle car sharing program (the "Program").

#### **Period of Performance**

The Program shall commence on \_\_\_\_\_, 2024 and shall continue through \_\_\_\_\_, 2028. The Agreement shall automatically renew for one-year terms after the initial period. Either of the Parties may rescind and withdraw from the Agreement by notifying the other Party in writing with sixty (60) days' notice.

#### **City Responsibilities**

1. City shall provide six (6) dedicated parking spaces, with access to level 2 EV charging infrastructure to be installed (by a third party) at the City Community Center through the Clean Mobility Options (CMO) Voucher Pilot Program, located at 1530 Central Avenue, South El Monte CA, 91733 (Community Center's rear parking lot). The six (6) designated parking spaces shall be used solely for parking of and the use of charging stations for up to six (6) of the MDO's vehicles and for no other purpose except as may be agreed upon by City in writing in its sole and absolute discretion.
2. City shall provide the Program access to the dedicated spaces 24 hours per day, 7 days per week for the purposes of operating a car sharing program as a community benefit.
3. City shall provide a point of contact for MDO in the event of emergency, and for routine program communications.
4. City will allow MDO and outreach partners to post signage, distribute user materials, and conduct outreach events (in coordination with City) in locations approved by City so long as these activities do not interfere with day-to-day City operations. City shall have the right to approve all signage and materials used on its property prior to printing.



## **MDO Responsibilities**

1. MDO shall seek approval, from City, of signage and design and pay the cost of signage identifying the Program's dedicated spaces, as designated by City.
2. Notwithstanding anything herein to the contrary, MDO agrees that (a) MDO and its customers' use of the parking spaces shall comply with all applicable laws, ordinances, orders, rules, regulations and requirements and (b) neither it nor its customers will conduct any activities with respect to the parking spaces which result in the generation, storage or release of any toxic, hazardous or similar substances (as those terms may be defined from time to time in any federal, state or local law, rule or regulation).
3. MDO will be responsible for the purchase/leasing, insurance, cleaning and maintenance of the vehicles.
4. Program membership will be open to City staff who are 21+ years of age (a Program requirement). MDO will waive all membership application fees and provide a \$20 driving credit for all approved City staff.
5. MDO, its employees, customers, agents and guests shall comply with all rules and regulations of the City. Employees of MDO shall not be considered employees of City and shall possess appropriate identification as an employee of MDO while on City property.
6. MDO represents that it is qualified to perform the Program and has obtained all requisite licenses and permits, as may be required, to perform those services.
7. Alterations: MDO may not make any alterations, installations, additions, or improvements in or to the parking spaces or charging stations without the prior written consent of City, which consent may be withheld or conditioned in City's sole and absolute discretion. No degradation or damage to the parking spaces or charging stations shall be permitted.

## **Detailed Conditions**

### **LIABILITY**

In no event shall City be liable for any damage to or loss of personal property or equipment or personal injury sustained by MDO and/or the MDO's customers, whether or not it is insured, unless such loss is caused by the gross negligence of City, its employees, officers, directors, or agents. Any property of any kind brought on the parking spaces or charging stations by MDO and/or MDO's customers shall be at their sole risk and shall be promptly removed at the expiration of this agreement.

### **INSURANCE**

Without limiting MDO's indemnification of City of South El Monte, and prior to commencement of work, MDO shall obtain, provide, and maintain at its own expense during the term of this Agreement, policies of insurance of the types and amounts described below and in a form that is satisfactory to City of South El Monte.

1. General liability insurance. MDO 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.

2. Automobile liability insurance. MDO 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 MDO arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned, or rented vehicles, in an amount not less than \$5,000,000 combined single limit for each accident.

3. Umbrella or excess liability insurance. [If required to meet higher limits]. MDO shall obtain and maintain an umbrella liability insurance policy with limits that will provide bodily injury, personal injury, and property damage liability coverage, including commercial general liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:

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

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

4. Workers' compensation insurance. MDO shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000). MDO shall submit to City of South El Monte, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City of South El Monte, its officers, agents, employees, and volunteers.

5. Cyber Liability Insurance. MDO shall procure and maintain insurance with limits of \$1,000,000 per occurrence/loss, \$2,000,000 general aggregate, which shall include the following coverage:

- A. Liability arising from the theft, dissemination and/or use of confidential or personally identifiable information; including but not limited to personally identifiable information (PII), protected health information (PHI), security codes, access codes, passwords, etc.
- B. Network security liability arising from the unauthorized use of, access to, or tampering with computer systems, including hacker or denial of service attacks.
- C. Liability arising from introducing a computer virus into or otherwise causing damage to vendor (first-party) or customer's (third party) computer, computer system, network, or similarly related property and the data, software, and programs.
- D. Liability arising from professional misconduct or lack of the requisite skill required for performing services defined in the contract or agreement.
- E. Costs associated with restoring, updating, or replacing data.
- F. Costs associated with a privacy breach, including notification costs, customer support, forensics, crises management, public relations consulting, legal services of a privacy attorney, credit monitoring, and identity fraud resolution services for affected individuals.

If coverage is maintained on a claims-made basis, MDO shall maintain such coverage for an additional three (3) years following termination of the contract.

5. Other provisions or requirements

- A. Proof of insurance. MDO shall provide certificates of insurance and required endorsements to City of South El Monte as evidence of the insurance coverage required herein. Insurance certificates and endorsements must be approved by City of South El Monte's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on

file with City of South El Monte for the contract period and any additional length of time required thereafter. City of South El Monte reserves the right to require complete, certified copies of all required insurance policies, at any time.

- B. Duration of coverage. MDO shall procure and maintain for the contract period, and any additional length of time required thereafter, insurance against claims for injuries to persons or damages to property, or financial loss which may arise from or in connection with the performance of the Work hereunder by MDO, their agents, representatives, employees, or subconsultants.
- C. Primary/non-contributing. Coverage provided by MDO shall be primary and any insurance or self-insurance procured or maintained by City of South El Monte shall not be required to contribute with it.
- D. 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 of South El Monte before the City of South El Monte's own insurance or self-insurance shall be called upon to protect it as a named insured.
- E. 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 of South El Monte has the right but not the duty to obtain the insurance it deems necessary, and any premium paid by City of South El Monte will be promptly reimbursed by MDO or City of South El Monte will withhold amounts sufficient to pay premium from MDO payments. In the alternative, City of South El Monte may cancel this Agreement.
- F. Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or 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 VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City of South El Monte's Risk Manager.
- G. Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City of South El Monte, its elected or appointed officers, agents, officials, employees, and volunteers or shall specifically allow MDO or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. MDO hereby waives its own right of recovery against City of South El Monte and shall require similar written express waivers and insurance clauses from each of its subconsultants.
- H. Enforcement of contract provisions (non estoppel). MDO acknowledges and agrees that any actual or alleged failure on the part of the City of South El Monte to inform MDO of non-compliance with any requirement imposes no additional obligations on the City of South El Monte nor does it waive any rights hereunder.
- I. 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 MDO maintains higher limits than the minimums shown above, the City of South El Monte requires and shall be entitled to coverage for the higher limits maintained by MDO. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of South El Monte.

- J. Notice of cancellation. MDO agrees to oblige its insurance agent or broker and insurers to provide the City of South El Monte 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. If any of MDO's insurers are unwilling to provide such notice, then MDO shall have the responsibility of notifying the City of South El Monte immediately in the event of MDO's failure to renew any of the required insurance coverages or insurer's cancellation or non-renewal.
- K. Additional insured status. General liability, automobile liability, and umbrella/excess liability insurance policies shall provide or be endorsed to provide that City of South El Monte and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies.
- L. 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 of South El Monte and approved of in writing.
- M. Separation of insureds. A severability of interests provision must apply for all additional insureds ensuring that MDO'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.
- N. Pass through clause. MDO agrees to ensure that its subconsultants, subcontractors, and any other party who is brought onto or involved in the project/service by MDO (hereinafter collectively "subcontractor"), provide the same minimum insurance coverage and endorsements required of MDO. MDO 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. However, in the event MDO's subcontractor cannot comply with this requirement, which proof must be submitted to the City of South El Monte, MDO shall be required to ensure that its subcontractor provide and maintain insurance coverage and endorsements sufficient to the specific risk of exposure involved with subcontractor's scope of work and services, with limits less than required of MDO, but in all other terms consistent with MDO's requirements under this agreement. This provision does not relieve MDO of its contractual obligations under the agreement and/or limit its liability to the amount of insurance coverage provided by its subcontractors. This provision is intended solely to provide MDO with the ability to utilize a subcontractor who may be otherwise qualified to perform the work or services but may not carry the same insurance limits as required of MDO under this agreement given the limited scope of work or services provided by the subcontractor. MDO agrees that upon request, all agreements with subcontractors, and others engaged in the project, will be submitted to City of South El Monte for review.
- O. Right to revise specifications. The City of South El Monte reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving MDO ninety (90) days advance written notice of such change. If such change results in substantial additional cost to MDO, the City of South El Monte and MDO may renegotiate MDO's compensation.
- P. Self-insured retentions. Any self-insured retentions must be declared to and approved by City of South El Monte. City of South El Monte reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible, or require proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention through confirmation from the underwriter.
- Q. Timely notice of claims. MDO shall give City of South El Monte prompt and timely notice of claims made or suits instituted that arise out of or result from MDO's performance under this

Agreement, and that involve or may involve coverage under any of the required liability policies.

- R. Additional insurance. MDO 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.

#### ELECTRICITY COSTS

Responsibility for electricity costs resulting from charging of electric cars shall be with EVCS, a subcontractor to the CMO Carshare program. Specifics related to electricity costs, revenue share, etc can be found in Site host Agreement executed May 30, 2024. (#8 Utility Charges - "EVCS shall be responsible for all electricity costs associated with both the operation of the Equipment and the charging of electric vehicles from the Equipment."

#### INDEMNIFICATION

MDO shall indemnify, defend, and hold harmless the City of South El Monte, and its officers, employees, and agents ("City of South El Monte indemnitees"), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable attorney's fees and costs of litigation ("claims"), arising out of MDO's performance of its obligations under this agreement or out of the operations conducted by MDO, including the City of South El Monte's active or passive negligence, except for such loss or damage arising from the sole negligence or willful misconduct of the City of South El Monte. In the event the City of South El Monte indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from MDO's performance of this agreement MDO shall provide a defense to the City of South El Monte indemnitees or at the City of South El Monte's option reimburse the City of South El Monte indemnitees their costs of defense, including reasonable attorney's fees, incurred in defense of such claims.

#### TERMINATION

Failure to comply with terms of this Agreement. In the event that the City fails to comply with any term in this Agreement, MDO shall provide a written notice requesting that the City address the issue to comply with the Agreement terms. If the City is not in compliance with the Agreement terms within thirty (30) days after delivery of such notice from MDO, MDO reserves the right to repossess the vehicles, and any other equipment or property provided and to terminate this Agreement.

Termination for other reasons. MDO reserves the right to terminate this Agreement upon thirty (30) days' prior written notice to City for failure to secure a continuation contract from the Energy Coalition or California Air Resources Board for future funding or in the case that site assessments for installation of Stations come in outside of a reasonable budget (at MDO's discretion), or for any other matter outside of MDO control or which materially adversely affects the ability of MDO to perform this Agreement.

#### SUCCESSORS AND ASSIGNS

MDO's rights under this Agreement are for the benefit of MDO only. MDO shall not assign, sublicense, or transfer any of its rights under this Agreement. City may transfer its rights and obligations under this Agreement to a successor owner of the facility.

#### MISCELLANEOUS

This Agreement contains all the agreements between the Parties with respect to the Program, and may be amended only in writing by an instrument signed by both of the Parties hereto. No provision of this

Agreement shall be deemed to have been waived by either Party unless such waiver is in writing and is signed by the Party to be charged.

#### CONTROLLING LAW

This Agreement shall be construed and interpreted in accordance with the laws of the State of California. All disputes shall be resolved in a court of competent jurisdiction situated in the State of California.

#### NOTICES

Any notice, statement, demand or other communication required to be given, rendered or made by either party to the other, shall be in writing and shall be deemed to have been properly given, rendered or made, if sent by recognized overnight courier or by registered or certified mail, return receipt requested, addressed to the other party at the other party's address as set forth below and shall be deemed to have been given, rendered or made when received or when delivery is refused.

If to City:                   Rene Salas, City Manager  
                                  1415 Santa Anita Avenue  
                                  South El Monte, CA 91733

With a copy to:           Anthony R. Taylor  
                                  City Attorney for the City of South El Monte  
                                  1 Park Plaza, Suite 1000  
                                  Irvine, CA 92614

If to MDO:                   James Delgado, Chief Operating Officer  
                                  777 N Pershing Ave, Suite 2B  
                                  Stockton CA 95203

Either party may, by notice to the other, designate a different address or addresses for notices, statements, demands or other communications intended for it.

#### ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to the Program, and may be amended only upon the mutual, written consent of City and MDO. No provision of this Agreement shall be deemed to have been waived by either party unless such waiver is in writing and is signed by the party to be charged.

#### AUTHORITY TO ENTER INTO LICENSE AGREEMENT

City and MDO each represent and warrant that they each are duly authorized to enter into this Agreement, and that the person or persons executing this Agreement has or have full authority to do so and to fully bind their respective Parties.

IN WITNESS WHEREOF, The Parties below have caused this Agreement to be effective as of the first date written above:

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Rene Salas  
City Manager  
City of South El Monte

Mobility Development Operations, LLC

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Attested to:

\_\_\_\_\_  
Adrian Garcia, MMC  
City Clerk

Approved as to form:

-----

Anthony R. Taylor, City Attorney

## Carshare Program – 6 Dedicated Parking Spaces

The 6 parking spots dedicated to the carshare program will be located in the northwest corner of the Community Center's back parking lot, as shown in the map below.







## City Council Agenda Report

### Agenda Item No. 9.b.

**DATE:** November 12, 2024

**TO:** Honorable Mayor and Members of the City Council

**APPROVED BY:** Rene Salas, City Manager

**SUBMITTED BY:** Ariana De La Cruz, Director of Community Services

**SUBJECT:** CONSIDERATION AND APPROVAL OF THE CITY'S 2025 SPECIAL EVENTS CALENDAR

---

**SUMMARY:** The City's 2025 Special Events Calendar includes recommended dates, times, and locations for the City-sponsored events held by the Community Services Department. All scheduled events are subject to modifications, date changes, and/or cancelations.

**RECOMMENDED ACTION:** Staff recommends City Council consider and approve the City's 2025 Special Events Calendar.

**FISCAL/FINANCIAL IMPACT:** Funding for the events scheduled from January 1, 2025, to June 30, 2025, is included in the City's approved Fiscal Year ("FY") 2024/2025 Special Events and Night Market budget in the projected amount of \$90,000.00. The remaining events scheduled between July 1, 2025, and December 31, 2025, will be discussed during budget sessions for FY 2025/2026.

#### **Events Budget FY 2024/2025**

- Baby Pageant
- Easter Pancake Breakfast
- Memorial Day Ceremony
- (4) Community Bike Rides
- (1) Movie in the Park
- April Night Market
- Cinco de Mayo Night Market
- (2) June Summer Night Markets

**Total Estimate Cost: \$90,000.00**

**DISCUSSION:** In 2024, the City hosted approximately 35 Special Events and 17 Senior Luncheons. The Community Services Department strives to provide safe and successful

events that invite community engagement in City facilities, streets, and parks. The department partners with community members and agencies to promote information, sponsorship opportunities, and resources.

The City 2025 Special Events Calendar includes the City-sponsored events and Senior Services Luncheons. Staff proposes the following changes to certain events that differ from the traditional dates and locations:

### **Easter Pancake Breakfast**

The Easter Pancake breakfast is an annual event traditionally held on the City Hall front lawn on the Saturday prior to Easter Sunday. The event runs from 10:00 a.m. to 1:00 p.m. and features a free pancake breakfast, children's Easter egg hunts, inflatables, a petting zoo, and a pony sweep. Over the last few years, the event has grown in popularity and participation, causing congestion in lines, overpopulated eating areas, and long wait times for the number of attractions. To alleviate these issues and provide a safe and more comfortable venue, staff recommends relocating the Easter Pancake Breakfast event to Dean L. Shively Park. The park an open field to accommodate a larger capacity and more activities.

### **2025 Night Market Series**

At the July 25, 2023, City Council Meeting, the City approved hosting (4) night markets in 2023 as part of a pilot program. The night markets were held on the main street of Santa Anita from 6:00 p.m. to 9:30 p.m. in front of the Kruse property. The Night Markets featured a live band performance, over 40 vendors, a beer garden that sponsors local youth sports organizations, and activities for all members of the community.

Subsequently, due to a successful Night Market pilot program, at the November 14, 2023, City Council Meeting, City Council approved a total of ten (10) Night Markets as part of the 2024 City's Special Events Calendar including two Night Markets (2) in the spring, six (6) in summer, and two (2) in the fall.

In addition, City Council approved combining the Cinco de Mayo Festival with the May night Market and eliminating the traditional Fire Station 90 Appreciation event and recognizing Fire Station 90 at the October Night Market.

Staff proposes to host ten (10) Night Markets in 2025 and continue incorporating car shows, special performances, exhibits, and overall community engagement. The 2025 Night Market dates are as follows:

#### **Spring Night Market Events**

April 3, 2025

May1, 2025

#### **Summer Night Market Events**

June 12, 2025

June 26, 2025

July 17, 2025

July 31, 2025

August 14, 2025

August 28, 2025

## Fall Night Markets Events

September 11, 2025

October 2, 2025

## **Fourth of July Celebration**

At the July 30, 2024, City Council Meeting, staff presented two potential dates to host the 2025 Fourth of July Celebration based on the fireworks show availability. The first option proposed hosting the show on Saturday, June 28, 2025, and the second option proposed hosting the event on Thursday, July 3, 2025.

The City Council approved hosting the firework show on July 3, 2025, and discussed different topics including pricing differences and staff availability to work the two consecutive events occurring on July 3, 2025, and July 4, 2025.

At the July 30, 2024, City Council Meeting, the City Council approved hosting two events in celebration of Independence Day. Staff could not acquire a firework show on July 4th due to limited availability and increases in production costs, however secured the date of July 3, 2025. With the date confirmed, City Council directed staff to host a stand-alone fire show event that will be held on Thursday, July 3, 2025, at South El Monte High School from 7:00 pm to 9:30 p.m. featuring a live band performance, children's activities, vendors, and a firework show.

Staff assessed the available resources to host two consecutive events discussed at the City Council Meeting and concluded that it was not feasible. In lieu of hosting the two consecutive events, staff proposes to host the Fourth of July Celebration on July 3, 2025, concluding with the reserved firework show. Hosting the Fourth of July Celebration and the firework show on the same day, staff anticipates increased attendance and cost savings as opposed to hosting an additional event on July 4th which comes with premium pricing for entertainment, activities, and staff time.

## **2025 Proposed 4th of July Celebration**

**Date:** Thursday, July 3, 2025

**Location:** New Temple Park and SEMHS

**Time:**

- New Temple Park : 2:00 p.m. to 6:00 p.m.
- SEMHS: 7:00 p.m. to 9:30 p.m.

## **City of South El Monte Harvard Day Academy**

The South El Monte Harvard Day Academy ("Harvard Day") is a partnership between the City of South El Monte and the Harvard Latino Leadership Academy Association. Harvard Day invites seventh through twelfth grade participants from local South El Monte schools, such as Epiphany, Monte Vista, Dean L. Shively, and South El Monte High School to participate in a one-day leadership academy led by Harvard University alumni and Harvard Latino Leadership Academy Association Co-founder Gus Frias. The academy is sponsored by South El Monte businesses, who fund course materials, meals, and scholarships. The proposed date to host the event is Thursday, October 23, 2025, from 9:00 a.m. to 2:00 p.m. at the South El Monte Community Center.

**ATTACHMENT(S):**

A. 2025 City Special Events Calendar



## City of South El Monte 2025 Special Events Calendar

| Date                                                                                                                                                                                               | Day       | Special Event                 | Location             | Time                                                          |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|-------------------------------|----------------------|---------------------------------------------------------------|
| First Saturday of the month between March and October<br><ul style="list-style-type: none"> <li>Special Dates: March 8<sup>th</sup>, July 12<sup>th</sup> and September 13<sup>th</sup></li> </ul> | Saturday  | Community Bike Rides          | Community Center     | Meeting Time: 8:30 a.m.<br>Departure: 9:00 a.m. to 11:00 a.m. |
| January 29, 2025                                                                                                                                                                                   | Wednesday | Lunar New Year Luncheon       | Senior Center        | 10:00 a.m. to 12:30 p.m.                                      |
| February 12, 2025                                                                                                                                                                                  | Wednesday | Valentine's Day Luncheon      | Senior Center        | 11:15 a.m. to 2:30 p.m.                                       |
| March 15, 2025                                                                                                                                                                                     | Saturday  | Baby Pageant                  | Community Center     | 10:30 a.m. to 12:00 p.m.                                      |
| March 17, 2025                                                                                                                                                                                     | Monday    | St. Patrick's Day Luncheon    | Senior Center        | 11:00 a.m. to 12:30 p.m.                                      |
| April 3, 2025                                                                                                                                                                                      | Thursday  | April Night Market            | Kruse Property       | 6:00 p.m. to 9:30p.m.                                         |
| April 16, 2025                                                                                                                                                                                     | Wednesday | Easter Luncheon               | Senior Center        | 11:00 a.m. to 12:30 p.m.                                      |
| April 19, 2025                                                                                                                                                                                     | Saturday  | Easter Pancake Breakfast      | Shively Park         | 10:00 a.m. to 1:00 p.m.                                       |
| April 30, 2025                                                                                                                                                                                     | Wednesday | Volunteer Appreciation Dinner | Senior Center        | 5:00 p.m. to 8:00 p.m.                                        |
| May 1, 2025                                                                                                                                                                                        | Thursday  | National Day of Prayer        | Community Center     | 10:00 a.m. to 12:00 p.m.                                      |
| May 1, 2025                                                                                                                                                                                        | Thursday  | Cinco De Mayo Night Market    | Kruse Property       | 6:00 a.m. to 9:30 a.m.                                        |
| May 5, 2025                                                                                                                                                                                        | Monday    | Cinco De Mayo Luncheon        | Senior Center        | 10:30 a.m. to 2:30 p.m.                                       |
| May 7, 2025                                                                                                                                                                                        | Wednesday | Mother's Day Luncheon         | Senior Center        | 10:30 a.m. to 2:30 p.m.                                       |
| May 26, 2025                                                                                                                                                                                       | Monday    | Memorial Day Ceremony         | City Hall Front Lawn | 11:00 a.m. to 1:00 p.m.                                       |
| June 11, 2025                                                                                                                                                                                      | Wednesday | Father's Day Luncheon         | Senior Center        | 10:30 p.m. to 2:30 p.m.                                       |

# ATTACMENT A

|                    |           |                                                                      |                           |                                                           |
|--------------------|-----------|----------------------------------------------------------------------|---------------------------|-----------------------------------------------------------|
| June 12, 2025      | Thursday  | 1 <sup>st</sup> Summer Night Market                                  | Kruse Property            | 6:00 p.m. to 9:30 p.m.                                    |
| June 19, 2025      | Thursday  | 1 <sup>st</sup> Movie in the Park                                    | Mary Van Dyke Park        | 7:00 p.m. to 9:30 p.m.                                    |
| June 26, 2025      | Thursday  | 2 <sup>nd</sup> Summer Night Market                                  | Kruse Property            | 6:00 p.m. to 9:30 p.m.                                    |
| July 2, 2025       | Wednesday | Fourth of July Luncheon                                              | Senior Center             | 11:15 a.m. to 2:30 p.m.                                   |
| July 3, 2025       | Thursday  | Fourth of July Festival and Firework Show                            | New Temple Park and SEMHS | 2:00 p.m. to 9:00 p.m.                                    |
| July 17, 2025      | Thursday  | 3 <sup>rd</sup> Summer Night Market                                  | Kruse Property            | 6:00 p.m. to 9:30 p.m.                                    |
| July 23, 2025      | Wednesday | City's Anniversary Luncheon                                          | Senior Center             | 11:15 a.m. to 2:30 p.m.                                   |
| July 24, 2025      | Thursday  | 2 <sup>nd</sup> Movie in the Park                                    | Mary Van Dyke Park        | 7:00 p.m. to 9:30 p.m.                                    |
| July 31, 2025      | Thursday  | 4 <sup>th</sup> Summer Night Market and City Anniversary Celebration | Kruse Property            | 6:00 p.m. to 9:30 p.m.                                    |
| August 7, 2025     | Thursday  | National Night Out & 3 <sup>rd</sup> Movie in the Park               | Mary Van Dyke Park        | NNO 5:00 p.m. to 8:00 p.m.<br>Movie: 8:00 p.m.- 9:30 p.m. |
| August 14, 2025    | Thursday  | 5 <sup>th</sup> Summer Night Market                                  | Kruse Property            | 6:00 p.m. to 9:30 p.m.                                    |
| August 20, 2025    | Wednesday | Senior Prom                                                          | Senior Center             | 5:00 p.m. to 8:00 p.m.                                    |
| August 28, 2025    | Thursday  | 6 <sup>th</sup> Summer Night Market                                  | Kruse Property            | 6:00 p.m. to 9:00 p.m.                                    |
| September 3, 2025  | Wednesday | Grandparent's Day Luncheon                                           | Senior Center             | 8:00 a.m. to 12:30 p.m.                                   |
| September 11, 2025 | Thursday  | September Night Market / Fire Station Appreciation Recognition       | Kruse Property            | 6:00 p.m. to 9:30 p.m.                                    |
| September 11, 2025 | Thursday  | 9/11 Memorial Ceremony                                               | Community Center Gym      | 11:00 a.m. to 12:00 p.m.                                  |

# ATTACMENT A

|                                             |           |                                             |                              |                          |
|---------------------------------------------|-----------|---------------------------------------------|------------------------------|--------------------------|
| September 15, 2025                          | Monday    | Mexican Independence Day Luncheon           | Senior Center                | 10:30 a.m. to 2:30 p.m.  |
| October 2, 2025                             | Thursday  | October Night Market                        | Kruse Property               | 6:00 p.m. to 9:30 p.m.   |
| October 16, 2025                            | Thursday  | Walk to End Domestic Violence               | City Hall Front Lawn         | 6:00 p.m. to 8:30 p.m.   |
| October 23, 2025                            | Thursday  | Harvard Day Academy                         | Community Center             | 9:00 a.m. to 2:00 p.m.   |
| October 29, 2025                            | Wednesday | Halloween Luncheon                          | Senior Center                | 10:00 a.m. to 2:30 p.m.  |
| October 31, 2025                            | Friday    | Harvest Festival                            | City Hall Front Lawn         | 6:00 p.m. to 9:00 p.m.   |
| November 10, 2025                           | Monday    | Veterans Day Luncheon                       | Senior Center                | 11:00 a.m. to 12:30 p.m. |
| November 11, 2025                           | Tuesday   | Veterans Day Ceremony                       | City Hall Front Lawn         | 11:00 a.m. to 1:00 p.m.  |
| November 22, 2025                           | Saturday  | Turkey Dash 5k and 1k Trot                  | City Hall Front Lawn         | 8:30 a.m. to 10:30 p.m.  |
| November 24, 2025                           | Monday    | Thanksgiving Day Luncheon                   | Senior Center                | 11:00 a.m. to 12:30 p.m. |
| November 25, 2025                           | Tuesday   | Thanksgiving Turkey Distribution Drive Thru | Community Center Parking Lot | 10:00 a.m. to 3:00 p.m.  |
| December 4, 2025                            | Thursday  | Tree Lighting Ceremony                      | City Hall Front Lawn         | 6:00 p.m. to 8:30 p.m.   |
| December 13, 2025                           | Saturday  | Christmas Wish Toy Giveaway                 | Community Center             | 12:00 p.m. to 6:00 p.m.  |
| December 15 <sup>th</sup> -17 <sup>th</sup> | M/T/W     | Santa's Coming to Town                      | Around City                  | 6:00 p.m. to 7:00 p.m.   |
| December 22, 2025                           | Monday    | Christmas Luncheon                          | Senior Center                | 10:00 a.m. to 12:30 p.m. |
| December 29, 2025                           | Monday    | New Year's Day Luncheon                     | Senior Center                | 11:15 a.m. to 2:30 p.m.  |



## City Council Agenda Report

### Agenda Item No. 9.c.

**DATE:** November 12, 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. 24-237, APPROVING AWARD OF CONSTRUCTION CONTRACT TO TORO ENTERPRISES, INC. FOR SAFE ROUTES TO SCHOOL PEDESTRIAN SAFETY PROJECT, ATP CYCLE 5, ATPL-5352(023)

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**SUMMARY:** On September 30, 2024, the Engineering Department solicited bids for the Safe Routes to School Pedestrian Safety Project, ATP Cycle 5, ATPL-5352(023). The work involves installation of pedestrian safety upgrades at signalized intersections and uncontrolled crosswalks including rectangular rapid flash beacons ("RRFBs"), pedestrian push buttons, countdown systems, overhead pedestrian signal systems, speed radar feedback signs, pedestrian ramps, signage, crosswalks and striping around schools and major destinations. The lowest responsive bid was submitted by Toro Enterprises, Inc. with the total base bid amount of \$1,794,169.80.

**RECOMMENDED ACTION:** Staff recommends City Council:

1. Adopt and approve the plans and specifications for the Safe Routes to School Pedestrian Safety Project, ATP Cycle 5, ATPL-5352(023) Project;
2. Adopt and approve Resolution No. 24-237, awarding the Safe Routes to School Pedestrian Safety Project, ATP Cycle 5, ATPL-5352(023) Project contract to the lowest responsible, Toro Enterprises, Inc., for an amount of \$1,794,169.80 and authorize the City Manager to execute the contract; and
3. 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                             | \$1,794,169.80        |
| Construction Contingency (10% of contract amount) | \$179,416.98          |
| <b>Total Construction Budget</b>                  | <b>\$1,973,586.78</b> |



The Project will be funded by the following sources.

|                                                      |                       |
|------------------------------------------------------|-----------------------|
| Caltrans Active Transportation Program (ATP Cycle 5) | \$1,497,000.00        |
| Measure R Local                                      | \$476,586.78          |
| <b>Total Budget</b>                                  | <b>\$1,973,586.78</b> |

**DISCUSSION:** The South El Monte Safe Routes to School Pedestrian Safety Project, part of ATP Cycle 5, focuses on enhancing school and pedestrian safety at key signalized intersections and uncontrolled crossings near schools and major destinations. The project scope includes but is not limited to installation of pedestrian safety upgrades at signalized intersections and uncontrolled crosswalks including RRFBs, pedestrian push buttons, countdown systems, overhead pedestrian signal systems, speed radar feedback signs, pedestrian ramps, signage, crosswalks, and striping at twenty-three (23) locations surrounding schools and major destinations. The construction is anticipated to start in Spring 2025 and will be completed within ninety (90) working days.

The construction portion of the project was advertised on September 30, 2024. The following five (5) bids were received by the City at the Bid Opening held on October 31, 2024, at 2:00 PM. Below is the list of Bidders and Bid amounts:

| <b>Bidder Name<br/>(from low to high)</b> | <b>Total Base Bid<br/>Amount<br/>(Award is based on<br/>this amount)</b> | <b>Total Additive<br/>Alternate Bid<br/>Amount</b> | <b>Total Base Bid +<br/>Additive Alternate<br/>Bid Amount</b> |
|-------------------------------------------|--------------------------------------------------------------------------|----------------------------------------------------|---------------------------------------------------------------|
| Toro Enterprises, Inc.                    | \$1,794,169.80                                                           | \$671,165.00                                       | \$2,465,334.80                                                |
| Hardy & Harper, Inc.                      | \$2,145,000.00                                                           | \$738,000.00                                       | \$2,883,000.00                                                |
| All American Asphalt                      | \$2,176,240.00                                                           | \$524,000.00                                       | \$2,700,240.00                                                |
| Gentry Brothers, Inc.                     | \$2,240,499.80                                                           | \$380,500.00                                       | \$2,619,039.80                                                |
| Excel Paving<br>Company                   | \$2,729,824.00                                                           | \$638,000.00                                       | \$3,367,824.00                                                |

According to the project specifications, the contract award decision is based on the Total Base Bid Amount only. Additive Alternate Bid Amount is not taken into consideration in determining the lowest responsible bidder.

The apparent lowest base bid was submitted by Toro Enterprises, Inc. in the total amount of \$1,794,169.80.

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 Toro Enterprises, Inc. Per the bid analysis, the bid submitted by Toro Enterprises, Inc. was determined to be the lowest responsive bid. The bid submitted by Toro Enterprises, Inc. and the bid analysis completed by staff is attached as reference.

Staff report was jointly prepared by Senior Public Works Analyst Andrés González and the Transtech team.

**ATTACHMENT(S):**

- A. Resolution No. 24-237
- B. Submitted Bid
- C. Bid Analysis
- D. Contract (clean)

## **ATTACHMENT A**

### **RESOLUTION NO. 24-237**

**A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL  
AWARDING CONSTRUCTION CONTRACT TO TORO  
ENTERPRISES, INC. FOR SAFE ROUTES TO SCHOOL  
PEDESTRIAN SAFETY PROJECT, ATP CYCLE 5, ATPL-5352(023)**

**WHEREAS**, the City of South El Monte desires to install pedestrian safety upgrades at signalized intersections and uncontrolled crosswalks including rectangular rapid flash beacons (“RRFBs”), pedestrian push buttons, countdown systems, overhead pedestrian signal systems, speed radar feedback signs, pedestrian ramps, signage, crosswalks and striping around schools and major destinations; and

**WHEREAS**, the City solicited bids for the Safe Routes to School Pedestrian Safety Project, ATP Cycle 5, ATPL-5352(023) Project on September 30, 2024 and the City received five (5) bids for the Project on October 31, 2024; and

**WHEREAS**, City staff evaluated all bids and determined Toro Enterprises, Inc., has submitted the lowest responsive bid for the Project pursuant to the City’s purchasing manual and municipal code.

**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 Safe Routes to School Pedestrian Safety Project, ATP Cycle 5, ATPL-5352(023) 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 Toro Enterprises, Inc. has submitted the lowest responsive bid for the Project pursuant to the City’s purchasing manual and municipal code, in the amount of \$1,794,169.80.

**SECTION 4.** The City Council hereby authorizes and directs the City Manager to execute a construction agreement with Toro Enterprises, 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 12<sup>th</sup> day of November 2024.

---

Gloria Olmos, Mayor

ATTEST:

---

Adrian Garcia, MMC, City Clerk

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

I, Adrian Garcia, City Clerk of the City of South El Monte, do hereby certify that the foregoing Resolution, being Resolution No. 24-237 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 12<sup>th</sup> day of November, 2024, and that said Resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

Adrian Garcia, MMC, City Clerk

**CITY OF SOUTH EL MONTE, CALIFORNIA**

**ADDENDUM #1**

**BIDDING AND CONTRACT DOCUMENTS, PLANS AND  
SPECIFICATIONS  
for**

**SAFE ROUTES TO SCHOOL PEDESTRIAN SAFETY PROJECT  
ATP CYCLE 5, ATPL-5352(023)**

**Date Issued: October 23, 2024**

**Addendum for:** SAFE ROUTES TO SCHOOL PEDESTRIAN SAFETY PROJECT  
ATP CYCLE 5, ATPL-5352(023)

**Addendum No.:** 1

**Addendum Date:** October 23, 2024

**Issued by:** City of South El Monte

**Reminder 1:** Please sign Addenda Acknowledgement on page B-2 of Bid Package Section B Titled "BID". Entire Section B shall be submitted as Bidder's Bid.

Addendum 1 revises the bid due date. The bids are due at **2:00 PM on October 31, 2024.**

The City received questions and will issue another addendum to provide clarifications.

Issued by City of South El Monte

**CITY OF SOUTH EL MONTE, CALIFORNIA**

**ADDENDUM #2**

**BIDDING AND CONTRACT DOCUMENTS, PLANS AND  
SPECIFICATIONS**

**for**

**SAFE ROUTES TO SCHOOL PEDESTRIAN SAFETY PROJECT  
ATP CYCLE 5, ATPL-5352(023)**

**Date Issued: October 25, 2024**

**Addendum for:** SAFE ROUTES TO SCHOOL PEDESTRIAN SAFETY PROJECT  
ATP CYCLE 5, ATPL-5352(023)

**Addendum No.:** 2

**Addendum Date:** October 25, 2024

**Issued by:** City of South El Monte

**Reminder 1:** Bid due date is at 2:00 PM on October 31, 2024, per Addendum 1.

**Reminder 2:** Please sign Addenda Acknowledgement on page B-2 of Bid Package Section B Titled "BID". Entire Section B shall be submitted as Bidder's Bid.

Addendum 2 removes pages B-4 through B-9 of the Bid Package, section titled "Bid", and replaces with Attachment A – Revised Bid Schedule per Addendum 2. Bidders shall submit this revised bid schedule as part of their bids, to be considered responsive.

Addendum 2 revises Bid Package, section titled "Special Provisions". Please see Attachment B – Revisions on Special Provisions per Addendum 2. The revised sections are highlighted in yellow.

Addendum 2 reissues Sheets 3, 15, 30, and 31, of the Bid Package, section titled "Appendix A-Project Plans". Please see Attachment C – Reissued Plans per Addendum 2.

**Attachments:**

Attachment A – Revised Bid Schedule per Addendum 2

Attachment B – Revisions on Special Provisions per Addendum 2

Attachment C – Reissued Plans per Addendum 2

Issued by City of South El Monte



**City of South El Monte**

**City Project No.: 630**

### **CHECKLIST FOR BIDDERS**

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

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

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

City of South El Monte

City Project No.: 630

**BID**

**CITY OF SOUTH EL MONTE**

**SAFE ROUTES TO SCHOOL PEDESTRIAN SAFETY PROJECT  
ATP CYCLE 5 PROJECT ATPL-5352(023)**

**City Project No.: 630**

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: 10-23-24

Addendum No. 2 Date: 10-25-24

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.

BID

B-2

**BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "BID"**



**City of South El Monte**

**City Project No.: 630**

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 710580, Class A,C-31, which expires on 08-31-25.

Bidder's Name: TORO ENTERPRISES, INC.

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: SEAN CASTILLO, PRESIDENT Date: 10-31-24

Title: JERRY HANNIGAN, SECRETARY Date: 10-31-24



**CITY OF SOUTH EL MONTE**  
**BID SHEETS FOR**  
**SAFE ROUTES TO SCHOOL PEDESTRIAN SAFETY PROJECT**  
**ATP CYCLE 5 PROJECT ATPL-5352(023)**

Bidder's Name: TORO ENTERPRISES, 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 of the City Engineer, at the following prices:

| BASE BID SCHEDULE PER ADDENDUM 2   |                                                                                                                                                                                                       |       |      |            |             |
|------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|------|------------|-------------|
| No.                                | Description                                                                                                                                                                                           | Qty   | Unit | Unit Price | Total Price |
| <b>General Bid Items</b>           |                                                                                                                                                                                                       |       |      |            |             |
| 1                                  | Mobilization/Demobilization. Not to Exceed 5% of Total Bid                                                                                                                                            | 1     | LS   | 85,000.-   | 85,000.-    |
| 2                                  | Traffic Control. Not to Exceed 5% of Total Bid                                                                                                                                                        | 1     | LS   | 53,450.-   | 53,450.-    |
| <b>Concrete Work</b>               |                                                                                                                                                                                                       |       |      |            |             |
| <b>Bulbouts (Curb Extensions)</b>  |                                                                                                                                                                                                       |       |      |            |             |
| 3                                  | Remove Existing Concrete, Asphalt, and/or Parkway. Construct Extended Curb Ramps & Pads per Details 4, 5, & 16 on Plans                                                                               | 1,400 | SF   | 27.30      | 38,220.-    |
| <b>Curb Ramps</b>                  |                                                                                                                                                                                                       |       |      |            |             |
| 4                                  | Remove Existing Concrete, Asphalt, and/or Parkway and Replace Existing Curb Ramp with ADA Ramp & Pad per Details on Plans (Mid-Size: 200 to 295 SF Each Ramp) Ramps 6, 9, 11, 12, 13, & 17            | 6     | EA   | 7,700.-    | 46,200.-    |
| 5                                  | Remove Existing Concrete, Asphalt, and/or Parkway and Replace Existing Curb Ramp with ADA Ramp & Pad per Details on Plans (Small-Size: 105 to 180 SF Each Ramp) Ramps 1, 2, 3, 7, 8, 10, 14, 15, & 18 | 9     | EA   | 5,100.-    | 45,900.-    |
| <b>Sidewalk</b>                    |                                                                                                                                                                                                       |       |      |            |             |
| 6                                  | Remove & Replace Sidewalk (or Concrete) at Curb Ramps (4-inch Thick)                                                                                                                                  | 1,250 | SF   | 14.-       | 17,500.-    |
| <b>Curb &amp; Gutter</b>           |                                                                                                                                                                                                       |       |      |            |             |
| 7                                  | Remove & Replace Curb & Gutter per SSPWC Std 120-3 Type A2                                                                                                                                            | 425   | LF   | 134.50     | 57,162.50   |
| <b>Cross Gutters and Spandrels</b> |                                                                                                                                                                                                       |       |      |            |             |
| 8                                  | Remove & Replace Cross Gutter and/or Spandrel per SSPWC Std 122-3                                                                                                                                     | 840   | SF   | 27.50      | 23,100.-    |
| <b>Driveways</b>                   |                                                                                                                                                                                                       |       |      |            |             |
| 9                                  | Remove & Replace Existing Driveway per SSPWC Std 110-2, Type B                                                                                                                                        | 260   | SF   | 22.-       | 5,720.-     |



| BASE BID SCHEDULE PER ADDENDUM 2            |                                                                                                                                                                                                                                                                                             |       |      |                          |                           |
|---------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|------|--------------------------|---------------------------|
| No.                                         | Description                                                                                                                                                                                                                                                                                 | Qty   | Unit | Unit Price               | Total Price               |
| <b>ADA Pads (Truncated Domes)</b>           |                                                                                                                                                                                                                                                                                             |       |      |                          |                           |
| 10                                          | Furnish & Install Truncated Dome (ADA Pad) on <u>Existing</u> Concrete (Approximately 4'x5' Pad Size)                                                                                                                                                                                       | 20    | EA   | 841.-                    | 16,820.-                  |
| <b>Striping: Traffic</b>                    |                                                                                                                                                                                                                                                                                             |       |      |                          |                           |
| 11                                          | Restripe (Refresh) Existing Centerline Striping. Single-Yellow Centerline per Caltrans Std. A20A Detail 2 (if Directed)                                                                                                                                                                     | 2,000 | LF   | 0.55                     | 1,100.-                   |
| 12                                          | Restripe (Refresh) Existing Centerline Striping. Double-Yellow Centerline per Caltrans Std. A20A Detail 22 (if Directed)                                                                                                                                                                    | 2,000 | LF   | 1.60                     | 3,200.-                   |
| 13                                          | Restripe (Refresh) Existing Yellow Median Island Striping (Tapered Noses) per Caltrans Std. A20B Detail 29 (if Directed)                                                                                                                                                                    | 1,000 | LF   | 3.05                     | 3,050.-                   |
| 14                                          | Restripe (Refresh) Existing Yellow Two-Way Left-Turn Lane Striping per Caltrans Std. A20B Detail 32 (if Directed)                                                                                                                                                                           | 1,000 | LF   | 2.10                     | 2,100.-                   |
| 15                                          | Restripe (Refresh) Existing 8"-Wide Turn Pocket Striping. Per Caltrans Std. A20A Detail 9 (if Directed)                                                                                                                                                                                     | 500   | LF   | 1.30                     | 650.-                     |
| 16                                          | Restripe (Refresh) Existing 6"-Wide Traffic Lane Striping. Per Caltrans Std. A20A Detail 9 (if Directed)                                                                                                                                                                                    | 1,000 | LF   | 0.55                     | 550.-                     |
| 17                                          | Restripe (Refresh) Existing 6"-Wide Channelizing Striping (~50 LF at Intersections) as Shown on the Plans (if Directed)                                                                                                                                                                     | 1,000 | LF   | 1.05                     | 1,050.-                   |
| <b>Striping: Crosswalks (Thermoplastic)</b> |                                                                                                                                                                                                                                                                                             |       |      |                          |                           |
| 18                                          | Remove & Replace Existing Crosswalk Striping (2-ft Wide x 12-ft to 16-ft Long per Stripe). Install Ladder Crosswalk at 2-ft. Spacing. <u>White</u> Color Striping (High-Visibility) with <u>White</u> Retro-Reflective Markers. Price per Length Across Street (Including Blank Spacing).   | 850   | LF   | 17.40<br><del>8.80</del> | 14,790.-<br>7,480.- (SC)  |
| 19                                          | Remove & Replace Existing Crosswalk Striping (2-ft Wide x 12-ft to 16-ft Long per Stripe). Install Ladder Crosswalk at 2-ft. Spacing. <u>Yellow</u> Color Striping (High-Visibility) with <u>Yellow</u> Retro-Reflective Markers. Price per Length Across Street (Including Blank Spacing). | 2,100 | LF   | 16.40<br><del>4.-</del>  | 34,440.-<br>16,900.- (SC) |
| <b>Striping: Miscellaneous (Paint)</b>      |                                                                                                                                                                                                                                                                                             |       |      |                          |                           |
| 20                                          | Restripe Existing or Stripe New Arrows (Left, Right, Through, Merge, Etc.)                                                                                                                                                                                                                  | 20    | EA   | 56.-                     | 1,120.-                   |
| 21                                          | Restripe Existing or Stripe New Speed Limit Markings ("30")                                                                                                                                                                                                                                 | 10    | EA   | 70.30                    | 703.-                     |
| 22                                          | Restripe Existing or Stripe New Words ("Stop", "Ahead", "School" etc.)                                                                                                                                                                                                                      | 100   | EA   | 73.25                    | 7,325.-                   |
| 23                                          | Restripe Existing or Stripe New Yield Triangles ("Shark Teeth")                                                                                                                                                                                                                             | 130   | EA   | 19.-                     | 2,470.-                   |
| 24                                          | Restripe Existing or Stripe New Painted Curbs (Red Color or Other Color as Directed)                                                                                                                                                                                                        | 1,200 | LF   | 17.88                    | 21,456.-                  |
| 25                                          | Restripe Existing or Stripe New 12-inch-Wide Limit Lines                                                                                                                                                                                                                                    | 1,350 | LF   | 1.55                     | 2,092.50                  |
| 26                                          | Remove Existing Miscellaneous Striping (Arrows, Words, etc.)                                                                                                                                                                                                                                | 160   | EA   | 194.45                   | 31,112.-                  |
| 27                                          | Remove Existing Striping (Centerline, Limit Line, Lane Lines, etc.)                                                                                                                                                                                                                         | 2,000 | LF   | 1.-                      | 2,000.-                   |

| BASE BID SCHEDULE PER ADDENDUM 2  |                                                                                                                                                                                 |     |      |            |             |
|-----------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|------|------------|-------------|
| No.                               | Description                                                                                                                                                                     | Qty | Unit | Unit Price | Total Price |
| <b>Signage</b>                    |                                                                                                                                                                                 |     |      |            |             |
| <b>Existing Signs &amp; Posts</b> |                                                                                                                                                                                 |     |      |            |             |
| 28                                | Remove Existing Road Sign                                                                                                                                                       | 50  | EA   | 26.45      | 1,322.50    |
| 29                                | Remove Existing Sign Post                                                                                                                                                       | 15  | EA   | 66.05      | 990.75      |
| <b>New Signs</b>                  |                                                                                                                                                                                 |     |      |            |             |
| 30                                | Furnish & Install New Signs on Exist. or New Posts (See Below)                                                                                                                  |     |      |            |             |
| a                                 | LED Flashing Stop Sign (R1-1)<br>(Included with LED Flashing Stop Sign Price in Bid Item 35)                                                                                    | 0   | EA   |            |             |
| b                                 | School Crossing Sign (S1-1)                                                                                                                                                     | 52  | EA   | 226.60     | 11,783.20   |
| c                                 | LED Flashing School Crossing Sign (S1-1)<br>(Included with RRFB Beacon Price in Bid Item 36)                                                                                    | 0   | EA   |            |             |
| d                                 | School Warning Sign (SW24-1)                                                                                                                                                    | 2   | EA   | 288.-      | 576.-       |
| e                                 | School Speed Limit Sign (S4-5)                                                                                                                                                  | 1   | EA   | 310.-      | 310.-       |
| f                                 | Stop Here for Pedestrians Sign (R1-5C)                                                                                                                                          | 8   | EA   | 175.-      | 1,400.-     |
| g                                 | Yield Here to Pedestrians Sign (R1-5A)                                                                                                                                          | 19  | EA   | 175.-      | 3,325.-     |
| h                                 | Turning Vehicles Yield to Pedestrians Sign (R10-15)                                                                                                                             | 1   | EA   | 203.60     | 203.60      |
| i                                 | Ped Crossing Information Sign (R10-3B)                                                                                                                                          | 12  | EA   | 204.45     | 2,453.40    |
| j                                 | Crosswalk Sign (W11-2)                                                                                                                                                          | 14  | EA   | 192.65     | 2,697.10    |
| k                                 | LED Flashing Crosswalk Sign (W11-2)<br>(Included with RRFB Beacon Price in Bid Item 36)                                                                                         | 0   | EA   |            |             |
| l                                 | Downward Arrow Sign (W16-7P)                                                                                                                                                    | 60  | EA   | 137.95     | 8,277.-     |
| m                                 | Caution Traffic Does Not Stop Sign (W4-4P)                                                                                                                                      | 2   | EA   | 138.40     | 276.80      |
| n                                 | Stop Here on Red Sign (R10-23)                                                                                                                                                  | 16  | EA   | 191.95     | 3,071.20    |
| o                                 | Bicycle Share the Road Sign (W11-1 & W16-1P)                                                                                                                                    | 1   | EA   | 191.10     | 191.10      |
| p                                 | Ahead Sign (W16-9P)                                                                                                                                                             | 28  | EA   | 171.30     | 4,796.40    |
| q                                 | Stop Ahead Sign (W3-1)                                                                                                                                                          | 2   | EA   | 171.65     | 343.30      |
| r                                 | Handicap Parking Sign (R99 CA)                                                                                                                                                  | 1   | EA   | 120.45     | 120.45      |
| 31                                | Furnish & Install Additional Signs (Type/Location As-Directed)                                                                                                                  | 30  | EA   | 237.70     | 7,131.-     |
| <b>New Sign Post</b>              |                                                                                                                                                                                 |     |      |            |             |
| 32                                | Furnish & Install Galvanized Steel Sign Post<br>(8-Foot Tall or Shorter) as Shown on Plans or as Directed                                                                       | 65  | EA   | 193.40     | 12,571.-    |
| <b>Utilities/Electrical</b>       |                                                                                                                                                                                 |     |      |            |             |
| 33                                | Furnish & Install New or Replace Existing Push Buttons. ADA Push Button (ES-5C Style Push Button). Multiple Sites As-Shown on Plans or Allowance As-Needed During Construction. | 20  | EA   | 3,045.-    | 60,900.-    |
| 34                                | At Site 6, Furnish & Install New ADA PED Signal Head (ES-4B Style Pedestrian Head) with Audible/Visible Countdown. Remove Existing Ped Signal Head if Existing.                 | 8   | EA   | 1,997.-    | 15,976.-    |
| 35                                | Furnish & Install New LED Flashing Stop Sign (R1-1) with Red-Flashing Beacon Above LED Flashing Stop Sign and Solar Panel with Battery                                          | 13  | EA   | 4,720.-    | 61,360.-    |



| BASE BID SCHEDULE PER ADDENDUM 2 |                                                                                                                                                                                                                                                                                                                                                                |       |      |            |             |
|----------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|------|------------|-------------|
| No.                              | Description                                                                                                                                                                                                                                                                                                                                                    | Qty   | Unit | Unit Price | Total Price |
| 36                               | Furnish & Install Rectangular Rapid Flashing Beacon (RRFB) Assembly. Including Pole, Solar Panel with Battery, Push Button, Dual-Sided Flashing Rectangular Beacons, Dual-Sided Flashing Signs, Dual-Sided Downward Arrow                                                                                                                                      | 14    | EA   | 16,625.-   | 232,750.-   |
| 37                               | At Site 1: Remove Overhead Beacons (Signal Heads) from Existing Mast Arm/Pole, Existing Controller (In Cabinet), Pedestrian Signal Heads, Push Buttons, and Appurtenant Wiring and Devices Associated with Beacons, Cabinets, Pedestrian Signal Heads, and Push Buttons.                                                                                       | 1     | LS   | 3,675.-    | 3,675.-     |
| 38                               | At Sites 7, 13, and 14: Remove Overhead Beacons (Signal Heads) from Existing Mast Arm/Pole, Existing Controller (In Cabinet), Pedestrian Signal Heads, Push Buttons, and Appurtenant Wiring and Devices Associated with Beacons, Cabinets, Pedestrian Signal Heads, and Push Buttons.                                                                          | 1     | LS   | 4,720.-    | 4,720.-     |
| 39                               | At Site 1, Furnish & Install New, Complete HAWK System Components on Existing Poles/Mast Arms and Inside of Existing Cabinet and Conduits: Including HAWK Beacons, Signs, Pedestrian Heads (with Countdown), Audible Push Button, Controller, and Wiring. Controller to be Installed in Existing Cabinets, and Wiring Inside of Existing Conduits.             | 1     | LS   | 68,000.-   | 68,000.-    |
| 40                               | At Site 7, 13, and 14, Furnish & Install New, Complete HAWK System Components on Existing Poles/Mast Arms and Inside of Existing Cabinet and Conduits: Including HAWK Beacons, Signs, Pedestrian Heads (with Countdown), Audible Push Button, Controller, and Wiring. Controller to be Installed in Existing Cabinets, and Wiring Inside of Existing Conduits. | 1     | LS   | 193,860.-  | 193,860.-   |
| 41                               | At Sites 1, 7, 13, and 14: Furnish & Install New 2" PVC Sch 80 Conduit in Concrete Encasement in Existing Pavement/Sidewalk (Allowance Only as Necessary if Existing Conduits are Insufficient). Conduits to House New Wiring as Part of Complete HAWK Package. Wiring Included as Part of HAWK Package Bid Item.                                              | 2,000 | LF   | 147.-      | 294,000.-   |
| 42                               | At Site 10: Furnish & Install New HAWK Signal Pole and Foundation. Pole & Mast Arm Size of Approximately 23'H x 30'L. Luminaire 13'H x 15'L. Foundation of 42"d x 12"D. Structure/Hardware Only (HAWK Signal Items Bid Separately as Part of Complete HAWK Package)                                                                                            | 2     | EA   | 30,395.-   | 60,790.-    |
| 43                               | At Site 10: Furnish & Install New Pedestrian Access Pole and Foundation. Structure/Hardware Only (Electrical Items Bid Separately as Part of Complete HAWK Package).                                                                                                                                                                                           | 2     | EA   | 7,865.-    | 15,730.-    |
| 44                               | At Site 10: Furnish & Install New 2" PVC Sch 80 Conduit in Existing Pavement/Sidewalk. Conduits to House New Wiring/Cable that is Bid Separately as Part of Complete HAWK Package or as Part of Lighting).                                                                                                                                                     | 120   | LF   | 137.-      | 16,440.-    |
| 45                               | At Site 10, Furnish & Install New, Complete HAWK System, Including HAWK Beacons, Signs, Pedestrian Heads (with Countdown), Audible Push Button, Controller, Cabinet, and Wiring. Controller to be Installed in New Cabinet Mounted on Pad or on New HAWK Pole, and Wiring Inside of Newly-Constructed Conduits (Conduits Bid Separately).                      | 1     | LS   | 96,408.-   | 96,408.-    |
| 46                               | At Site 10, Furnish & Install New LED Light in Luminaire and New Illuminated Pedestrian Crossing Sign on Newly-Constructed Mast Arm. Provide Wiring for New LED Light on Luminaire and Illuminated Pedestrian Crossing Sign.                                                                                                                                   | 1     | LS   | 10,000.-   | 10,000.-    |
| 47                               | At Site 10: Furnish & Install Electrical Metering Cabinet. Including Cabinet Hardware and Electrical Contents in Accordance with SCE's Standards.                                                                                                                                                                                                              | 1     | EA   | 8,900.-    | 8,900.-     |



| BASE BID SCHEDULE PER ADDENDUM 2 |                                                                                                                                                                                                               |     |      |              |             |
|----------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|------|--------------|-------------|
| No.                              | Description                                                                                                                                                                                                   | Qty | Unit | Unit Price   | Total Price |
| 48                               | At Site 10: Construct Concrete Pads for Cabinet(s).                                                                                                                                                           | 20  | CY   | 262.-        | 5,240.-     |
| Survey Monument Restoration      |                                                                                                                                                                                                               |     |      |              |             |
| 49                               | Reset Monuments or Centerline Ties As-Necessary for Construction per Section 3-10 of the General Provisions                                                                                                   | 25  | EA   | 2,100.-      | 52,500.-    |
| Temporary Construction Signs     |                                                                                                                                                                                                               |     |      |              |             |
| 50                               | Furnish & Install Project Improvement Signs per Detail in Appendix B of Specs. Basic/Temporary Wooden Sign for Construction Only. Approx. 7'H x 5'W. Signs to be Moved to/from Each Site During Construction. | 8   | EA   | 1,600.-      | 12,800.-    |
| TOTAL BASE BID PRICE IN NUMBERS  |                                                                                                                                                                                                               |     |      | 1,794,169.80 |             |

TOTAL BASE BID PRICE IN NUMBERS: \$1,794,169.80

TOTAL BASE BID PRICE IN WORDS: One Million Seven Hundred Ninety Four Thousand One Hundred Sixty Nine Dollars and Eighty Cents.

Signature: SEAN CASTILLO

Title: PRESIDENT Date: 10-30-24

| ADDITIVE ALTERNATE BID SCHEDULE PER ADDENDUM 2 |                                                                                                                                                                                                                                                                                                   |        |      |            |             |
|------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|------|------------|-------------|
| Item                                           | Description                                                                                                                                                                                                                                                                                       | Qty    | Unit | Unit Price | Total Price |
| Asphalt Work                                   |                                                                                                                                                                                                                                                                                                   |        |      |            |             |
| A1                                             | Remove & Replace Asphalt (Full-Depth). Areas As-Needed                                                                                                                                                                                                                                            | 5,000  | SF   | 38.20      | 191,000.-   |
| A2                                             | Grind & Overlay (C2 PG-64-10). Depth of 1.5 inches. Under Crosswalks and/or Adjacent to Ramps.                                                                                                                                                                                                    | 20,000 | SF   | 14.65      | 293,000.-   |
| A3                                             | At Site 1: Replace Existing Electrical Cabinet with NEMA TS-2 or ATC Standard Cabinet (for Traffic Signals). Cabinet Hardware and Electrical Components (including Controller), per Page SP-35 of these Specs.                                                                                    | 1      | EA   | 41,000.-   | 41,000.-    |
| A4                                             | Furnish & Install New LaneLight Controller Cabinet, Mounted to Existing Cabinets at Sites 1, 7, 13, and 14.                                                                                                                                                                                       | 4      | EA   | 4,400.-    | 17,600.-    |
| A5                                             | Furnish & Install Wiring (Size Range from 22 AWG to 10 AWG) inside of New or Existing Conduit, As-Needed.                                                                                                                                                                                         | 1,000  | LF   | 7.75       | 7,750.-     |
| A6                                             | For all Sites, Furnish & Install Pole-Mounted Battery Backup "Backpack" Cabinet (16"W x 25"H x 17"D) per Page SP-35 of these Specs (for Battery Storage). Mounted on Existing or Proposed Poles. Provide Two (2) Batteries in Each Cabinet. 12VDC SigmasTek SP12-22 (7.13"Lx3"Wx6.59"H) or Equal. | 5      | EA   | 16,625.-   | 83,125.-    |
| A7                                             | For All Sites, Furnish & Install 200W Solar Panels & Provide Solar-Powered Backup Power Supply for HAWK System, Including, Luminaire, Ped. Push Button, and Illuminated Street Name Sign                                                                                                          | 2      | EA   | 18,845.-   | 37,690.-    |
| TOTAL ADDITIVE ALTERNATE BID AMOUNT IN NUMBERS |                                                                                                                                                                                                                                                                                                   |        |      | 671,165.-  |             |



**TOTAL ADDITIVE ALTERNATE BID PRICE IN NUMBERS:** \$ 671,165.-

**TOTAL ADDITIVE ALTERNATE BID PRICE IN WORDS:** Six hundred Seventy one Thousand One hundred sixty Five Dollars and zero cents

Signature: SEAN CASTILLO

Title: PRESIDENT Date: 10-31-24

Signature: JERRY HANNIGAN

Title: SECRETARY Date: 10-31-24

**The award of Contract shall be based on the TOTAL BASE BID AMOUNT.**

**The ADDITIVE ALTERNATE BID ITEMS shown per the ADDITIVE ALTERNATE BID SCHEDULE above will not be taken into account in determining the lowest responsible bidder. City may add bid items from the ADDITIVE 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.

Full compensation for the items listed to the right (Items A, B, & C) are considered as included in each and all bid Items listed in the bid schedule as applicable, and no additional and/or separate compensation will be allowed.

- |                                                    |
|----------------------------------------------------|
| A. Mobilization / Demobilization                   |
| B. Traffic Control, Public Convenience and Safety  |
| C. SWPPP Implementation, Erosion Control and BMP'S |

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.: 630

### QUESTIONNAIRE FORM

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

- (1) Bidder's Name: TORO ENTERPRISES, 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.  
N/A
- (3) Business Address: 2101 E VENTURA BLVD, OXNARD, CA 93036
- (4) Telephone: 805-483-4515 Facsimile: 805-483-2001
- (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: 710580; A, C-31  
Original Date Issued: 8/1/95 Expiration Date: 8/31/25
- (8) DIR Contractor Registration Number: 1000002410
- (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: BEN RAMIREZ, ESTIMATOR  
Date of Inspection: 10/14/24
- (10) Number of years' experience the company has as a contractor in construction work: 29
- (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:  
SEAN CASTILLO, PRESIDENT; 2101 E VENTURA BLVD, OXNARD, CA 93036 805-483-4515  
JERRY HANNIGAN, SECRETARY; 2101 E VENTURA BLVD, OXNARD, CA 93036; 805-483-4515  
TRENT ROYLE, VP OPERATIONS; 2101 E VENTURA BLVD, OXNARD, CA 93036; 805-483-4515
- (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

BID

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BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "BID"

**City of South El Monte**

**City Project No.: 630**

- (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.

N/A



City of South El Monte

City Project No.: 630

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

N/A

- (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.

N/A

- (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.

N/A

- (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.: 630**

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

Subscribed and sworn to me: \_\_\_\_\_

Signature: \_\_\_\_\_

This \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

(SEAL)

Company

Signature: \_\_\_\_\_

Title: SEAN CASTILLO, PRESIDENT

Date: 10-31-24

Signature: \_\_\_\_\_

Title: JERRY HANNIGAN, SECRETARY

Date: 10-31-24

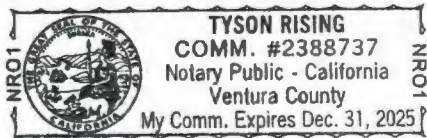
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Ventura

Subscribed and sworn to (or affirmed) before me on this 31<sup>st</sup>  
day of October, 2024, by Sean Castillo &  
Jerry Hennigan

proved to me on the basis of satisfactory evidence to be the  
person(s) who appeared before me.



(Seal)

Signature

A large, stylized handwritten signature in black ink, written over a horizontal line.



City of South El Monte

City Project No.: 630

### 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 COMMUNITY BEAUTIFICATION

Project Description AC PAVING, CONCRETE WORK AND STRIPING

Approximate Construction Dates From: 9/2023 To: 4/2024

Agency Name: CITY OF GLENDALE

Contact Person: VIKTORIYA PAKHANYAN Telephone: 818-548-3945

Address: 613 E BROADWAY, ROOM 205, GLENDALE, CA 91206

Original Contract Amount: \$ 8,356,287.95 Final Contract Amount: \$ 8,356,287.95

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

N/A

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

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

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

N/A

Project 2 Name/Number FY 2021 B GRIND AND OVERLAY PROJECT

Project Description GRIND AND OVERLAY, CONCRETE WORK AND STRIPING

Approximate Construction Date From: 02/2022 To: 4/2023

Agency Name: CITY OF SANTA BARBARA

Contact Person: ADAM ZIETS Telephone: 805-897-1981

Address: 735 ANACAPA ST, SANTA BARBARA, CA 93101

Original Contract Amount: \$ 5,098,139 Final Contract Amount: \$ 5,098,139

BID

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BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "BID"

**City of South El Monte**

**City Project No.: 630**

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

N/A

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

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

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

N/A

**Project 3 Name/Number** 2021 ANNUAL ARTERIAL PAVEMENT REHABILITATION

**Project Description** AC PAVING, CONCRETE WORK AND STRIPING

**Approximate Construction Dates** From: 2/2023 To: 7/2023

**Agency Name:** CITY OF BURBANK

**Contact Person:** DIANA REZNIK **Telephone:** 818-238-3957

**Address:** 275 E OLIVE AVE, PO BOX 6459, BURBANK, CA 91510-6459

**Original Contract Amount:** \$3,383,128 **Final Contract Amount:** \$3,715,545.22

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

EXTRA WORK AND 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.

N/A



City of South El Monte

City Project No.: 630

**Project 4 Name/Number** ANNUAL CITYWIDE STREET RESURFACING AND ADA IMPROVEMENTS

**Project Description** AC PAVING, CONCRETE WORK AND STRIPING

**Approximate Construction Dates** From: 10/2023 To: 7/2024

**Agency Name:** CITY OF PASADENA

**Contact Person:** TEDDY LUONG **Telephone:** 626-744-3711

**Address:** 100 GARFIELD AVE, PASADENA, CA 91101

**Original Contract Amount:** \$ 8,454,798.90 **Final Contract Amount:** \$ 8,875,656.64

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

EXTRA WORK AND 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.

N/A

**Project 5 Name/Number** 2023-24 OVERLAY AND SLURRY SEAL PROGRAM - OVERLAY B

**Project Description** GRIND AND OVERLAY, STRIPING

**Approximate Construction Dates** From: 8/2024 To: TBD

**Agency Name:** CITY OF SANTA CLARITA

**Contact Person:** JODEE ROTH **Telephone:** 661-670-9448

**Address:** 23920 VALENCIA BLVD, SANTA CLARITA CA 91355

**Original Contract Amount:** \$ 7,772,820 **Final Contract Amount:** \$ TBD

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

TBD

BID

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BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "BID"

**City of South El Monte**

**City Project No.: 630**

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

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

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

N/A

**Project 6 Name/Number** ANNUAL OVERLAY

**Project Description** AC PAVING, CONCRETE REHAB AND STRIPING

**Approximate Construction Dates** From: 5/2023 To: 11/2023

**Agency Name:** CITY OF CAMARILLO

**Contact Person:** KYLE BUTLER **Telephone:** 805-388-5139

**Address:** 601 CARMEN DR#6034, CAMARILLO, CA 93010

**Original Contract Amount:** \$ 3,272,556 **Final Contract Amount:** \$ 3,087,513.08

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

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.

N/A

**City of South El Monte**

**City Project No.: 630**

## **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.

PLEASE SEE ATTACHED

**Mike Barrow**  
**Project Manager**  
**Toro Enterprises, Inc.**

**Work History**

**Toro Enterprises, Inc.**

**2101 E. Ventura Blvd**

**Oxnard, CA 93036**

**Project Manager**

**2018-2020**

- **Project Management**
- **Change Orders**
- **Scheduling**
- **Submittals**
- **Contract Reviewing**

**R.C Becker**

**28355 Kelly Johnson Pkwy**

**Santa Clarita, CA 91355**

**Project Manager**

**2013-2018**

- **Project Management**
- **Change Orders**
- **Scheduling**
- **Submittals**
- **Contract Reviewing**

**Education**

**University of Idaho**

**Communications B.A. 2002- 2006**





**SEAN CASTILLO**  
P.O. Box 6285  
Oxnard, California 93031

**TORO ENTERPRISES, INC.**  
2101 E. Ventura Blvd  
Oxnard, California 93036  
President and Owner  
Dec. 1994 to present

- Supervision of field crews
- Hiring and firing
- Scheduling
- Reviewing and executing contracts
- Preparing change orders
- Financial and purchasing decisions

**CHAPARRAL CONSTRUCTION CORPORATION**  
Ventura, California  
Concrete Specialist/Lead Person  
March 1989 to Dec. 1994

- Setting forms
- Finishing concrete
- Lead person, on occasion, would be in charge of sub-crews

## **EDUCATION**

Ventura Junior College  
Various general education classes, 1988-1989

GED  
1987

*JS*

# Trent Royle

Vice President of Operations  
Project Superintendent

---

Experienced VP of Operations and Project Superintendent with over 30 years of expertise in underground construction, seeking to leverage leadership skills and industry knowledge to drive operational excellence and project success at a reputable organization.

## Experience

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2008 - Current  
**Toro Enterprises, Inc.**

2000 – 2008  
**J&s Excavating, Inc.**

1991 – 2000  
**McClay Corp.**

## Project Experience

---

- Project Bruin – Installed PVC Storm Drain, stormgate manholes, Lift Station, Dewatering, Sewer Laterals, Temp. Pump & Lift Stations
- Project Recovery – installed steel pipe, PVC, Valves, Hydrants, Air Vacs, Etc.
- Project Magic Mountain Water Pipeline – installed welded steel CMCL Transmission pipeline, Blow-Offs, Air-Vac Valves, Vaults, and Wells

## Technical Capabilities

---

- Managed multiple large projects involving PVC, DIP, and Welded Steel Pipe of varying sizes.
- Oversaw diverse crews tackling projects of varying complexities.
- Proficient in conflict resolution and utilizing technical expertise to accomplish tasks efficiently.

## Education

---

- Confined Space Training
- Competent Person Training
- 8 Hour Water Pollution Control Manager Training

## Skills

---

- Creativity
- Leadership
- Organization
- Problem solving
- Teamwork

## Contact

---

2101 E Ventura Blvd.  
Oxnard, Ca 93036  
805-483-4515  
trent@toroenterprises.com

City of South El Monte

City Project No.: 630

### 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%)* |
|-----------------------------------------------------------|--------------------------------------|------------------------------------|-----------------------------------------------------|---------------------------------|--------------------------------------|
| MSL Electric, Inc.                                        | 822450<br>class - C10                | 1000000550                         | 2918 E. La Jolla St,<br>Anaheim, CA<br>714-693-4337 | Electrical                      | 41%                                  |
|                                                           |                                      |                                    |                                                     |                                 |                                      |
|                                                           |                                      |                                    |                                                     |                                 |                                      |
|                                                           |                                      |                                    |                                                     |                                 |                                      |
|                                                           |                                      |                                    |                                                     |                                 |                                      |
|                                                           |                                      |                                    |                                                     |                                 |                                      |
|                                                           |                                      |                                    |                                                     |                                 |                                      |

\* 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

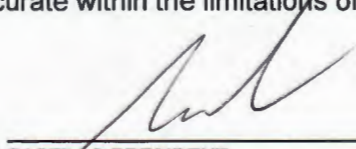
City Project No.: 630

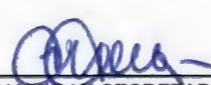
### INDUSTRIAL SAFETY RECORD FORM

Bidder's Name TORO ENTERPRISES, INC.

|                                                                                                                | Current<br>Year of<br>Record | 2023   | 2022   | 2021   | 2020   | 2019   | Total  |
|----------------------------------------------------------------------------------------------------------------|------------------------------|--------|--------|--------|--------|--------|--------|
| Number of contracts                                                                                            | 250                          | 275    | 270    | 265    | 250    | 228    | 1,538  |
| Total dollar amount of<br>contracts (in thousands of<br>dollars)                                               | \$156M                       | \$158M | \$139M | \$137M | \$125M | \$114M | \$829M |
| Number of fatalities                                                                                           | 0                            | 0      | 0      | 0      | 0      | 0      | 0      |
| Number of lost workday cases                                                                                   | 1                            | 0      | 0      | 2      | 0      | 0      | 3      |
| Number of lost workday cases<br>involving permanent transfer<br>to another job or termination<br>of employment | 4                            | 0      | 9      | 10     | 8      | 5      | 36     |

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: SEAN CASTILLO, PRESIDENT  
Date: 10-31-24

Signature:   
Title: JERRY HANNIGAN, SECRETARY  
Date: 10-31-24





**City of South El Monte**

**City Project No.: 630**

Bond 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: Safe Routes to School Pedestrian Safety Project ATP Cycle 5, ATPL-5352(023), Project No: 630

WHEREAS TORO ENTERPRISES, INC., 2101 E VENTURA BLVD. OXNARD, CA 93036  
(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 \_\_\_\_\_

Travelers Casualty and Surety Company of America, ONE TOWER SQUARE, HARTFORD, CT 06183  
(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 the Total Bid Price

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

BID

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BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "BID"

**City of South El Monte**

**City Project No.: 630**

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: October 22, 2024

**"Principal"**

TORO ENTERPRISES, INC.

By: [Signature]  
Its: Sera Castillo, President

By: [Signature]  
Its: Jerry Harrison, Secretary

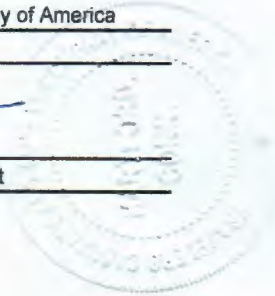
**"Surety"**

Travelers Casualty and Surety Company of America

By: [Signature]  
Its: Ethan Spector, Attorney-in-Fact

By: N/A  
Its: N/A

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.





## ACKNOWLEDGMENT

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

State of California  
County of Ventura

On October 30<sup>th</sup> 2024 before me, Tyson Rising  
(insert name and title of the officer)

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

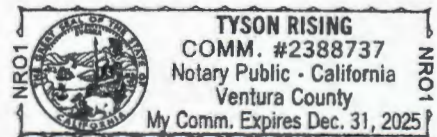
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

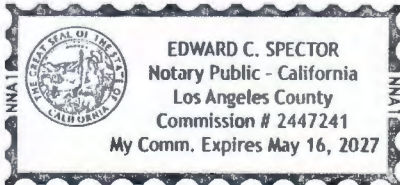
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
 County of Los Angeles )  
 On OCT 22 2024 before me, Edward C. Spector, Notary Public  
*Date Here Insert Name and Title of the Officer*  
 Personally appeared Ethan Spector  
*Name(s) of Signer(s)*

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

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

WITNESS my hand and official seal.



Signature *Ethan Spector*  
*Signature of Notary Public*

*Place Notary Seal Above*

**OPTIONAL**

*Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document \_\_\_\_\_ Document Date \_\_\_\_\_

Number of Pages \_\_\_\_\_ Signer(s) Other Than Named Above \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name \_\_\_\_\_  
☐ Corporate Officer—Title(s) \_\_\_\_\_  
☐ Partner ☐ Limited ☐ General  
☐ Individual ☐ Attorney in Fact  
☐ Trustee ☐ Guardian or Conservator  
☐ Other \_\_\_\_\_

Signer's Name \_\_\_\_\_  
☐ Corporate Officer—Title(s) \_\_\_\_\_  
☐ Partner ☐ Limited ☐ General  
☐ Individual ☐ Attorney in Fact  
☐ Trustee ☐ Guardian or Conservator  
☐ Other \_\_\_\_\_

Signer Is Representing \_\_\_\_\_

Signer Is Representing \_\_\_\_\_





**Travelers Casualty and Surety Company of America**  
**Travelers Casualty and Surety Company**  
**St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

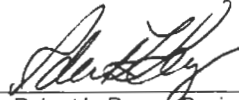
**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Ethan Spector** of **LOS ANGELES, California**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April, 2021**.



State of Connecticut

City of Hartford ss.

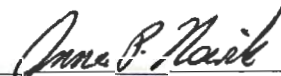
By:   
 Robert L. Raney, Senior Vice President

On this the **21st** day of **April, 2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**



  
 Anna F. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **OCT 22 2024** day of



  
 Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.**  
**Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**

City of South El Monte

City Project No.: 630

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

The undersigned declares:

I am the PRESIDENT AND SECRETARY of TORO ENTERPRISES, 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 10-31-24 [date], at OXNARD [city], CALIFORNIA [state].

Signature: \_\_\_\_\_

Printed Name: SEAN CASTILLO, PRESIDENT

Date: \_\_\_\_\_

10-31-24

Signature: \_\_\_\_\_

Printed Name: JERRY HANNIGAN, SECRETARY

Date: \_\_\_\_\_

10-31-24

**This form must be notarized.**



## ACKNOWLEDGMENT

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

State of California  
County of Ventura

On October 31<sup>st</sup>, 2024 before me, Tyson Rising  
(insert name and title of the officer)

personally appeared Sean Castillo & Jerry Hannigan  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~ are  
subscribed to the within instrument and acknowledged to me that ~~he~~/she/they executed the same in  
~~his~~/her/their authorized capacity(ies), and that by ~~his~~/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

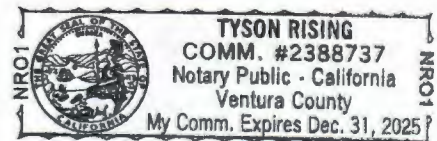
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)







### Certificate of Corporate Authority

I hereby certify that Toro Enterprises, Inc. is a duly organized and existing California corporation, which has the power to take the action called for by the following resolution.

I further certify that Sean Castillo is President, Jerry Hannigan is Secretary and Trent Royle is Vice President of Operations and all have the authority individually to execute bid bonds, bid submittals, contract documents and change orders on behalf of the corporation as stated in the minutes of the Board of Directors' Meeting of Toro Enterprises, Inc. held July 15, 2016.

In witness whereof, I have affixed by hand and seal of said corporation this 15<sup>th</sup> day of July 2016.

Jerry Hannigan  
Secretary

JH/rc



Equal Opportunity Employer  
PO BOX 6285, OXNARD, CA 93031  
PHONE: (805) 483-4515 FAX: (805) 483-3635



## Current Major Construction Projects in Progress

NAME OF THE PROJECT: MOORPARK VENDRA GARDENS

OWNER: DANCO GROUP

ARCHITECT/ENGINEER: SOUTHLAND – CIVIL ENGINEERING & SURVEY, LLP – LARRY MAR, R.C.E

CONTRACT AMOUNT: \$12,000,000.00

PERCENT COMPLETE: 50%

SCHEDULED COMPLETION: 07/2025

NAME OF THE PROJECT: INTUIT DOME

OWNER: MURPHY'S BOWL, LLC

ARCHITECT/ENGINEER: **AECOM - MICHAEL AGODOA**

CONTRACT AMOUNT: \$5,228,652.00

PERCENT COMPLETE: 95%

SCHEDULED COMPLETION: 03/2025

NAME OF THE PROJECT: EL RIO PEDESTRIAN IMPROVEMENTS

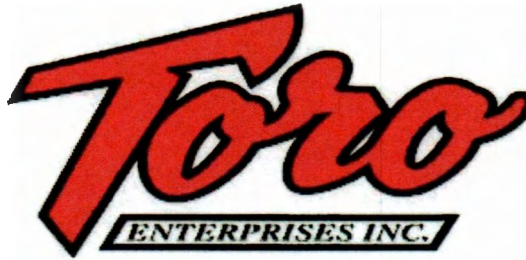
OWNER: COUNTY OF VENTURA

ARCHITECT/ENGINEER: ARIEL BRAZA, P.E. COUNTY OF VENTURA

CONTRACT AMOUNT: \$9,473,358.22

PERCENT COMPLETE: 40%

SCHEDULED COMPLETION: 04/15/2025



**GENERAL ENGINEERING  
CONTRACTORS**

### **Street Improvements References**

Project Name and Location; Community Beautification Project, *Glendale, CA*

Description/Scope of work; Steet improvements consisting of asphalt milling & paving, grading, concrete curbs & gutters, sidewalk, driveways, h.c. ramps, cross gutters, sewer, storm drain, structures, dry wells, striping & markings, traffic signales, video detections systems, conduits and wiring

Owner; City of Glendale

Contact; Viktoriya Pakhanyan

Prime contractor; Toro Enterprises, Inc.

Project manager; Viktoriya Pakhanyan

Engineer; Sarkis Oganessian

Scheduled completion; 4/2024

Actual completion; 4/2024

Time Extensions; None

Original contract Price;\$ 8,356,287.95

Final Contract Price; \$ 8,356,287.95

Amount of Stop Notices; None

Amount of Liquidated Damages; None

Nature and resolution of Project Claim; None

Project Name and Location; Del Sol High School Offsite Improvements, *Oxnard, CA*

Description/Scope of work; Offsite street improvements consisting of demo, grading, concrete curbs & gutters, sidewalk, driveways, cross gutters, bus pads, median islands and landscaping, new and modified

traffic signals, sewer, water and storm drain improvements, median stamped concrete, landscape irrigation

Owner; Balfour Beatty ( General Contractor )

Contact; Joe Wandolowski 805-799-9916

Sub contractor; Toro Enterprises, Inc.

Project manager; Joe Wandolowski 805-799-9916

Engineer; Avak Ediger

Scheduled completion; 7/2024

Actual completion; 7/2024

Time Extensions; none

Original contract Price;\$18,411,405

Final Contract Price;\$18,411,405

Amount of Stop Notices;none

Amount of Liquidated Damages; none

Nature and resolution of Project Claim; none

Project Name and Location; Project Bruin, *Oxnard, CA*

Description/Scope of work; Onsite and Offsite improvements consisting of grading, asphalt paving concrete parking and loading docks, sidewalk, driveways, ribbon gutters, cross gutters, dry utilities, sewer tie in, concrete structures, catch basins, grading and asphalt paving, striping, markings and signs

Owner; Amazon ( Clark Construction ( General Contractor ))

Contact; Shiven Sompura; 714-429-9779

Sub contractor; Toro Enterprises, Inc.

Project manager; Shiven Sompura; 714-429-9779

Engineer; Kevin Evernham

Scheduled completion; 6/2023

Actual completion6/2023

Time Extensions; none

Original contract Price;\$40,000,000

Final Contract Price;\$40,000,000

Amount of Stop Notices; none

Amount of Liquidated Damages; none

Nature and resolution of Project Claim; none

Project Name and Location; Harvard Blvd Sewer Pipeline and Water mainline replacement, *Santa Paula, CA*

Description/Scope of work; 12" water main, 24" sewer line, AC paving, concrete work, striping and markings

Owner; City of Santa Paula

Contact; Jon Turner; 805-850-8562

Prime contractor; Toro Enterprises, Inc.

Project manager; Jon Turner 805-850-8562

Engineer; Robert Woodward; 805-525-4478

Scheduled completion; 5/2024

Actual completion; 5/2024

Time Extensions; None

Original contract Price;\$ 16,278,052

Final Contract Price; \$ 16,278,052

Amount of Stop Notices; None

Amount of Liquidated Damages; None

Nature and resolution of Project Claim; None



## MOST RECENTLY COMPLETED PUBLIC WORKS PROJECTS

### JOB#11107

**Project Name and Location:** GRAND AVENUE PIPELINE REPLACEMENT- Ojai, CA  
**Description/Scope of Work:** Mobilization, traffic control, WPCP, install 4", 6", 8", 10" and 12" PVC conduit, steel casing installation, 8" 10" and 12" gate valve installation, fire hydrant assembly, reconstruction of curb/gutter and sidewalk, service laterals, meter boxes and meter valves, abandon existing water main, AC pavement restoration  
**Owner:** Casitas Municipal Water District, 1055 N Ventura Ave, Oak View, CA 93022  
**Contact:** Virgil Clary [vcclary@casitaswater.com](mailto:vcclary@casitaswater.com) 805-649-2251  
**Prime Contractor:** Toro Enterprises, Inc.  
**Project Manager:** Virgil Clary [vcclary@casitaswater.com](mailto:vcclary@casitaswater.com) 805-649-2251  
**Engineer:** Michael Kielborn [michaelk@cannoncorp.us](mailto:michaelk@cannoncorp.us) 805-544-7407  
**Scheduled Completion:** 10/21  
**Actual Completion:** 09/21  
**Time Extensions:** 0  
**Original Contract Price:** \$1,444,395  
**Final Contract Price:** \$1,544,791.11  
**Amount of Stop Notices:** 0  
**Amount of Liquidated Damages:** 0  
**Nature and Resolution of Project Claim:** None

### JOB#10204

**Project Name and Location:** BRYCE CANYON NORTH/SOUTH AND FREMONT NORTH NEIGHBORHOOD WATER CAST IRON PIPE REPLACEMENT PROJECT - Oxnard, CA  
**Description/Scope of Work:** abandon existing 6" up to 10" cast iron pipe waterlines, replacement of 1-inch service lines, removal and replacement of fire hydrants, installations of water valve/air-vac/blow-off and the restoration of asphalt concrete pavement on Bryce Canyon North/South and Fremont North Neighborhoods  
**Owner:** City of Oxnard, 300 West Third Street, Oxnard, CA 93030, (805) 385-8280  
**Contact:** Renee Hatcher [renee.hatcher@oxnard.org](mailto:renee.hatcher@oxnard.org) 805-385-8280  
**Prime Contractor:** Toro Enterprises, Inc.  
**Project Manager:** Gianna Pourarian [Gianna.pourarian@oxnard.org](mailto:Gianna.pourarian@oxnard.org) 805-385-8280  
**Engineer:** Tatiana Arnaout [tatiana.arnaout@oxnard.org](mailto:tatiana.arnaout@oxnard.org) 805-385-8280  
**Scheduled Completion:** 08/2020  
**Actual Completion:** 9/2020  
**Time Extensions:** 9 days  
**Original Contract Price:** \$4,652,679  
**Final Contract Price:** \$4,793,391  
**Amount of Stop Notices:** 0  
**Amount of Liquidated Damages:** 0  
**Nature and Resolution of Project Claim:** None

### JOB#10714

**Project Name and Location:** 3<sup>rd</sup> Street Water System Improvement Project - Downey, CA  
**Description/Scope of Work:** Potable water main improvements including the installation of new main, fire hydrant assemblies, water service lines, meters and boxes; installation of gate valves, crosses, tees, bends, thrust blocks, and fittings; abandoning of existing water mains, service lines, and other associated facilities; removal and salvaging of existing fire hydrant assemblies, existing water meters, and boxes; clearing and



grubbing; trenching, backfilling and compacting; asphalt concrete (AC) and Portland cement concrete (PCC) pavement reconstruction; reconstruction of miscellaneous, PCC improvements, landscaping, irrigation, and other existing improvements

Owner: City of Downey, 1111 Brookshire Ave, Downey, CA 90241

Contact: Lorena Powell 562-904-7110 [lpowell@downeyca.org](mailto:lpowell@downeyca.org)

Prime Contractor: Toro Enterprises, Inc.

Project Manager: Dan Mueller 562-869-7331 [dmueller@downeyca.org](mailto:dmueller@downeyca.org)

Engineer: David Lew 866-782-6832 [askstantec@stantec.com](mailto:askstantec@stantec.com)

Scheduled Completion: 11/2020

Actual Completion: 11/2020

Time Extensions: 7 days

Original Contract Price: \$1,067,860

Final Contract Price: \$1,125,942

Amount of Stop Notices: 0

Amount of Liquidated Damages: 0

Nature and Resolution of Project Claim: None

#### **JOB#10653**

Project Name and Location: Street Resurfacing -- Walker/Moon Dr, Dowell to Victoria -- Ventura, CA

Description/Scope of Work: Street Resurfacing, SWPPP, adjusting sewer and storm drain manholes, adjusting water valves, cold milling, slurry seal, grade stabilization, R/R of curb and gutter, asphalt rubber hot mix, new AC, striping

Owner: City of Ventura, 501 Poli St, Ventura, CA 93001

Contact: David Gil 805-841-2775 [dgil@cityofventura.ca.gov](mailto:dgil@cityofventura.ca.gov)

Prime Contractor: Toro Enterprises, Inc.

Project Manager: Alejandro Puga 805-654-7764 [apuga@cityofventura.ca.gov](mailto:apuga@cityofventura.ca.gov)

Engineer: Zach Bryant 805-886-0206 [zach@fecivil.com](mailto:zach@fecivil.com)

START 10/2020

Scheduled Completion: 12/2020

Actual Completion: 11/2020

Time Extensions: 0

Original Contract Price: \$1,137,860

Final Contract Price: \$1,067,519

Amount of Stop Notices: 0

Amount of Liquidated Damages: 0

Nature and Resolution of Project Claim: None

#### **JOB#10620**

Project Name and Location: Rice Road Bike Lanes -- Oxnard, CA

Description/Scope of Work: Mobilization, traffic control & construction signing, STORM water pollution control, PCC curb & gutter, PCC gutter, 6" thick AC pavement widening, 5' wide cold milling, 1.5" grinding, AC taper with key, 1.5" thick ARHM pavement overlay, AC misc. paving, 4" AC dike, traffic cabinet & signal loop detector replacement, removal & disposal of existing guardrail, Midwest guardrail system & terminal system, survey monument adjustment, pavement delineation, striping & signs

Owner: County of Ventura, 800 South Victoria, Ventura, CA 93009

Contact: Christopher Cooper 805-654-2018 [chris.cooper@ventura.org](mailto:chris.cooper@ventura.org)

Prime Contractor: Toro Enterprises, Inc.

Project Manager: Ariel Braza 805-654-2018 [ariel.braza@ventura.org](mailto:ariel.braza@ventura.org)

Engineer: Ariel Braza 805-654-2018 [ariel.braza@ventura.org](mailto:ariel.braza@ventura.org)

Scheduled Completion: 10/2020

Actual Completion: 09/2020

Time Extensions: 0

Original Contract Price: \$898,201

Final Contract Price: \$860,350

Amount of Stop Notices: 0

Amount of Liquidated Damages: 0

Nature and Resolution of Project Claim: None

#### **JOB#10336**

Project Name and Location: 2019-2020 Pavement Slurry Seal -- Santa Paula, CA



**Description/Scope of Work:** Mobilization, traffic control, paving rehabilitation, dig outs, grind and overlay, striping, curb ramp construction, curb and gutter replacement, sewer main spot repairs and replacement, utility cover adjustments, potable water improvements, 6" and 8" water valve replacement, striping.

**Owner:** City of Santa Paula, 970 VENTURA ST, Santa Paula, CA 93060

**Contact:** Clete Saunier 805-933-4212 [csaunier@spcity.org](mailto:csaunier@spcity.org)

**Prime Contractor:** Toro Enterprises, Inc.

**Project Manager:** Sarah Watte 805-658-6800 [swatte@pheonixcivil.com](mailto:swatte@pheonixcivil.com)

**Engineer:** Jon Turner 805-658-6800 [jturner@pheonixcivil.com](mailto:jturner@pheonixcivil.com)

**Scheduled Completion:** 06/2020

**Actual Completion:** 05/2020

**Time Extensions:** 0

**Original Contract Price:** \$1,117,392

**Final Contract Price:** \$1,194,329

**Amount of Stop Notices:** 0

**Amount of Liquidated Damages:** 0

**Nature and Resolution of Project Claim:** None

#### **JOB#9236**

**Project Name and Location:** Pennsylvania Avenue Rehabilitation Project – Glendale, CA

**Description/Scope of Work:** Selective removal and repair of broken and damaged sidewalks; curbs; curbs and gutters; cross gutters, alley and driveway aprons; Removal of substandard curb ramps and construction of new curb ramps that are compliant with the Americans with Disabilities Act; Remodeling of curb drains; Modification of existing catch basins; Adjustment of existing water valve covers and manhole frame and covers to grade; Selective removal/reconstruction/surface grinding of deteriorated pavement and placement of asphalt concrete pavement; Overlay of asphalt rubber hot mix pavement (ARHM); Repair of damaged Sewer; Removal and hauling away of grindings; Modification of Traffic Signals, and Installation of striping and other pavement markings.

**Owner:** City of Glendale, 633 East Broadway, Room 205, Glendale, CA 91206

**Contact:** Saumil Mody [smody@glendaleca.gov](mailto:smody@glendaleca.gov), (818) 937-8255

**Prime Contractor:** Toro Enterprises, Inc.

**Project Manager:** Saumil Mody, [SMODY@Glendaleca.gov](mailto:SMODY@Glendaleca.gov), (818) 937-8255

**Engineer:** Sarkis Oganessian, (818) 546-3946, [soganesyan@glendaleca.gov](mailto:soganesyan@glendaleca.gov)

**Original Contract Price:** \$2,347,977

**Final Contract Price:** \$2,433,077

**Scheduled Completion:** 2/20

**Actual Completion:** 3/20

**Time Extensions:** None

**Number of Stop notices:** None

**Amount of Liquidated Damages:** None

**Nature and Resolution of Project Claim:** None



**GENERAL ENGINEERING  
CONTRACTORS**

**FOUR LARGEST MOST RECENTLY COMPLETED PROJECT**

**JOB #10151**

**Project Name and Location; OLD TOWN SIDEWALK IMPROVEMENTS PROJECT**

**Description/Scope of work; The Old Town Sidewalk Improvement Program will construct a network of sidewalks along at least one side of the streets in the residential areas of Old Town. The project will assess sidewalk deficiencies, create a prioritization plan, and install sidewalk improvements north of Hollister Avenue from South Fairview Avenue to Kinman Avenue as well as Pine Avenue south of Hollister Avenue**

**Owner; CITY OF GLENDAL**

**Contact; James Winslow, Sr. 805-961-7577**

**Prime contractor; Toro Enterprises, Inc.**

**Project manager; James Winslow, Sr. 805-961-7577**

**Engineer; SHAWN KAWALEWSKI**

**Scheduled completion;11/2020**

**Actual completion;11/2020**

**Time Extensions;0**

**Original contract Price;\$3,158, 750**

**Final Contract Price;\$3,158, 750**

**Amount of Stop Notices;0**

**Amount of Liquidated Damages;0**

**Nature and resolution of Project Claim; None**

**JOB #11725**

Project Name and Location; FY 2021- B GRIND AND OVERLAY PROJECT-VARIOUS LOCATIONS

Description/Scope of work; REPAIR VARIOUS STREETS BY PERFORMING ASPHALT DIG OUTS TO REPAIR FAILED AREAS; TREE ROOT PRUNING AND CONCRETE CURB AND GUTTER REPLACEMENT; SIDEWALK REMOVAL AND REPLACEMENT; ASPHALT; RECONSTRUCTION OF EXISTING NON -COMPLIANT CURB RAMPS; CONSTRUCT NEW CURB RAMPS; TRAFFIC STRIPING AND MARKINGS; RELOCATE AND PROTECT EXISTING SIGNS AND ROADWAY NAME STAMPS; PERFORM TRAFFIC CONTROL, NOTIFICATIONS AND POSTINGS; COMPLETE AND IN PLACE

Owner; CITY OF SANTA BARBARA

Contact; ADAM ZIETS 805-897-1981

Prime contractor; Toro Enterprises, Inc.

Project manager; ADAM ZIETS 805-897-1981

Engineer; ALEX UBALDO 805-564-5363

Scheduled completion; 4/2023

Actual completion; 4/2023

Time Extensions; 0

Original contract Price; \$5,098,139

Final Contract Price; \$5,098,139

Amount of Stop Notices; 0

Amount of Liquidated Damages; 0

Nature and resolution of Project Claim; None

#### **JOB #11222**

Project Name and Location; FY 2020-21 ST RESURFACING & SEWER REHABILITATION

Description/Scope of work; Contractor shall furnish labor, materials, equipment, services, and specialized skills to perform work involved in the Project. The Work included in the Bid is defined in accordance with Specifications No. 3819 and Plan Nos. 1-3054, 1-3076, 1-3080, 1-3081, 3-1571, 3-1578, 49-248, and 49-249. The work generally includes: selective removal and reconstruction of deteriorated pavement; surface grinding and placement of ARHM over Asphalt Concrete Pavement (Leveling Course) or ARHM pavement; application of crack sealing material and emulsion aggregate slurry (Slurry Seal Type II); construction of new concrete curb and gutters and longitudinal gutter; selective removal and reconstruction of concrete curbs, curb and gutters, cross gutters, alley aprons, driveways, and sidewalks; construction of curb ramps meeting ADA requirements; removal and planting of trees and pruning of tree roots; adjustment of existing manholes, water valves, water meters, and other utilities to finished grade; installation of striping and other pavement markings; traffic hump installations on Fischer Street and Griswold Street; slope stabilization and road reconstruction on Melwood Drive; sewer lateral removal and replacement at Chevy Chase Library and Fire Station 23; sanitary sewer point repairs, lining, manhole construction, shelf repair, and shaft step replacements at various locations throughout the City; as shown on the project plans and specifications, Standard Plans for Public Works Construction (SPPWC 2018 Edition), and the Standard Specifications for Public Works Construction (2012 Edition), including all supplements thereto issued prior to bid opening date.

Owner; CITY OF GLENDALE

Contact; VIKTORIYA PAKHANYAN 818-548-3945

Prime contractor; Toro Enterprises, Inc.

Project manager; VIKTORIYA PAKHANYAN 818-548-3945

Engineer; ARMEN AVAZIAN 818-548-4844

Scheduled completion; 9/2021

Actual completion; 9/2021

Time Extensions; 0

Original contract Price; \$3,639,248

Final Contract Price; \$3,813,860.87

Amount of Stop Notices; 0

Amount of Liquidated Damages; 0

Nature and resolution of Project Claim; None

#### **JOB #11980**

Project Name and Location; 2021-22 ANNUAL OVERLAY PROJECT ( CITY WIDE )

Description/Scope of work; **Generally, the Scope of Work to be performed includes, but not limited to, Asphalt Resurfacing of various streets, Citywide. Refer to the project drawings for a more detailed description of the location and limits of the work.**

Owner; CITY OF SANTA CLARITA

Contact; RAMIRO FUENTES 661-286-4134

Prime contractor; Toro Enterprises, Inc.

Project manager; RAMIRO FUENTES 661-286-4134

Engineer; CARLA CALLAHAN 661-259-2489

Scheduled completion; 10/2022

Actual completion; 10/2022

Time Extensions; 0

Original contract Price; \$8,569,436

Final Contract Price; \$8,569,436

Amount of Stop Notices; 0

**Amount of Liquidated Damages; 0**

**Nature and resolution of Project Claim; None**



### **Street Improvements References**

**Project Name:** 2018-2019 Overlay B Project

**Location:** Santa Clarita, CA

**Description:** Citywide Pavement Resurfacing

**Owner:** City of Santa Clarita, 23920 Valencia Blvd. Santa Clarita, CA 91355, [rfuentes@santa-clarita.com](mailto:rfuentes@santa-clarita.com), (661) 286-4134

**Prime Contractor:** Toro Enterprises, Inc., 2101 East Ventura Blvd. Oxnard, CA 93036, (805) 483-4515, [sean@toroenterprises.com](mailto:sean@toroenterprises.com)

**Engineer:** Pavement Engineering Inc. 3485 Sacramento Dr., Suite A San Luis Obispo, CA (805) 781-2265, [info@pavementengineering.com](mailto:info@pavementengineering.com)

**Project Manager:** Ramiro Fuentes, (661) 286- 4134, [rfuentes@santaclarita.com](mailto:rfuentes@santaclarita.com)

**Scope:** AC Dig-outs, Asphalt milling, ARHM overlay, Thin Maintenance ARHM Overlay, Striping

**Initial Contract Price:** \$3,065,610.00

**Final Contract Price:** \$3,347,941

**Original Completion Time:** 12/19

**Final Completion Time:** 12/19

**Time Extensions:** None

**Number of Stop notices:** None

**Amount of Liquidated Damages:** None

**Nature and Resolution of Project Claim:** None

**Project Name:** Vineyard Avenue Street Resurfacing Project PW 16-12

**Location:** Oxnard, CA

**Description:** Resurfacing Project

**Owner:** City of Oxnard, 300 West Third Street, Oxnard, CA 93030, (805) 385-8280,  
Tatiana.Arnaout@oxnard.org

**Prime Contractor:** Toro Enterprises, Inc., 2101 East Ventura Blvd. Oxnard, CA, (805) 483-4515,  
sean@toroenterprises.com

**Engineer:** Jim Nelson, jim.nelson@oxnard.org

**Project Manager:** Alexander Nguyen, (805) 385-7430, alexander.nguyen@oxnard.org

**Scope:** Resurfacing of existing asphalt concrete pavement and concrete works, milling of existing asphalt concrete pavement, placement and compaction of asphalt concrete, rubber hot mix pavement, slurry seal and crack seal, dig-out and reconstruction of failed areas and concrete works

**Initial Contract Price:** \$2,793,079.00

**Final Contract Price:** \$2,652,665

**Original Completion Time:** 06/19

**Final Completion Time:** 09/19

**Time Extensions:** None

**Number of Stop notices:** None

**Amount of Liquidated Damages:** None

**Nature and Resolution of Project Claim:** None

**Project Name:** Pennsylvania Avenue Rehabilitation Project

**Location:** Glendale, CA

**Description:** Joint Project between City of Glendale and County of Los Angeles, Remove and repair sidewalk and curb, ramps, curb ramps, curb drains

**Owner:** City of Glendale, 633 East Broadway, Room 205, Glendale, CA, [smody@glendaleca.gov](mailto:smody@glendaleca.gov), (818) 937-8255

**Prime Contractor:** Toro Enterprises, Inc., 2101 East Ventura Blvd. Oxnard, CA 93030, (805) 483-4515,  
sean@toroenterprises.com

**Engineer:** Sarkis Oganessian, (818) 548-3945, [soganesyan@glendaleca.gov](mailto:soganesyan@glendaleca.gov)

**Project Manager:** Saumil Mody, [SMODY@Glendaleca.gov](mailto:SMODY@Glendaleca.gov), (818) 937-8255

**Scope:** Selective removal and repair of broken and damaged sidewalks; curbs; curbs and gutters; cross gutters, alley and driveway aprons; Removal of substandard curb ramps and construction of new curb



ramps that are compliant with the Americans with Disabilities Act; Remodeling of curb drains; Modification of existing catch basins; Adjustment of existing water valve covers and manhole frame and covers to grade; Selective removal/reconstruction/surface grinding of deteriorated pavement and placement of asphalt concrete pavement; Overlay of asphalt rubber hot mix pavement (ARHM); Repair of damaged Sewer; Removal and hauling away of grindings;. Modification of Traffic Signals, and Installation of striping and other pavement markings.

**Initial Contract Price:** \$2,347,977

**Final Contract Price:** Pending

**Original Completion Time:** 2/20

**Final Completion Time:** 3/20

**Time Extensions:** None

**Number of Stop notices:** None

**Amount of Liquidated Damages:** None

**Nature and Resolution of Project Claim:** None

**Project Name:** Auto Center Commercial Neighborhood Street Resurfacing Project

**Location:** Oxnard, CA

**Description:** Street Resurfacing Project

**Owner:** City of Oxnard, 300 West Third Street, Oxnard, CA 93030, (805) 385-8280

**Prime Contractor:** Toro Enterprises, Inc. 2101 East Ventura Blvd. Oxnard, CA 93036, (805) 483-4515, sean@toroenterprises.com

**Engineer:** Robert Hearne, (805) 385-7832

**Project Manager:** Rebbie Oleary, Rebbie.oleary@oxnard.org

**Scope:** Resurface existing asphalt concrete pavement and concrete works. The Work includes the milling of existing AC pavement; placement & compaction of AC pavement; slurry seal & crack seal; ARAM cape seal; dig-out & reconstruction of failed areas; and striping.

**Initial Contract Price:** \$1,560,856

**Final Contract Price:** \$1,570,499

**Original Completion Time:** 12/19

**Final Completion Time:** 12/19

**Time Extensions:** None

**Number of Stop notices:** None

**Amount of Liquidated Damages:** None

**Nature and Resolution of Project Claim:** None

**Project Name:** La Colonia Neighborhood Street Improvement Phase I

**Location:** Oxnard, CA

**Description:** Street Improvements Project

**Owner:** City of Oxnard

**Prime Contractor:** Toro Enterprises, Inc. 2101 East Ventura Blvd. Oxnard, CA 93036, (805) 483-4515, [sean@toroenterprises.com](mailto:sean@toroenterprises.com)

**Engineer:** Rene Hatcher, (805) 385-7832

**Project Manager:** Alexander Nguyen, (805) 385-7430, [alexander.nguyen@oxnard.org](mailto:alexander.nguyen@oxnard.org)

**Scope:** Resurface existing asphalt concrete pavement and concrete works including the milling of existing asphalt concrete pavement; placement and compaction of asphalt pavement; slurry seal and crack seal; repair and replacement of curb, gutter, sidewalk and curb ramps.

**Initial Contract Price:** \$1,116,575.80

**Final Contract Price:** \$1,236,542

**Original Completion Time:** 7/18

**Final Completion Time:** 7/18

**Time Extensions:** None

**Number of Stop notices:** None

**Amount of Liquidated Damages:** None

**Nature and Resolution of Project Claim:** None

**Project Name:** Santa Clarita Valley Sheriff's Station Phase III C Golden Valley Road Right-of-Way Improvements

**Location:** Santa Clarita, CA

**Description:** Concrete demolition, Pavement and Pavement overlay, pavement milling, curb and gutter

**Owner:** City of Santa Clarita, 23920 Valencia Blvd. Santa Clarita, CA 91355, [rfuentes@santa-clarita.com](mailto:rfuentes@santa-clarita.com), (661) 286-4134

**Prime Contractor:** Toro Enterprises, Inc. 2101 East Ventura Blvd. Oxnard, CA 93036, (805) 483-4515, [sean@toroenterprises.com](mailto:sean@toroenterprises.com)

**Engineer:** Carla Callahan, (661) 286-4130. [ccallahan@santa-clarita.com](mailto:ccallahan@santa-clarita.com)

**Project Manager:** Lisa Campos, (661) 255-4326, [lcampos@santa-clarita.com](mailto:lcampos@santa-clarita.com)

**Scope:** Mobilization and demobilization, pavement and concrete demolition, general demolition, base and paving, Pavement overlay, pavement milling, pavement repairs, street crossings, curb and gutter, driveway approaches, Edison conduits and structures, City fiber optics (conduits, structures, and cables), Intersection driveways, manhole adjustments, median landscaping, new and modified medians, miscellaneous conduits and structures, drainage devices, potholing, private driveway construction, relocation of landscape meter / controller and systems, median landscaping, SWPPP compliance,

relocation of temporary power meter pedestal , retaining wall, grading, sewer lateral locate and cap, sidewalk, sidewalk removal, signage and striping, Spectrum conduits and structures, storm drain and catch basins, street lights (conduits, cables and structures), high stability asphaltic concrete bus pad, traffic control plan, traffic control devices, traffic control management, flashing traffic beacon/signal, trenching and re-compaction, wet and dry utility coordination.

**Initial Contract Price:** \$2,617,851.05

**Final Contract Price:** \$2,019,777

**Original Completion Time:** 12/18

**Final Completion Time:** 12/18

**Time Extensions:** None

**Number of Stop notices:** None

**Amount of Liquidated Damages:** None

**Nature and Resolution of Project Claim:** None



GENERAL ENGINEERING  
CONTRACTORS

SIMILAR PROJECTS

**JOB#11888**

Project Name and Location; SIDEWALK AND ADA RAMP IMPROVEMENTS PROJECT ( VARIOUS LOCATIONS)

Description; SIDEWALK AND ADA RAMP IMPROVEMENTS

Owner; CITY OF VENTURA

Contact; LUIS MEJIA 805-654-7828

Prime contractor; Toro Enterprises, Inc.

Project manager; LUIS MEJIA 805-654-7828

Engineer; PHILLIP NELSON 805-652-4515

Scheduled completion; 7/2022

Actual completion; 7/2022

Time Extensions; 0

Original contract Price; \$ 308,185

Final Contract Price; \$308,185

Amount of Stop Notices; 0

Amount of Liquidated Damages; 0

Nature and resolution of Project Claim; None

**JOB#12061**

Project Name and Location; FY 2021-22 MINOR ST REHABILITATION

Description; R/R OF SIDEWALK,CURB RAMPS;SIDEWALK GRINDING;RECONSTRUCTION OF DRIVEWAYS;ASPHALT PAVEMENT;ARHM OVERLAY

Owner; CITY OF SIMI VALLEY

Contact; FUAD SHARMOUT 805-583-6788

Prime contractor; Toro Enterprises, Inc.

Project manager; FUAD SHARMOUT 805-583-6788

Engineer; RONALD FUCHIWAKI 805-583-6891

Scheduled completion;7/2022

Actual completion; 7/2022

Time Extensions;0

Original contract Price;\$ 611,703.70

Final Contract Price; \$611,703.70

Amount of Stop Notices;0

Amount of Liquidated Damages;0

Nature and resolution of Project Claim; None

#### **JOB#11441**

Project Name and Location; 2021 PAVEMENT REHABILITATION PROJECT

Description; The project generally consists of removing and replacing asphalt concrete pavement; placing concrete curbs, gutters, cross gutters, spandrels, driveway approaches, curb ramps, and sidewalks; installing storm drain improvements; traffic striping; and other incidental and appurtenant work necessary for the proper construction of the contemplated improvement, as indicated in the project specifications.

Owner; CITY OF CARPINTERIA

Contact; JOHN IASIN 805-525-4478

Prime contractor; Toro Enterprises, Inc.

Project manager; JOHN IASIN 805-525-4478

Engineer; TRAVIS MAAG 805-322-4443

Scheduled completion;3/2022

Actual completion; 3/2022

Time Extensions;0

Original contract Price;\$ 1,408,598.50

Final Contract Price; \$1,408,598.50

Amount of Stop Notices;0

Amount of Liquidated Damages;0

Nature and resolution of Project Claim; None



California Environmental Protection Agency  
**Air Resources Board**

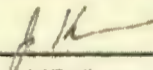
**January 1, 2024**

**CERTIFICATE OF REPORTED COMPLIANCE  
OFF-ROAD DIESEL VEHICLE REGULATION**

**is issued to**

**TORO ENTERPRISES INC.**

This certificate indicates that the fleet listed above has reported off-road diesel vehicles to the California Air Resources Board and has certified they are in compliance with title 13 CCR, section 2449. All applicable vehicles owned by the individual, company, or agency must be reported and labeled, as specified in Section 2449, with all possible completeness, else this certificate is null and void. **Certificate expires 2/28/2025**

  
\_\_\_\_\_  
Jack Elzyewski  
Chief, Mobile Source Control Division  
California Air Resources Board

Off-road Diesel Fleet Identification

**1744**

To verify the authenticity of this certificate, enter this number at  
[http://www.arb.ca.gov/doors/compliance\\_cert1.html](http://www.arb.ca.gov/doors/compliance_cert1.html)



California Environmental Protection Agency  
**Air Resources Board**

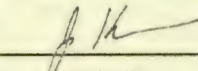
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Jack Kitowski  
Chief, Mobile Source Control Division  
California Air Resources Board

Off-road Diesel Fleet Identification

**1744**

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CONTRACTORS  
STATE LICENSE BOARD  
ACTIVE LICENSE



License Number **710580**

Entity **CORP**

Business Name **TORO ENTERPRISES INC**

Classification(s) **A C31**

Expiration Date **08/31/2025**

[www.csib.ca.gov](http://www.csib.ca.gov)



| 1. BID TABULATION                                             |                                                                                                                                                                                                                                                                               |       |                      |                       |                      |                       |                       |                       |                                   |                       |              |                       |              |                    |              |                       |                        |
|---------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|----------------------|-----------------------|----------------------|-----------------------|-----------------------|-----------------------|-----------------------------------|-----------------------|--------------|-----------------------|--------------|--------------------|--------------|-----------------------|------------------------|
| PROJECT NAME: SAFE ROUTES TO SCHOOL PEDESTRIAN SAFETY PROJECT |                                                                                                                                                                                                                                                                               |       |                      |                       |                      |                       |                       |                       |                                   |                       |              |                       |              |                    |              |                       |                        |
| ATP CYCLE 5 PROJECT ATPL-5352(023)                            |                                                                                                                                                                                                                                                                               |       |                      |                       |                      |                       |                       |                       |                                   |                       |              |                       |              |                    |              |                       |                        |
| BID TABULATION                                                |                                                                                                                                                                                                                                                                               |       |                      | Apparent Low Bidder 1 |                      | Apparent Low Bidder 2 |                       | Apparent Low Bidder 3 |                                   | Apparent Low Bidder 4 |              | Apparent Low Bidder 5 |              | AVERAGE BID VALUES |              | LOWEST UNIT BID PRICE | HIGHEST UNIT BID PRICE |
| Toro Enterprises, Inc.                                        |                                                                                                                                                                                                                                                                               |       | Hardy & Harper, Inc. |                       | All American Asphalt |                       | Gentry Brothers, Inc. |                       | Palp Inc DBA Excel Paving Company |                       |              |                       |              |                    |              |                       |                        |
| Bid Item and Description                                      |                                                                                                                                                                                                                                                                               |       | Qty                  | Unit                  | Unit Price           | Total Price           | Unit Price            | Total Price           | Unit Price                        | Total Price           | Unit Price   | Total Price           | Unit Price   | Total Price        | Unit Price   | Total Price           |                        |
| Base Bid Schedule                                             |                                                                                                                                                                                                                                                                               |       |                      |                       |                      |                       |                       |                       |                                   |                       |              |                       |              |                    |              |                       |                        |
| 1                                                             | Mobilization/Demobilization. Not to Exceed 5% of Total Bid                                                                                                                                                                                                                    | 1     | LS                   | \$85,000.00           | \$85,000.00          | \$105,000.00          | \$105,000.00          | \$100,000.00          | \$100,000.00                      | \$110,000.00          | \$110,000.00 | \$125,000.00          | \$125,000.00 | \$105,000.00       | \$105,000.00 | \$85,000.00           | \$125,000.00           |
| 2                                                             | Traffic Control. Not to Exceed 5% of Total Bid                                                                                                                                                                                                                                | 1     | LS                   | \$53,450.00           | \$53,450.00          | \$105,650.00          | \$105,650.00          | \$100,000.00          | \$100,000.00                      | \$110,000.00          | \$110,000.00 | \$124,000.00          | \$124,000.00 | \$98,620.00        | \$98,620.00  | \$53,450.00           | \$124,000.00           |
| 3                                                             | Remove Existing Concrete, Asphalt, and/or Parkway. Construct Extended Curb Ramps & Pads per Details 4, 5, & 16 on Plans                                                                                                                                                       | 1,400 | SF                   | \$27.30               | \$38,220.00          | \$115.00              | \$161,000.00          | \$10.00               | \$14,000.00                       | \$30.00               | \$42,000.00  | \$115.00              | \$161,000.00 | \$59.46            | \$83,244.00  | \$10.00               | \$115.00               |
| 4                                                             | Remove Existing Concrete, Asphalt, and/or Parkway and Replace Existing Curb Ramp with ADA Ramp & Pad per Details on Plans (Mid-Size: 200 to 295 SF Each Ramp) Ramps 6, 9, 11, 12, 13, & 17                                                                                    | 6     | EA                   | \$7,700.00            | \$46,200.00          | \$16,000.00           | \$96,000.00           | \$20,000.00           | \$120,000.00                      | \$22,000.00           | \$132,000.00 | \$17,000.00           | \$102,000.00 | \$16,540.00        | \$99,240.00  | \$7,700.00            | \$22,000.00            |
| 5                                                             | Remove Existing Concrete, Asphalt, and/or Parkway and Replace Existing Curb Ramp with ADA Ramp & Pad per Details on Plans (Small-Size: 105 to 180 SF Each Ramp) Ramps 1, 2, 3, 7, 8, 10, 14, 15, & 18                                                                         | 9     | EA                   | \$5,100.00            | \$45,900.00          | \$11,000.00           | \$99,000.00           | \$15,000.00           | \$135,000.00                      | \$22,000.00           | \$198,000.00 | \$14,000.00           | \$126,000.00 | \$13,420.00        | \$120,780.00 | \$5,100.00            | \$22,000.00            |
| 6                                                             | Remove & Replace Sidewalk (or Concrete) at Curb Ramps (4-inch Thick)                                                                                                                                                                                                          | 1,250 | SF                   | \$14.00               | \$17,500.00          | \$20.00               | \$25,000.00           | \$30.00               | \$37,500.00                       | \$11.00               | \$13,750.00  | \$48.00               | \$60,000.00  | \$24.60            | \$30,750.00  | \$11.00               | \$48.00                |
| 7                                                             | Remove & Replace Curb & Gutter per SSPWC Std 120-3 Type A2                                                                                                                                                                                                                    | 425   | LF                   | \$134.50              | \$57,162.50          | \$155.00              | \$65,875.00           | \$150.00              | \$63,750.00                       | \$160.00              | \$68,000.00  | \$350.00              | \$148,750.00 | \$189.90           | \$80,707.50  | \$134.50              | \$350.00               |
| 8                                                             | Remove & Replace Cross Gutter and/or Spandrel per SSPWC Std 122-3                                                                                                                                                                                                             | 840   | SF                   | \$27.50               | \$23,100.00          | \$45.00               | \$37,800.00           | \$50.00               | \$42,000.00                       | \$30.00               | \$25,200.00  | \$114.00              | \$95,760.00  | \$53.30            | \$44,772.00  | \$27.50               | \$114.00               |
| 9                                                             | Remove & Replace Existing Driveway per SSPWC Std 110-2, Type B                                                                                                                                                                                                                | 260   | SF                   | \$22.00               | \$5,720.00           | \$40.00               | \$10,400.00           | \$40.00               | \$10,400.00                       | \$25.00               | \$6,500.00   | \$78.00               | \$20,280.00  | \$41.00            | \$10,660.00  | \$22.00               | \$78.00                |
| 10                                                            | Furnish & Install Truncated Dome (ADA Pad) on Existing Concrete (Approximately 4'x5' Pad Size)                                                                                                                                                                                | 20    | EA                   | \$841.00              | \$16,820.00          | \$3,000.00            | \$60,000.00           | \$3,000.00            | \$60,000.00                       | \$2,000.00            | \$40,000.00  | \$900.00              | \$18,000.00  | \$1,948.20         | \$38,964.00  | \$841.00              | \$3,000.00             |
| 11                                                            | Restripe (Refresh) Existing Centerline Striping. Single-Yellow Centerline per Caltrans Std. A20A Detail 2 (if Directed)                                                                                                                                                       | 2,000 | LF                   | \$0.55                | \$1,100.00           | \$1.00                | \$2,000.00            | \$1.00                | \$2,000.00                        | \$0.72                | \$1,440.00   | \$1.00                | \$2,000.00   | \$0.85             | \$1,708.00   | \$0.55                | \$1.00                 |
| 12                                                            | Restripe (Refresh) Existing Centerline Striping. Double-Yellow Centerline per Caltrans Std. A20A Detail 22 (if Directed)                                                                                                                                                      | 2,000 | LF                   | \$1.60                | \$3,200.00           | \$1.50                | \$3,000.00            | \$2.00                | \$4,000.00                        | \$1.14                | \$2,280.00   | \$2.00                | \$4,000.00   | \$1.65             | \$3,296.00   | \$1.14                | \$2.00                 |
| 13                                                            | Restripe (Refresh) Existing Yellow Median Island Striping (Tapered Noses) per Caltrans Std. A20B Detail 29 (if Directed)                                                                                                                                                      | 1,000 | LF                   | \$3.05                | \$3,050.00           | \$1.50                | \$1,500.00            | \$2.00                | \$2,000.00                        | \$1.14                | \$1,140.00   | \$3.00                | \$3,000.00   | \$2.14             | \$2,138.00   | \$1.14                | \$3.05                 |
| 14                                                            | Restripe (Refresh) Existing Yellow Two-Way Left-Turn Lane Striping per Caltrans Std. A20B Detail 32 (if Directed)                                                                                                                                                             | 1,000 | LF                   | \$2.10                | \$2,100.00           | \$1.50                | \$1,500.00            | \$2.00                | \$2,000.00                        | \$1.08                | \$1,080.00   | \$3.00                | \$3,000.00   | \$1.94             | \$1,936.00   | \$1.08                | \$3.00                 |
| 15                                                            | Restripe (Refresh) Existing 8"-Wide Turn Pocket Striping. Per Caltrans Std. A20A Detail 9 (if Directed)                                                                                                                                                                       | 500   | LF                   | \$1.30                | \$650.00             | \$2.00                | \$1,000.00            | \$2.00                | \$1,000.00                        | \$1.90                | \$950.00     | \$1.00                | \$500.00     | \$1.64             | \$820.00     | \$1.00                | \$2.00                 |
| 16                                                            | Restripe (Refresh) Existing 6"-Wide Traffic Lane Striping. Per Caltrans Std. A20A Detail 9 (if Directed)                                                                                                                                                                      | 1,000 | LF                   | \$0.55                | \$550.00             | \$1.00                | \$1,000.00            | \$1.00                | \$1,000.00                        | \$0.84                | \$840.00     | \$1.00                | \$1,000.00   | \$0.88             | \$878.00     | \$0.55                | \$1.00                 |
| 17                                                            | Restripe (Refresh) Existing 6"-Wide Channelizing Striping (~50 LF at Intersections) as Shown on the Plans (if Directed)                                                                                                                                                       | 1,000 | LF                   | \$1.05                | \$1,050.00           | \$1.00                | \$1,000.00            | \$1.00                | \$1,000.00                        | \$0.84                | \$840.00     | \$1.00                | \$1,000.00   | \$0.98             | \$978.00     | \$0.84                | \$1.05                 |
| 18                                                            | Remove & Replace Existing Crosswalk Striping (2-ft Wide x 12-ft to 16-ft Long per Stripe). Install Ladder Crosswalk at 2-ft. Spacing. White Color Striping (High-Visibility) with White Retro-Reflective Markers. Price per Length Across Street (Including Blank Spacing).   | 850   | LF                   | \$17.40               | \$14,790.00          | \$50.00               | \$42,500.00           | \$14.00               | \$11,900.00                       | \$54.00               | \$45,900.00  | \$54.00               | \$45,900.00  | \$37.88            | \$32,198.00  | \$14.00               | \$54.00                |
| 19                                                            | Remove & Replace Existing Crosswalk Striping (2-ft Wide x 12-ft to 16-ft Long per Stripe). Install Ladder Crosswalk at 2-ft. Spacing. Yellow Color Striping (High-Visibility) with Yellow Retro-Reflective Markers. Price per Length Across Street (Including Blank Spacing). | 2,100 | LF                   | \$16.40               | \$34,440.00          | \$50.00               | \$105,000.00          | \$8.00                | \$16,800.00                       | \$54.00               | \$113,400.00 | \$54.00               | \$113,400.00 | \$36.48            | \$76,608.00  | \$8.00                | \$54.00                |

| 1. BID TABULATION                                             |                                                                                                                                                                                  |       |      |                       |             |                       |             |                       |             |                                   |             |                       |             |                    |             |                       |                        |
|---------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|------|-----------------------|-------------|-----------------------|-------------|-----------------------|-------------|-----------------------------------|-------------|-----------------------|-------------|--------------------|-------------|-----------------------|------------------------|
| PROJECT NAME: SAFE ROUTES TO SCHOOL PEDESTRIAN SAFETY PROJECT |                                                                                                                                                                                  |       |      |                       |             |                       |             |                       |             |                                   |             |                       |             |                    |             |                       |                        |
| ATP CYCLE 5 PROJECT ATPL-5352(023)                            |                                                                                                                                                                                  |       |      |                       |             |                       |             |                       |             |                                   |             |                       |             |                    |             |                       |                        |
| BID TABULATION                                                |                                                                                                                                                                                  |       |      | Apparent Low Bidder 1 |             | Apparent Low Bidder 2 |             | Apparent Low Bidder 3 |             | Apparent Low Bidder 4             |             | Apparent Low Bidder 5 |             | AVERAGE BID VALUES |             | LOWEST UNIT BID PRICE | HIGHEST UNIT BID PRICE |
| Toro Enterprises, Inc.                                        |                                                                                                                                                                                  |       |      | Hardy & Harper, Inc.  |             | All American Asphalt  |             | Gentry Brothers, Inc. |             | Palp Inc DBA Excel Paving Company |             |                       |             |                    |             |                       |                        |
| Bid Item and Description                                      |                                                                                                                                                                                  | Qty   | Unit | Unit Price            | Total Price | Unit Price            | Total Price | Unit Price            | Total Price | Unit Price                        | Total Price | Unit Price            | Total Price | Unit Price         | Total Price |                       |                        |
| 20                                                            | Restripe Existing or Stripe New Arrows (Left, Right, Through, Merge, Etc.)                                                                                                       | 20    | EA   | \$56.00               | \$1,120.00  | \$100.00              | \$2,000.00  | \$77.00               | \$1,540.00  | \$96.00                           | \$1,920.00  | \$76.00               | \$1,520.00  | \$81.00            | \$1,620.00  | \$56.00               | \$100.00               |
| 21                                                            | Restripe Existing or Stripe New Speed Limit Markings ("30")                                                                                                                      | 10    | EA   | \$70.30               | \$703.00    | \$100.00              | \$1,000.00  | \$260.00              | \$2,600.00  | \$78.00                           | \$780.00    | \$110.00              | \$1,100.00  | \$123.66           | \$1,236.60  | \$70.30               | \$260.00               |
| 22                                                            | Restripe Existing or Stripe New Words ("Stop", "Ahead", "School" etc.)                                                                                                           | 100   | EA   | \$73.25               | \$7,325.00  | \$125.00              | \$12,500.00 | \$80.00               | \$8,000.00  | \$116.40                          | \$11,640.00 | \$230.00              | \$23,000.00 | \$124.93           | \$12,493.00 | \$73.25               | \$230.00               |
| 23                                                            | Restripe Existing or Stripe New Yield Triangles ("Shark Teeth")                                                                                                                  | 130   | EA   | \$19.00               | \$2,470.00  | \$25.00               | \$3,250.00  | \$11.00               | \$1,430.00  | \$14.40                           | \$1,872.00  | \$21.00               | \$2,730.00  | \$18.08            | \$2,350.40  | \$11.00               | \$25.00                |
| 24                                                            | Restripe Existing or Stripe New Painted Curbs (Red Color or Other Color as Directed)                                                                                             | 1,200 | LF   | \$17.88               | \$21,456.00 | \$3.00                | \$3,600.00  | \$2.00                | \$2,400.00  | \$2.52                            | \$3,024.00  | \$4.00                | \$4,800.00  | \$5.88             | \$7,056.00  | \$2.00                | \$17.88                |
| 25                                                            | Restripe Existing or Stripe New 12-inch-Wide Limit Lines                                                                                                                         | 1,350 | LF   | \$1.55                | \$2,092.50  | \$4.00                | \$5,400.00  | \$6.00                | \$8,100.00  | \$3.42                            | \$4,617.00  | \$4.00                | \$5,400.00  | \$3.79             | \$5,121.90  | \$1.55                | \$6.00                 |
| 26                                                            | Remove Existing Miscellaneous Striping (Arrows, Words, etc.)                                                                                                                     | 160   | EA   | \$194.45              | \$31,112.00 | \$200.00              | \$32,000.00 | \$50.00               | \$8,000.00  | \$216.00                          | \$34,560.00 | \$139.00              | \$22,240.00 | \$159.89           | \$25,582.40 | \$50.00               | \$216.00               |
| 27                                                            | Remove Existing Striping (Centerline, Limit Line, Lane Lines, etc.)                                                                                                              | 2,000 | LF   | \$1.00                | \$2,000.00  | \$5.00                | \$10,000.00 | \$1.00                | \$2,000.00  | \$4.56                            | \$9,120.00  | \$2.00                | \$4,000.00  | \$2.71             | \$5,424.00  | \$1.00                | \$5.00                 |
| 28                                                            | Remove Existing Road Sign                                                                                                                                                        | 50    | EA   | \$26.45               | \$1,322.50  | \$20.00               | \$1,000.00  | \$610.00              | \$30,500.00 | \$12.00                           | \$600.00    | \$36.00               | \$1,800.00  | \$140.89           | \$7,044.50  | \$12.00               | \$610.00               |
| 29                                                            | Remove Existing Sign Post                                                                                                                                                        | 15    | EA   | \$66.05               | \$990.75    | \$50.00               | \$750.00    | \$610.00              | \$9,150.00  | \$18.00                           | \$270.00    | \$76.00               | \$1,140.00  | \$164.01           | \$2,460.15  | \$18.00               | \$610.00               |
| 30                                                            | Furnish & Install New Signs on Exist. or New Posts (See Below)                                                                                                                   |       |      |                       |             |                       |             |                       |             |                                   |             |                       |             |                    |             |                       |                        |
| a                                                             | LED Flashing Stop Sign (R1-1) (Included with LED Flashing Stop Sign Price in Bid Item 35)                                                                                        |       |      |                       |             |                       |             |                       |             |                                   |             |                       |             |                    |             |                       |                        |
| b                                                             | School Crossing Sign (S1-1)                                                                                                                                                      | 52    | EA   | \$226.60              | \$11,783.20 | \$300.00              | \$15,600.00 | \$220.00              | \$11,440.00 | \$312.00                          | \$16,224.00 | \$110.00              | \$5,720.00  | \$233.72           | \$12,153.44 | \$110.00              | \$312.00               |
| c                                                             | LED Flashing School Crossing Sign (S1-1) (Included with RRFB Beacon Price in Bid Item 36)                                                                                        |       |      |                       |             |                       |             |                       |             |                                   |             |                       |             |                    |             |                       |                        |
| d                                                             | School Warning Sign (SW24-1)                                                                                                                                                     | 2     | EA   | \$288.00              | \$576.00    | \$300.00              | \$600.00    | \$250.00              | \$500.00    | \$312.00                          | \$624.00    | \$178.00              | \$356.00    | \$265.60           | \$531.20    | \$178.00              | \$312.00               |
| e                                                             | School Speed Limit Sign (S4-5)                                                                                                                                                   | 1     | EA   | \$310.00              | \$310.00    | \$300.00              | \$300.00    | \$260.00              | \$260.00    | \$324.00                          | \$324.00    | \$126.00              | \$126.00    | \$264.00           | \$264.00    | \$126.00              | \$324.00               |
| f                                                             | Stop Here for Pedestrians Sign (R1-5C)                                                                                                                                           | 8     | EA   | \$175.00              | \$1,400.00  | \$250.00              | \$2,000.00  | \$250.00              | \$2,000.00  | \$226.80                          | \$1,814.40  | \$152.00              | \$1,216.00  | \$210.76           | \$1,686.08  | \$152.00              | \$250.00               |
| g                                                             | Yield Here to Pedestrians Sign (R1-5A)                                                                                                                                           | 19    | EA   | \$175.00              | \$3,325.00  | \$250.00              | \$4,750.00  | \$260.00              | \$4,940.00  | \$226.80                          | \$4,309.20  | \$152.00              | \$2,888.00  | \$212.76           | \$4,042.44  | \$152.00              | \$260.00               |
| h                                                             | Turning Vehicles Yield to Pedestrians Sign (R10-15)                                                                                                                              | 1     | EA   | \$203.60              | \$203.60    | \$300.00              | \$300.00    | \$220.00              | \$220.00    | \$252.00                          | \$252.00    | \$110.00              | \$110.00    | \$217.12           | \$217.12    | \$110.00              | \$300.00               |
| l                                                             | Ped Crossing Information Sign (R10-3B)                                                                                                                                           | 12    | EA   | \$204.45              | \$2,453.40  | \$300.00              | \$3,600.00  | \$140.00              | \$1,680.00  | \$240.00                          | \$2,880.00  | \$36.00               | \$432.00    | \$184.09           | \$2,209.08  | \$36.00               | \$300.00               |
| j                                                             | Crosswalk Sign (W11-2)                                                                                                                                                           | 14    | EA   | \$192.65              | \$2,697.10  | \$300.00              | \$4,200.00  | \$220.00              | \$3,080.00  | \$246.00                          | \$3,444.00  | \$76.00               | \$1,064.00  | \$206.93           | \$2,897.02  | \$76.00               | \$300.00               |
| k                                                             | LED Flashing Crosswalk Sign (W11-2) (Included with RRFB Beacon Price in Bid Item 36)                                                                                             |       |      |                       |             |                       |             |                       |             |                                   |             |                       |             |                    |             |                       |                        |
| l                                                             | Downward Arrow Sign (W16-7P)                                                                                                                                                     | 60    | EA   | \$137.95              | \$8,277.00  | \$100.00              | \$6,000.00  | \$150.00              | \$9,000.00  | \$96.00                           | \$5,760.00  | \$41.00               | \$2,460.00  | \$104.99           | \$6,299.40  | \$41.00               | \$150.00               |
| m                                                             | Caution Traffic Does Not Stop Sign (W4-4P)                                                                                                                                       | 2     | EA   | \$138.40              | \$276.80    | \$100.00              | \$200.00    | \$190.00              | \$380.00    | \$96.00                           | \$192.00    | \$76.00               | \$152.00    | \$120.08           | \$240.16    | \$76.00               | \$190.00               |
| n                                                             | Stop Here on Red Sign (R10-23)                                                                                                                                                   | 16    | EA   | \$191.95              | \$3,071.20  | \$100.00              | \$1,600.00  | \$170.00              | \$2,720.00  | \$103.20                          | \$1,651.20  | \$76.00               | \$1,216.00  | \$128.23           | \$2,051.68  | \$76.00               | \$191.95               |
| o                                                             | Bicycle Share the Road Sign (W11-1 & W16-1P)                                                                                                                                     | 1     | EA   | \$191.10              | \$191.10    | \$250.00              | \$250.00    | \$270.00              | \$270.00    | \$252.00                          | \$252.00    | \$178.00              | \$178.00    | \$228.22           | \$228.22    | \$178.00              | \$270.00               |
| p                                                             | Ahead Sign (W16-9P)                                                                                                                                                              | 28    | EA   | \$171.30              | \$4,796.40  | \$100.00              | \$2,800.00  | \$150.00              | \$4,200.00  | \$96.00                           | \$2,688.00  | \$61.00               | \$1,708.00  | \$115.66           | \$3,238.48  | \$61.00               | \$171.30               |
| q                                                             | Stop Ahead Sign (W3-1)                                                                                                                                                           | 2     | EA   | \$171.65              | \$343.30    | \$300.00              | \$600.00    | \$220.00              | \$440.00    | \$248.40                          | \$496.80    | \$86.00               | \$172.00    | \$205.21           | \$410.42    | \$86.00               | \$300.00               |
| r                                                             | Handicap Parking Sign (R99 CA)                                                                                                                                                   | 1     | EA   | \$120.45              | \$120.45    | \$100.00              | \$100.00    | \$140.00              | \$140.00    | \$96.00                           | \$96.00     | \$36.00               | \$36.00     | \$98.49            | \$98.49     | \$36.00               | \$140.00               |
| 31                                                            | Furnish & Install Additional Signs (Type/Location As-Directed)                                                                                                                   | 30    | EA   | \$237.70              | \$7,131.00  | \$250.00              | \$7,500.00  | \$260.00              | \$7,800.00  | \$258.00                          | \$7,740.00  | \$110.00              | \$3,300.00  | \$223.14           | \$6,694.20  | \$110.00              | \$260.00               |
| 32                                                            | Furnish & Install Galvanized Steel Sign Post (8-Foot Tall or Shorter) as Shown on Plans or as Directed                                                                           | 65    | EA   | \$193.40              | \$12,571.00 | \$275.00              | \$17,875.00 | \$240.00              | \$15,600.00 | \$258.00                          | \$16,770.00 | \$178.00              | \$11,570.00 | \$228.88           | \$14,877.20 | \$178.00              | \$275.00               |
| 33                                                            | Furnish & Install New or Replace Existing Push Buttons. ADA Push Button (ES-5C Style Push Button). Multiple Sites As- Shown on Plans or Allowance As-Needed During Construction. | 20    | EA   | \$3,045.00            | \$60,900.00 | \$2,500.00            | \$50,000.00 | \$2,000.00            | \$40,000.00 | \$3,480.00                        | \$69,600.00 | \$4,000.00            | \$80,000.00 | \$3,005.00         | \$60,100.00 | \$2,000.00            | \$4,000.00             |
| 34                                                            | At Site 6, Furnish & Install New ADA PED Signal Head (ES-4B Style Pedestrian Head) with Audible/Visible Countdown. Remove Existing Ped Signal Head if Existing.                  | 8     | EA   | \$1,997.00            | \$15,976.00 | \$2,500.00            | \$20,000.00 | \$2,000.00            | \$16,000.00 | \$1,800.00                        | \$14,400.00 | \$2,500.00            | \$20,000.00 | \$2,159.40         | \$17,275.20 | \$1,800.00            | \$2,500.00             |



| 1. BID TABULATION                                             |                                                                                                                                                                                                                                                                                                                                                                |       |      |                       |              |                       |              |                       |              |                                      |              |                       |              |                    |              |                             |                              |
|---------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|------|-----------------------|--------------|-----------------------|--------------|-----------------------|--------------|--------------------------------------|--------------|-----------------------|--------------|--------------------|--------------|-----------------------------|------------------------------|
| PROJECT NAME: SAFE ROUTES TO SCHOOL PEDESTRIAN SAFETY PROJECT |                                                                                                                                                                                                                                                                                                                                                                |       |      |                       |              |                       |              |                       |              |                                      |              |                       |              |                    |              |                             |                              |
| ATP CYCLE 5 PROJECT ATPL-5352(023)                            |                                                                                                                                                                                                                                                                                                                                                                |       |      |                       |              |                       |              |                       |              |                                      |              |                       |              |                    |              |                             |                              |
| BID TABULATION                                                |                                                                                                                                                                                                                                                                                                                                                                |       |      | Apparent Low Bidder 1 |              | Apparent Low Bidder 2 |              | Apparent Low Bidder 3 |              | Apparent Low Bidder 4                |              | Apparent Low Bidder 5 |              | AVERAGE BID VALUES |              | LOWEST<br>UNIT BID<br>PRICE | HIGHEST<br>UNIT BID<br>PRICE |
| Toro Enterprises, Inc.                                        |                                                                                                                                                                                                                                                                                                                                                                |       |      | Hardy & Harper, Inc.  |              | All American Asphalt  |              | Gentry Brothers, Inc. |              | Palp Inc DBA Excel Paving<br>Company |              |                       |              |                    |              |                             |                              |
| Bid Item and Description                                      |                                                                                                                                                                                                                                                                                                                                                                | Qty   | Unit | Unit Price            | Total Price  | Unit Price            | Total Price  | Unit Price            | Total Price  | Unit Price                           | Total Price  | Unit Price            | Total Price  | Unit Price         | Total Price  |                             |                              |
| 35                                                            | Furnish & Install New LED Flashing Stop Sign (R1-1) with Red- Flashing Beacon Above LED Flashing Stop Sign and Solar Panel with Battery                                                                                                                                                                                                                        | 13    | EA   | \$4,720.00            | \$61,360.00  | \$5,000.00            | \$65,000.00  | \$6,000.00            | \$78,000.00  | \$5,144.40                           | \$66,877.20  | \$6,000.00            | \$78,000.00  | \$5,372.88         | \$69,847.44  | \$4,720.00                  | \$6,000.00                   |
| 36                                                            | Furnish & Install Rectangular Rapid Flashing Beacon (RRFB) Assembly. Including Pole, Solar Panel with Battery, Push Button, Dual-Sided Flashing Rectangular Beacons, Dual-Sided Flashing Signs, Dual-Sided Downward Arrow                                                                                                                                      | 14    | EA   | \$16,625.00           | \$232,750.00 | \$10,000.00           | \$140,000.00 | \$20,000.00           | \$280,000.00 | \$9,936.00                           | \$139,104.00 | \$21,000.00           | \$294,000.00 | \$15,512.20        | \$217,170.80 | \$9,936.00                  | \$21,000.00                  |
| 37                                                            | At Site 1: Remove Overhead Beacons (Signal Heads) from Existing Mast Arm/Pole, Existing Controller (In Cabinet), Pedestrian Signal Heads, Push Buttons, and Appurtenant Wiring and Devices Associated with Beacons, Cabinets, Pedestrian Signal Heads, and Push Buttons.                                                                                       | 1     | LS   | \$3,675.00            | \$3,675.00   | \$10,000.00           | \$10,000.00  | \$7,000.00            | \$7,000.00   | \$4,200.00                           | \$4,200.00   | \$5,000.00            | \$5,000.00   | \$5,975.00         | \$5,975.00   | \$3,675.00                  | \$10,000.00                  |
| 38                                                            | At Sites 7, 13, and 14: Remove Overhead Beacons (Signal Heads) from Existing Mast Arm/Pole, Existing Controller (In Cabinet), Pedestrian Signal Heads, Push Buttons, and Appurtenant Wiring and Devices Associated with Beacons, Cabinets, Pedestrian Signal Heads, and Push Buttons.                                                                          | 1     | LS   | \$4,720.00            | \$4,720.00   | \$30,000.00           | \$30,000.00  | \$25,000.00           | \$25,000.00  | \$5,400.00                           | \$5,400.00   | \$6,000.00            | \$6,000.00   | \$14,224.00        | \$14,224.00  | \$4,720.00                  | \$30,000.00                  |
| 39                                                            | At Site 1, Furnish & Install New, Complete HAWK System Components on Existing Poles/Mast Arms and Inside of Existing Cabinet and Conduits: Including HAWK Beacons, Signs, Pedestrian Heads (with Countdown), Audible Push Button, Controller, and Wiring. Controller to be Installed in Existing Cabinets, and Wiring Inside of Existing Conduits.             | 1     | LS   | \$68,000.00           | \$68,000.00  | \$75,000.00           | \$75,000.00  | \$80,000.00           | \$80,000.00  | \$77,868.00                          | \$77,868.00  | \$89,000.00           | \$89,000.00  | \$77,973.60        | \$77,973.60  | \$68,000.00                 | \$89,000.00                  |
| 40                                                            | At Site 7, 13, and 14, Furnish & Install New, Complete HAWK System Components on Existing Poles/Mast Arms and Inside of Existing Cabinet and Conduits: Including HAWK Beacons, Signs, Pedestrian Heads (with Countdown), Audible Push Button, Controller, and Wiring. Controller to be Installed in Existing Cabinets, and Wiring Inside of Existing Conduits. | 1     | LS   | \$193,860.00          | \$193,860.00 | \$215,000.00          | \$215,000.00 | \$270,000.00          | \$270,000.00 | \$222,000.00                         | \$222,000.00 | \$245,000.00          | \$245,000.00 | \$229,172.00       | \$229,172.00 | \$193,860.00                | \$270,000.00                 |
| 41                                                            | At Sites 1, 7, 13, and 14: Furnish & Install New 2" PVC Sch 80 Conduit in Concrete Encasement in Existing Pavement/Sidewalk (Allowance Only as Necessary if Existing Conduits are Insufficient). Conduits to House New Wiring as Part of Complete HAWK Package. Wiring Included as Part of HAWK Package Bid Item.                                              | 2,000 | LF   | \$147.00              | \$294,000.00 | \$100.00              | \$200,000.00 | \$120.00              | \$240,000.00 | \$150.00                             | \$300,000.00 | \$178.00              | \$356,000.00 | \$139.00           | \$278,000.00 | \$100.00                    | \$178.00                     |
| 42                                                            | At Site 10: Furnish & Install New HAWK Signal Pole and Foundation. Pole & Mast Arm Size of Approximately 23'H x 30'L. Luminaire 13'H x 15'L. Foundation of 42"d x 12"D. Structure/Hardware Only (HAWK Signal Items Bid Separately as Part of Complete HAWK Package)                                                                                            | 2     | EA   | \$30,395.00           | \$60,790.00  | \$35,000.00           | \$70,000.00  | \$38,000.00           | \$76,000.00  | \$34,800.00                          | \$69,600.00  | \$38,000.00           | \$76,000.00  | \$35,239.00        | \$70,478.00  | \$30,395.00                 | \$38,000.00                  |
| 43                                                            | At Site 10: Furnish & Install New Pedestrian Access Pole and Foundation. Structure/Hardware Only (Electrical Items Bid Separately as Part of Complete HAWK Package).                                                                                                                                                                                           | 2     | EA   | \$7,865.00            | \$15,730.00  | \$10,000.00           | \$20,000.00  | \$7,000.00            | \$14,000.00  | \$9,000.00                           | \$18,000.00  | \$11,000.00           | \$22,000.00  | \$8,973.00         | \$17,946.00  | \$7,000.00                  | \$11,000.00                  |
| 44                                                            | At Site 10: Furnish & Install New 2" PVC Sch 80 Conduit in Existing Pavement/Sidewalk. Conduits to House New Wiring/Cable that is Bid Separately as Part of Complete HAWK Package or as Part of Lighting).                                                                                                                                                     | 120   | LF   | \$137.00              | \$16,440.00  | \$200.00              | \$24,000.00  | \$200.00              | \$24,000.00  | \$150.00                             | \$18,000.00  | \$165.00              | \$19,800.00  | \$170.40           | \$20,448.00  | \$137.00                    | \$200.00                     |

| 1. BID TABULATION                                                                                 |                                                                                                                                                                                                                                                                                                                                            |  |        |                       |                       |                       |                       |                       |                       |                       |                       |                       |                       |                    |             |                       |                        |              |
|---------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|--------------------|-------------|-----------------------|------------------------|--------------|
| PROJECT NAME: SAFE ROUTES TO SCHOOL PEDESTRIAN SAFETY PROJECT                                     |                                                                                                                                                                                                                                                                                                                                            |  |        |                       |                       |                       |                       |                       |                       |                       |                       |                       |                       |                    |             |                       |                        |              |
| ATP CYCLE 5 PROJECT ATPL-5352(023)                                                                |                                                                                                                                                                                                                                                                                                                                            |  |        |                       |                       |                       |                       |                       |                       |                       |                       |                       |                       |                    |             |                       |                        |              |
| BID TABULATION                                                                                    |                                                                                                                                                                                                                                                                                                                                            |  |        | Apparent Low Bidder 1 |                       | Apparent Low Bidder 2 |                       | Apparent Low Bidder 3 |                       | Apparent Low Bidder 4 |                       | Apparent Low Bidder 5 |                       | AVERAGE BID VALUES |             | LOWEST UNIT BID PRICE | HIGHEST UNIT BID PRICE |              |
| Bid Item and Description                                                                          |                                                                                                                                                                                                                                                                                                                                            |  | Qty    | Unit                  | Unit Price            | Total Price           | Unit Price            | Total Price           | Unit Price            | Total Price           | Unit Price            | Total Price           | Unit Price            | Total Price        | Unit Price  |                       |                        | Total Price  |
| 45                                                                                                | At Site 10, Furnish & Install New, Complete HAWK System, Including HAWK Beacons, Signs, Pedestrian Heads (with Countdown), Audible Push Button, Controller, Cabinet, and Wiring. Controller to be Installed in New Cabinet Mounted on Pad or on New HAWK Pole, and Wiring Inside of Newly- Constructed Conduits (Conduits Bid Separately). |  | 1      | LS                    | \$96,408.00           | \$96,408.00           | \$75,000.00           | \$75,000.00           | \$85,000.00           | \$85,000.00           | \$110,400.00          | \$110,400.00          | \$128,000.00          | \$128,000.00       | \$98,961.60 | \$98,961.60           | \$75,000.00            | \$128,000.00 |
| 46                                                                                                | At Site 10, Furnish & Install New LED Light in Luminaire and New Illuminated Pedestrian Crossing Sign on Newly- Constructed Mast Arm. Provide Wiring for New LED Light on Luminaire and Illuminated Pedestrian Crossing Sign.                                                                                                              |  | 1      | LS                    | \$10,000.00           | \$10,000.00           | \$15,000.00           | \$15,000.00           | \$15,000.00           | \$15,000.00           | \$11,400.00           | \$11,400.00           | \$12,000.00           | \$12,000.00        | \$12,680.00 | \$12,680.00           | \$10,000.00            | \$15,000.00  |
| 47                                                                                                | At Site 10: Furnish & Install Electrical Metering Cabinet. Including Cabinet Hardware and Electrical Contents in Accordance with SCE's Standards.                                                                                                                                                                                          |  | 1      | EA                    | \$8,900.00            | \$8,900.00            | \$10,000.00           | \$10,000.00           | \$8,000.00            | \$8,000.00            | \$10,200.00           | \$10,200.00           | \$11,000.00           | \$11,000.00        | \$9,620.00  | \$9,620.00            | \$8,000.00             | \$11,000.00  |
| 48                                                                                                | At Site 10: Construct Concrete Pads for Cabinet(s).                                                                                                                                                                                                                                                                                        |  | 20     | CY                    | \$262.00              | \$5,240.00            | \$600.00              | \$12,000.00           | \$700.00              | \$14,000.00           | \$650.00              | \$13,000.00           | \$340.00              | \$6,800.00         | \$510.40    | \$10,208.00           | \$262.00               | \$700.00     |
| 49                                                                                                | Reset Monuments or Centerline Ties As-Necessary for Construction per Section 3-10 of the General Provisions                                                                                                                                                                                                                                |  | 25     | EA                    | \$2,100.00            | \$52,500.00           | \$1,200.00            | \$30,000.00           | \$700.00              | \$17,500.00           | \$850.00              | \$21,250.00           | \$600.00              | \$15,000.00        | \$1,090.00  | \$27,250.00           | \$600.00               | \$2,100.00   |
| 50                                                                                                | Furnish & Install Project Improvement Signs per Detail in Appendix B of Specs. Basic/Temporary Wooden Sign for Construction Only. Approx. 7'H x 5'W. Signs to be Moved to/from Each Site During Construction.                                                                                                                              |  | 8      | EA                    | \$1,600.00            | \$12,800.00           | \$2,500.00            | \$20,000.00           | \$3,000.00            | \$24,000.00           | \$2,500.00            | \$20,000.00           | \$1,400.00            | \$11,200.00        | \$2,200.00  | \$17,600.00           | \$1,400.00             | \$3,000.00   |
| Additive Bid Schedule                                                                             |                                                                                                                                                                                                                                                                                                                                            |  |        |                       |                       |                       |                       |                       |                       |                       |                       |                       |                       |                    |             |                       |                        |              |
| A1                                                                                                | Remove & Replace Asphalt (Full-Depth). Areas As-Needed                                                                                                                                                                                                                                                                                     |  | 5,000  | SF                    | \$38.20               | \$191,000.00          | \$35.00               | \$175,000.00          | \$33.00               | \$165,000.00          | \$6.50                | \$32,500.00           | \$42.00               | \$210,000.00       | \$30.94     | \$154,700.00          | \$6.50                 | \$42.00      |
| A2                                                                                                | Grind & Overlay (C2 PG-64-10). Depth of 1.5 inches. Under Crosswalks and/or Adjacent to Ramps.                                                                                                                                                                                                                                             |  | 20,000 | SF                    | \$14.65               | \$293,000.00          | \$15.00               | \$300,000.00          | \$7.00                | \$140,000.00          | \$6.50                | \$130,000.00          | \$9.00                | \$180,000.00       | \$10.43     | \$208,600.00          | \$6.50                 | \$15.00      |
| A3                                                                                                | At Site 1: Replace Existing Electrical Cabinet with NEMA TS-2 or ATC Standard Cabinet (for Traffic Signals). Cabinet Hardware and Electrical Components (including Controller), per Page SP-35 of these Specs.                                                                                                                             |  | 1      | EA                    | \$41,000.00           | \$41,000.00           | \$10,000.00           | \$10,000.00           | \$8,000.00            | \$8,000.00            | \$45,000.00           | \$45,000.00           | \$56,000.00           | \$56,000.00        | \$32,000.00 | \$32,000.00           | \$8,000.00             | \$56,000.00  |
| A4                                                                                                | Furnish & Install New LaneLight Controller Cabinet, Mounted to Existing Cabinets at Sites 1, 7, 13, and 14.                                                                                                                                                                                                                                |  | 4      | EA                    | \$4,400.00            | \$17,600.00           | \$7,000.00            | \$28,000.00           | \$4,000.00            | \$16,000.00           | \$5,000.00            | \$20,000.00           | \$6,000.00            | \$24,000.00        | \$5,280.00  | \$21,120.00           | \$4,000.00             | \$7,000.00   |
| A5                                                                                                | Furnish & Install Wiring (Size Range from 22 AWG to 10 AWG) inside of New or Existing Conduit, As-Needed.                                                                                                                                                                                                                                  |  | 1,000  | LF                    | \$7.75                | \$7,750.00            | \$15.00               | \$15,000.00           | \$13.00               | \$13,000.00           | \$9.00                | \$9,000.00            | \$10.00               | \$10,000.00        | \$10.95     | \$10,950.00           | \$7.75                 | \$15.00      |
| A6                                                                                                | For all Sites, Furnish & Install Pole-Mounted Battery Backup "Backpack" Cabinet (16"W x 25"H x 17"D) per Page SP-35 of these Specs (for Battery Storage). Mounted on Existing or Proposed Poles. Provide Two (2) Batteries in Each Cabinet. 12VDC SigmasTek SP12-22 (7.13"Lx3"Wx6.59"H) or Equal.                                          |  | 5      | EA                    | \$16,625.00           | \$83,125.00           | \$30,000.00           | \$150,000.00          | \$26,000.00           | \$130,000.00          | \$20,000.00           | \$100,000.00          | \$22,000.00           | \$110,000.00       | \$22,925.00 | \$114,625.00          | \$16,625.00            | \$30,000.00  |
| A7                                                                                                | For All Sites, Furnish & Install 200W Solar Panels & Provide Solar-                                                                                                                                                                                                                                                                        |  | 2      | EA                    | \$18,845.00           | \$37,690.00           | \$30,000.00           | \$60,000.00           | \$26,000.00           | \$52,000.00           | \$22,000.00           | \$44,000.00           | \$24,000.00           | \$48,000.00        | \$24,169.00 | \$48,338.00           | \$18,845.00            | \$30,000.00  |
| BID RANKING                                                                                       |                                                                                                                                                                                                                                                                                                                                            |  |        |                       | Apparent Low Bidder 1 |                       | Apparent Low Bidder 2 |                       | Apparent Low Bidder 3 |                       | Apparent Low Bidder 4 |                       | Apparent Low Bidder 5 |                    |             |                       |                        |              |
| TOTAL BASE BID AMOUNT CALCULATED BASED ON UNIT PRICES                                             |                                                                                                                                                                                                                                                                                                                                            |  |        |                       | \$1,794,169.80        |                       | \$2,145,000.00        |                       | \$2,176,240.00        |                       | \$2,238,539.80        |                       | \$2,729,824.00        |                    |             |                       |                        |              |
| TOTAL BASE BID AMOUNT INDICATED BY BIDDER                                                         |                                                                                                                                                                                                                                                                                                                                            |  |        |                       | \$1,794,169.80        |                       | \$2,145,000.00        |                       | \$2,176,240.00        |                       | \$2,240,499.80        |                       | \$2,729,824.00        |                    |             |                       |                        |              |
| CALCULATION CORRECTIONS TO BASE BID AMOUNT SUBMITTED BY CONTRACTOR BASED ON CALCULATED BID AMOUNT |                                                                                                                                                                                                                                                                                                                                            |  |        |                       | \$0.00                |                       | \$0.00                |                       | \$0.00                |                       | -\$1,960.00           |                       | \$0.00                |                    |             |                       |                        |              |

|                                                                                                       |  |     |                        |                   |                       |                            |                       |                    |                       |                            |                                   |              |                    |            |                             |                              |  |
|-------------------------------------------------------------------------------------------------------|--|-----|------------------------|-------------------|-----------------------|----------------------------|-----------------------|--------------------|-----------------------|----------------------------|-----------------------------------|--------------|--------------------|------------|-----------------------------|------------------------------|--|
| 1. BID TABULATION                                                                                     |  |     |                        |                   |                       |                            |                       |                    |                       |                            |                                   |              |                    |            |                             |                              |  |
| PROJECT NAME: SAFE ROUTES TO SCHOOL PEDESTRIAN SAFETY PROJECT                                         |  |     |                        |                   |                       |                            |                       |                    |                       |                            |                                   |              |                    |            |                             |                              |  |
| ATP CYCLE 5 PROJECT ATPL-5352(023)                                                                    |  |     |                        |                   |                       |                            |                       |                    |                       |                            |                                   |              |                    |            |                             |                              |  |
| BID TABULATION                                                                                        |  |     | Apparent Low Bidder 1  |                   | Apparent Low Bidder 2 |                            | Apparent Low Bidder 3 |                    | Apparent Low Bidder 4 |                            | Apparent Low Bidder 5             |              | AVERAGE BID VALUES |            | LOWEST<br>UNIT BID<br>PRICE | HIGHEST<br>UNIT BID<br>PRICE |  |
|                                                                                                       |  |     | Toro Enterprises, Inc. |                   | Hardy & Harper, Inc.  |                            | All American Asphalt  |                    | Gentry Brothers, Inc. |                            | Palp Inc DBA Excel Paving Company |              |                    |            |                             |                              |  |
| Bid Item and Description                                                                              |  | Qty | Unit                   | Unit Price        | Total Price           | Unit Price                 | Total Price           | Unit Price         | Total Price           | Unit Price                 | Total Price                       | Unit Price   | Total Price        | Unit Price | Total Price                 |                              |  |
| TOTAL ADDITIVE BID AMOUNT CALCULATED BASED ON UNIT PRICES                                             |  |     |                        |                   | \$671,165.00          |                            | \$738,000.00          |                    | \$524,000.00          |                            | \$380,500.00                      |              | \$638,000.00       |            |                             |                              |  |
| TOTAL ADDITIVE BID AMOUNT INDICATED BY BIDDER                                                         |  |     |                        |                   | \$671,165.00          |                            | \$738,000.00          |                    | \$524,000.00          |                            | \$380,500.00                      |              | \$638,000.00       |            |                             |                              |  |
| CALCULATION CORRECTIONS TO ADDITIVE BID AMOUNT SUBMITTED BY CONTRACTOR BASED ON CALCULATED BID AMOUNT |  |     |                        |                   | \$0.00                |                            | \$0.00                |                    | \$0.00                |                            | \$0.00                            |              | \$0.00             |            |                             |                              |  |
| TOTAL BASE BID + TOTAL ADDITIVE BID                                                                   |  |     |                        |                   | \$2,465,334.80        |                            | \$2,883,000.00        |                    | \$2,700,240.00        |                            | \$2,619,039.80                    |              | \$3,367,824.00     |            |                             |                              |  |
| IS THE BIDDER QUALIFIED BASED ON REFERENCE PROJECTS                                                   |  |     |                        |                   |                       |                            |                       |                    |                       |                            |                                   |              |                    |            |                             |                              |  |
| SUBCONTRACTOR % AND AMOUNT SHOWN IN THE BID                                                           |  |     |                        | 41%               | \$735,609.62          | 48%                        | \$1,029,600.00        | 52%                | \$1,131,862.42        | 47%                        | \$1,041,832.41                    | 44%          | \$1,201,122.56     |            |                             |                              |  |
| SUBCONTRACTORS                                                                                        |  |     |                        | MSL ELECTRIC, INC | \$735,609.62          | SUPERIOR PAVEMENT MARKINGS | \$386,100.00          | CASELAND SURVEYING | \$36,125.58           | MSL ELECTRIC               | \$1,008,224.91                    | MSL ELECTRIC | \$1,010,034.88     |            |                             |                              |  |
|                                                                                                       |  |     |                        |                   |                       | CASE LAND SURVEY           | \$21,450.00           | MSL ELECTRIC       | \$969,514.92          | SUPERIOR PAVEMENT MARKINGS | \$33,607.50                       | CAT TRACKING | \$191,087.68       |            |                             |                              |  |
|                                                                                                       |  |     |                        |                   |                       | BELCO                      | \$622,050.00          | U&S STRIPING       | \$126,221.92          |                            |                                   |              |                    |            |                             |                              |  |
|                                                                                                       |  |     |                        | TOTAL             | \$735,609.62          | TOTAL                      | \$1,029,600.00        | TOTAL              | \$1,131,862.42        | TOTAL                      | \$1,041,832.41                    | TOTAL        | \$1,201,122.56     |            |                             |                              |  |



| 2. REVIEW OF APPARENT LOW BID                                                                   |                        |                              |          |         |                                                                                                                                                                        |
|-------------------------------------------------------------------------------------------------|------------------------|------------------------------|----------|---------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| APPARENT LOW BID SUBMITTED BY:                                                                  |                        | Toro Enterprises, Inc.       |          |         | APPARENT LOW BID AMOUNT: \$1,794,169.80                                                                                                                                |
| ITEM REVIEWED/CHECKED                                                                           | REVIEW RESULT          | BY                           | DATE     | REMARKS |                                                                                                                                                                        |
| BID STAMPED AS RECEIVED PRIOR BID TIME:                                                         | YES                    | CITY CLERK                   | 10/31/24 |         |                                                                                                                                                                        |
| BID BOND IN PROPER AMOUNT:                                                                      | YES                    | BE                           | 11/1/24  |         |                                                                                                                                                                        |
| ADDENDA ACKNOWLEDGEMENT:                                                                        | YES                    | BE                           | 11/1/24  |         |                                                                                                                                                                        |
| ANY APPARENT DISCREPANCY IN THE SUBMITTAL:                                                      | NO                     | BE                           | 11/1/24  |         |                                                                                                                                                                        |
| TOTAL BID PRICES CALCULATED CORRECTLY:                                                          | YES                    | BE                           | 11/1/24  |         |                                                                                                                                                                        |
| SUBCONTRACTOR AMOUNT:                                                                           | \$735,609.62           | BE                           | 11/1/24  |         |                                                                                                                                                                        |
| MIN PRIME CONTRACTOR % REQUIREMENT FOR WORK PER SPECIFICATIONS:                                 | 51.00%                 | BE                           | 11/1/24  |         |                                                                                                                                                                        |
| PRIME CONTRACTOR % CALCULATED PER BID SUBMITTAL<br>(THIS % MUST BE EQUAL OR MORE THAN ABOVE %): | 59.00%                 | BE                           | 11/1/24  |         |                                                                                                                                                                        |
| BIDDER COMPLIES WITH MIN PRIME CONTRACTOR % REQUIREMENT:                                        | YES                    | BE                           | 11/1/24  |         |                                                                                                                                                                        |
| MAX ALLOWABLE SUBCONTRACTOR PERCENT PER SPECIFICATIONS:                                         | 49.00%                 | BE                           | 11/1/24  |         |                                                                                                                                                                        |
| SUB CONTRACTOR % CALCULATED PER BID SUBMITTAL<br>(THIS % MUST BE EQUAL OR LESS THAN ABOVE %):   | 41.00%                 | BE                           | 11/1/24  |         |                                                                                                                                                                        |
| BIDDER COMPLIES WITH MAX. SUB CONTRACTOR % REQUIREMENT:                                         | YES                    | BE                           | 11/1/24  |         |                                                                                                                                                                        |
| PRIME CONTRACTOR LICENSE STATUS:                                                                | Toro Enterprises, Inc. | 710580                       | BE       | 11/1/24 | Print-out from CLSB Web Page attached ( <a href="http://www.cslb.ca.gov/">http://www.cslb.ca.gov/</a> )                                                                |
| PRIME CONTRACTOR DIR REGISTRATION STATUS:                                                       | Toro Enterprises, Inc. | 1000002410                   | BE       | 11/1/24 | Print-out from DIR Web Page attached ( <a href="https://cadir.my.salesforce-sites.com/ContractorSearch?">https://cadir.my.salesforce-sites.com/ContractorSearch?</a> ) |
| SUB CONTRACTOR LICENSE STATUS:                                                                  | MSL Electric, Inc      | 822450                       | BE       | 11/1/24 | Print-out from CLSB Web Page attached ( <a href="http://www.cslb.ca.gov/">http://www.cslb.ca.gov/</a> )                                                                |
| SUB CONTRACTOR DIR REGISTRATION STATUS:                                                         | MSL Electric, Inc      | 1000000550                   | BE       | 11/1/24 | Print-out from DIR Web Page attached ( <a href="https://cadir.my.salesforce-sites.com/ContractorSearch?">https://cadir.my.salesforce-sites.com/ContractorSearch?</a> ) |
| PRIME CONTRACTOR DEBARMENT STATUS FROM STATE CONTRACTS:                                         | Toro Enterprises, Inc. | NOT ON STATE DEBARRED LIST   | BE       | 11/1/24 | Print-out from DIR Web Page attached ( <a href="http://www.dir.ca.gov/dlse/debar.html">http://www.dir.ca.gov/dlse/debar.html</a> )                                     |
| PRIME CONTRACTOR DEBARMENT STATUS FROM FEDERAL CONTRACTS:                                       | Toro Enterprises, Inc. | NOT ON FEDERAL DEBARRED LIST | BE       | 11/1/24 | Print-out from SAM Web Page attached ( <a href="https://www.sam.gov/SAM/">https://www.sam.gov/SAM/</a> )                                                               |
| SUB CONTRACTOR DEBARMENT STATUS FROM STATE CONTRACTS:                                           | MSL Electric, Inc      | NOT ON STATE DEBARRED LIST   | BE       | 11/1/24 | Print-out from DIR Web Page attached ( <a href="http://www.dir.ca.gov/dlse/debar.html">http://www.dir.ca.gov/dlse/debar.html</a> )                                     |
| SUB CONTRACTOR DEBARMENT STATUS FROM FEDERAL CONTRACTS:                                         | MSL Electric, Inc      | NOT ON FEDERAL DEBARRED LIST | BE       | 11/1/24 | Print-out from SAM Web Page attached ( <a href="https://www.sam.gov/SAM/">https://www.sam.gov/SAM/</a> )                                                               |
| REFERENCE CHECK ACCEPTABLE:                                                                     |                        |                              |          |         | See Reference Check                                                                                                                                                    |



# ▼ Contractor's License Detail for License #710580

**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 11/1/2024 3:49:56 PM

## Business Information

TORO ENTERPRISES INC  
PO BOX 6285  
OXNARD, CA 93031  
Business Phone Number:(805) 483-4515

**Entity** Corporation  
**Issue Date** 08/01/1995  
**Expire Date** 08/31/2025

## License Status

**This license is current and active.**

**All information below should be reviewed.**

## Classifications

- ▶ [A - GENERAL ENGINEERING](#)
- ▶ [C31 - CONSTRUCTION ZONE TRAFFIC CONTROL](#)

## Bonding Information

### Contractor's Bond

This license filed a Contractor's Bond with [TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA](#).  
**Bond Number:** 108063161  
**Bond Amount:** \$25,000  
**Effective Date:** 07/19/2024  
[Contractor's Bond History](#)

### Bond of Qualifying Individual

- ▶ The qualifying individual SEAN ALEJANDRO CASTILLO 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:** 08/26/2003
- ▶ This license filed Bond of Qualifying Individual number **2298103** for CARLO GILBERT DIAZ in the amount of **\$25,000** with [SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION](#).  
**Effective Date:** 01/01/2023  
[BQI's Bond History](#)

Workers' Compensation

This license has workers compensation insurance with the [ZURICH AMERICAN INSURANCE COMPANY](#)  
**Policy Number:**WC423071505  
**Effective Date:** 03/01/2024  
**Expire Date:** 03/01/2025  
[Workers' Compensation History](#)

Other

- ▶ Personnel listed on this license (current or disassociated) are listed on other licenses.

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[Customer Account Lookup](#)



[Toro Enterprises, Inc.](#)

Toro Enterprises, Inc.

## Customer Account Lookup

Name

Toro Enterprises, Inc.

Customer Account



Toro Enterprises, Inc.

Type

Contractor

Website

(empty)



Email

renee@toroenterprises.com

Address 1

2101 E. VENTURA BLVD.

Address\_2

City

OXNARD

State

CA

Zip

93036

Contractor Status

DIR Approved

## CSLB

710580

## Legal Name

TORO ENTERPRISES, INC.

## Business Structure

-- None --

## Business Phone

805-483-4515

## Registration Number

1755521

## President

Sean Castillo

## PWCR

1000002410

## Registration Start Date

## Registration End Date

Doing Business As (DBA)

Crafts

Legacy Registration Date

2022-07-01

Legacy Registration Expiration

2025-06-30

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# ▼Contractor's License Detail for License #822450

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- ▶ 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 11/1/2024 3:54:36 PM

## Business Information

M S L ELECTRIC INC  
2918 E LA JOLLA ST  
ANAHEIM, CA 92806  
Business Phone Number:(714) 693-4837

**Entity** Corporation  
**Issue Date** 08/05/2003  
**Expire Date** 08/31/2025

## License Status

This license is current and active.

All information below should be reviewed.

## Classifications

C10 - ELECTRICAL

## Bonding Information

### Contractor's Bond

This license filed a Contractor's Bond with [SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION](#).  
**Bond Number:** S9015064  
**Bond Amount:** \$25,000  
**Effective Date:** 01/01/2023  
[Contractor's Bond History](#)

### Bond of Qualifying Individual

The qualifying individual WARREN LEE MOORE 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:** 03/09/2022  
[BQI's Bond History](#)

## Workers' Compensation

This license has workers compensation insurance with the [ZURICH AMERICAN INSURANCE COMPANY](#)  
**Policy Number:**WC433299600  
**Effective Date:** 04/01/2024  
**Expire Date:** 04/01/2025  
[Workers' Compensation History](#)

Other

- ▶ Personnel listed on this license (current or disassociated) are listed on other licenses.

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[Customer Account Lookup](#)



[MSL ELECTRIC, INC.](#)

MSL ELECTRIC, INC.

## Customer Account Lookup

Name

MSL ELECTRIC, INC.

Customer Account



MSL ELECTRIC, INC.

Type

Contractor

Website

(empty)



Email

shelly@mslelectric.com

Address 1

2918 E. LA JOLLA ST.

Address\_2

City

ANAHEIM

State

CA

Zip

92806

Contractor Status

DIR Approved

## CSLB

822450

## Legal Name

MSL ELECTRIC, INC.

## Business Structure

-- None --

## Business Phone

7146934837

## Registration Number

2398559

## President

Warren Moore

## PWCR

1000000550

## Registration Start Date

## Registration End Date

## Doing Business As (DBA)

MSL ELECTRIC, INC.

## Crafts

## Legacy Registration Date

2023-07-01

## Legacy Registration Expiration

2026-06-30

## Related Lists

Historical Registration Dates. 1

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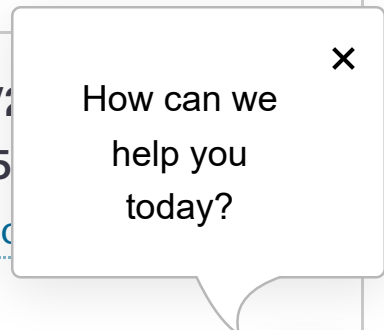
# DLSE Debarments

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                                                                                                                                                                                                                                                           |
|---------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>MICHAEL FLOORING, INC.;</b><br/> <b>BENNY MICHAEL</b></p> <p>CSLB License Number: 874947</p>                                                | <p><b>5/30/2023 through</b><br/> <b>5/30/2026</b></p> <p><a href="#">Decision SC 7278</a> </p> <p>The debarment order is currently stayed by order of the Kern County Superior Court</p> |
| <p><b>TOBO CONSTRUCTION, INC.;</b><br/> <b>JIMI WAN CHAE; MONICA SHIUN OH;</b><br/> <b>KYUNG JIN YOON,</b></p> <p>CSLB License Number: 758012</p> | <p><b>5/10/2023 through</b><br/> <b>5/10/2026</b></p> <p><a href="#">Decision</a></p>                                                                                                                                                                                         |





**G M Climate Control, Inc.**

**3/2/2023 through  
9/2/2024**

CSLB License Number: 967267

[Decision 40-71536-603](#) 

**MINAKO AMERICA CORPORATION DBA  
MINCO CONSTRUCTION;  
AND REFAAT HILMAY MINA,**

**9/27/2021 through  
9/26/2022**

CSLB License Number: 612429

[Decision LB 6333](#) 

**GRFCO, INC. DBA ONSITE KRUSHING;  
GARCIA JUAREZ CONSTRUCTION, INC.;  
GEORGE ROBERT FROST; AND JAMES  
CRAIG JACKSON**

**5/21/2021 through  
5/20/2024**

CSLB License Number: 291013 and 84801

[Decision LB 6629](#) 

**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**

CSLB License Number: 975222

[Decision LB 5590](#) 

|                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                       |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>Avi Shechter, Individually</b><br/> <b>DBA Avi Shechter</b></p> <p>CSLB Number: 908891 and 1018353</p>                                                                                                                                                                                                        | <p><b>5/6/2019 through</b><br/> <b>5/5/2022</b></p> <p><a href="#">Decision LB 6328</a> </p>       |
| <p><b>Patrick Kim, Individually</b><br/> <b>DBA Ritecon Plumbing</b></p> <p>CSLB Number: 991018</p>                                                                                                                                                                                                                 | <p><b>8/21/2018 through</b><br/> <b>8/20/2019</b></p> <p><a href="#">Decision LB 6762</a> </p>     |
| <p><b>Bighorn Construction, Inc.</b></p> <p>CSLB Number: 597866</p>                                                                                                                                                                                                                                                 | <p><b>5/5/2018 through</b><br/> <b>5/4/2021</b></p> <p><a href="#">Decision LB 6658</a> </p>       |
| <p><b>Doug Parks, Individually dba</b><br/> <b>Doug Parks and Son Plumbing</b></p> <p>CSLB Number: 411825</p>                                                                                                                                                                                                       | <p><b>10/11/2017 through</b><br/> <b>10/10/2019</b></p> <p><a href="#">Decision SC 5807</a> </p> |
| <p><b>Worthington Construction, Inc.;</b><br/> <b>Dale Worthington, an individual and</b><br/> <b>CEO/RMO of</b><br/> <b>Worthington Construction, Inc.; and,</b><br/> <b>Holi Jeanne Worthington, an individual</b><br/> <b>and Officer of</b><br/> <b>Worthington Construction</b></p> <p>CSLB Number: 714836</p> | <p><b>6/15/2018 through</b><br/> <b>9/16/2019</b></p> <p><a href="#">Decision</a> </p>           |

**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.**

**4/1/2017 through 8/18/2018**

**Decision LB 5266** 

CSLB Number: 892389

**Gewargis Youkhanis Narso, an individual dba GEHVAC and Technologies, a sole proprietorship, And GEHVAC Co., a sole proprietorship**

**2/1/2017 through 1/31/2020**

**Decision 40-48480-516** 

CSLB Number: 899312 and 1013848

**Joseph Brothers Enterprise, Inc.; Ken Joseph Individually and as CEO**

**4/3/2018 through 10/3/2019**

**Decision SC 6390** 

CSLB Number: 849169

**Dave Cook Concrete Construction, Inc., and David William Cook**  
34231 Camino Capistrano #102  
Capistrano Beach, CA 92624-1189

**3/1/2017 through 2/28/2018**

**Decision SC 6390** 

CSLB Number: 461897

**Bannaoun Engineers Constructors Corporation; Omar Maloof, An Individual**  
P.O. Box 16599  
Beverly Hills, CA 90209-2599

**05/12/17 through 05/11/20**

[Decision SC 5517](#) 

CSLB Number: 827829

**Evans Roofing Co., Inc.**  
2020 South Yale Street  
Santa Ana, CA 92706

**10/31/16 through 10/30/19**

[Decision LB 6270](#) 

CSLB Number: 610549

**Guillermo Ibaibarriaga dba Sierra Nevada Stucco and 2K Roofing**  
Sierra Nevada Stucco  
P.O. Box 8472  
Reno, NV 89502  
CSLB Number: 915812

**05/14/17 through 05/13/20**

[Decision SC 6037](#) 

2K Roofing  
820 Kuenzli Street  
Reno, NV 89502  
CSLB Number: 954551

**Del Norte Construction, And Trinidad Manuel Canales, an Individual**  
PO Box 5101  
Oxnard, CA 93030

**6/01/16**

[Decision LB 5533](#) 

5020 Wooley Rd.  
Oxnard, CA 93030

CSLB Number: #945723

**Diversified Building & Electric Company, Inc.**

409 Tennant Station  
Morgan Hill, CA 95037

**Denis Andrew Maris, Individually and Doing Business as Diversified Electric Company**

CSLB Number: #765312

**2/15/16 through 8/15/17**

[Decision SC 5714](#) 

**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 t**

[Decisi](#)

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[Decision LB5739](#) 

**4/1/24 through 3/31/27**

[Decision LB5741](#) 

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**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 8/31/18**

[Decision](#)

**Integrity Sheet Metal, Inc.**

319 McArthur Way  
Upland, CA 91786  
CSLB #726770

**2/01/15 through 1/31/18**

[Decision LB 5596](#) 

**William Ben Hicks, an individual;**  
**Margaret Mary Hicks, an individual**

**L A Builders, Inc., a California Corporation**

15635 Saticoy Street, #H  
Van Nuys, CA 91406  
CSLB #748591

**2/01/15 through 1/31/18**

[Decision LB5 171](#) 

**Alon Gamliel, an individual**

**USA Wall Systems, Inc.**

8309 Sunshine Lane  
Riverside, CA 92508  
CSLB #929610

**4/01/15 through 3/31/18**

[Decision LB 5323](#) 

**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

**4/01/15**

[Decision I](#)  
[LB546](#)

**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

**12/15/14 through 12/14/16**  
[Decision 40-40508-522 &  
44-40509-522](#) 

**Titan Electrical Construction, Inc.**  
Lucas Oliver Stickney, an individual  
Jamie Noel Furr, an individual  
630 Natoma Street  
San Francisco, CA 94103  
CSLB# 919516

**11/3/14 through 11/2/17**  
[Decision SC 5539](#) 

**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

[Decisio](#)

**National Drywall Corporation,**  
**A Dissolved California Corporation**  
 603 S. Milliken Avenue, Suite F  
 Ontario, CA 91761  
 CSLB #834335

**8/4/14 through 8/3/17**  
[Decision SAC 5506](#) 

**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**  
[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

CSLB# 915036 (revoked)

**10/31/13 through 10/31/16**

[Decision SC 5309](#) 

**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

**6/14/12 through 6/13/15**

[Decision SC 5198](#) 

CSLB#659252

**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.

Fresno, CA 93706

CSB # 592321 Exp. 4/3/12 (suspended)

**3/31/11 through 3/30/13**

[Decision se 5013](#) 

**Country Builders, Inc.**

**Weldon Offill, individually**

5915 Graham Ct.

Livermore, CA 94550

CSB # 699574 Exp. 11/30/12 (active)

**3/1/11 to**

[Decision](#)

[Addend](#)

**Sutter Foam & Coating, Inc.**

909 A. George Washington

Yuba City, CA 95993

CSB # 732014 Exp. 1/31/09 (inactive)

**7/1/10 through 6/30/13**

[Decision SAC 5012](#) 

**David Alvin Trexler, an individual**

909 A. George Washington

Yuba City, CA 95993

**Kenneth A. Trexler, an individual**

2603 Lago Lane

Marysville, CA 95901

**Soo Dong Kim, an individual,  
dba Soo Kim Electric Company**

16224 Ridgeview Lane

La Mirada, CA 90638

CSB # 568103 Exp. 8/1/09 (inactive)

**4/19/10 through 4/18/13**

[Decision SAC 1064](#) 

**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**

[Decisio](#)

**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

5/14/09

[Decision SAC 1040](#) 



CSB #430969 Exp. 7/31/09

**1-AMD Construction, Inc.**  
**Alberto Mordoki, individually**  
**Mirella Mordoki, individually**  
 5300 Beach Blvd., Suite 110-416  
 Buena Park, CA 90621  
 CSB #787533, revoked

**3/16/09 through 3/15/12**

[Decision SAC1037](#) 

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"msl electric"

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**PUBLIC WORKS AGREEMENT**

**By and Between**

**CITY OF SOUTH EL MONTE**

**and**

**TORO ENTERPRISES, INC.**

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

THIS AGREEMENT FOR PUBLIC WORKS SERVICES (herein “Agreement”) is made and entered into this 12th day of November 2024 by and between the **CITY OF SOUTH EL MONTE**, a municipal corporation (“City”) and **TORO ENTERPRISES, 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 One Million Seven Hundred Ninety Four Thousand One Hundred Sixty Nine Dollars and Eighty Cents (\$1,794,169.80) (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 November 12, 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:

Sean Castillo \_\_\_\_\_  
(Name)

President \_\_\_\_\_  
(Title)

Jerry Hannigan \_\_\_\_\_  
(Name)

Secretary \_\_\_\_\_  
(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 \$500 (Five Hundred 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:

\_\_\_\_\_  
Adrian Garcia, MMC, City Clerk

APPROVED AS TO FORM:

**ALESHIRE & WYNDER, LLP**

\_\_\_\_\_  
Anthony R. Taylor, City Attorney

**CONTRACTOR:**

Toro Enterprises, Inc., a California corporation

By:\_\_\_\_\_  
Name: Sean Castillo  
Title: President

By:\_\_\_\_\_  
Name: Jerry Hannigan  
Title: Secretary

Address: 2101 E Ventura Blvd.  
Oxnard, CA 93036

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

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, 2024 before me, \_\_\_\_\_, personally appeared \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: \_\_\_\_\_

### OPTIONAL

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

#### CAPACITY CLAIMED BY SIGNER

#### DESCRIPTION OF ATTACHED DOCUMENT

☐

INDIVIDUAL

☐

CORPORATE OFFICER

\_\_\_\_\_  
TITLE(S)

\_\_\_\_\_  
TITLE OR TYPE OF DOCUMENT

☐

PARTNER(S)

☐

LIMITED

☐

GENERAL

\_\_\_\_\_  
NUMBER OF PAGES

☐

ATTORNEY-IN-FACT

☐

TRUSTEE(S)

☐

GUARDIAN/CONSERVATOR

☐

OTHER

\_\_\_\_\_  
DATE OF DOCUMENT

#### SIGNER IS REPRESENTING:

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

\_\_\_\_\_  
SIGNER(S) OTHER THAN NAMED ABOVE

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, 2024 before me, \_\_\_\_\_, personally appeared \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: \_\_\_\_\_

### OPTIONAL

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

#### CAPACITY CLAIMED BY SIGNER

#### DESCRIPTION OF ATTACHED DOCUMENT

☐

INDIVIDUAL

☐

CORPORATE OFFICER

\_\_\_\_\_  
TITLE(S)

\_\_\_\_\_  
TITLE OR TYPE OF DOCUMENT

☐

PARTNER(S)

☐

LIMITED

☐

GENERAL

\_\_\_\_\_  
NUMBER OF PAGES

☐

ATTORNEY-IN-FACT

☐

TRUSTEE(S)

☐

GUARDIAN/CONSERVATOR

☐

OTHER \_\_\_\_\_

\_\_\_\_\_  
DATE OF DOCUMENT

#### SIGNER IS REPRESENTING:

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

\_\_\_\_\_  
SIGNER(S) OTHER THAN NAMED ABOVE

## **EXHIBIT “A”**

### **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 Safe Routes to School Pedestrian Safety Project, ATP Cycle 5, ATPL-5352(023) 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 installation of pedestrian safety upgrades at signalized intersections and uncontrolled crosswalks including rectangular rapid flash beacons (“RRFBs”), pedestrian push buttons, countdown systems, overhead pedestrian signal systems, speed radar feedback signs, pedestrian ramps, signage, crosswalks and striping around schools and major destinations.
- 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***.

None.



## 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 PER ADDENDUM 2   |                                                                                                                                                                                                          |       |      |            |             |
|------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|------|------------|-------------|
| No.                                | Description                                                                                                                                                                                              | Qty   | Unit | Unit Price | Total Price |
| <b>General Bid Items</b>           |                                                                                                                                                                                                          |       |      |            |             |
| 1                                  | Mobilization/Demobilization. Not to Exceed 5% of Total Bid                                                                                                                                               | 1     | LS   | 85,000.-   | 85,000.-    |
| 2                                  | Traffic Control. Not to Exceed 5% of Total Bid                                                                                                                                                           | 1     | LS   | 53,450.-   | 53,450.-    |
| <b>Concrete Work</b>               |                                                                                                                                                                                                          |       |      |            |             |
| <b>Bulbouts (Curb Extensions)</b>  |                                                                                                                                                                                                          |       |      |            |             |
| 3                                  | Remove Existing Concrete, Asphalt, and/or Parkway. Construct Extended Curb Ramps & Pads per Details 4, 5, & 16 on Plans                                                                                  | 1,400 | SF   | 27.30      | 38,220.-    |
| <b>Curb Ramps</b>                  |                                                                                                                                                                                                          |       |      |            |             |
| 4                                  | Remove Existing Concrete, Asphalt, and/or Parkway and Replace Existing Curb Ramp with ADA Ramp & Pad per Details on Plans (Mid-Size: 200 to 295 SF Each Ramp)<br>Ramps 6, 9, 11, 12, 13, & 17            | 6     | EA   | 7,700.-    | 46,200.-    |
| 5                                  | Remove Existing Concrete, Asphalt, and/or Parkway and Replace Existing Curb Ramp with ADA Ramp & Pad per Details on Plans (Small-Size: 105 to 180 SF Each Ramp)<br>Ramps 1, 2, 3, 7, 8, 10, 14, 15, & 18 | 9     | EA   | 5,100.-    | 45,900.-    |
| <b>Sidewalk</b>                    |                                                                                                                                                                                                          |       |      |            |             |
| 6                                  | Remove & Replace Sidewalk (or Concrete) at Curb Ramps (4-inch Thick)                                                                                                                                     | 1,250 | SF   | 14.-       | 17,500.-    |
| <b>Curb &amp; Gutter</b>           |                                                                                                                                                                                                          |       |      |            |             |
| 7                                  | Remove & Replace Curb & Gutter per SSPWC Std 120-3 Type A2                                                                                                                                               | 425   | LF   | 134.50     | 57,162.50   |
| <b>Cross Gutters and Spandrels</b> |                                                                                                                                                                                                          |       |      |            |             |
| 8                                  | Remove & Replace Cross Gutter and/or Spandrel per SSPWC Std 122-3                                                                                                                                        | 840   | SF   | 27.50      | 23,100.-    |
| <b>Driveways</b>                   |                                                                                                                                                                                                          |       |      |            |             |
| 9                                  | Remove & Replace Existing Driveway per SSPWC Std 110-2, Type B                                                                                                                                           | 260   | SF   | 22.-       | 5,720.-     |

| BASE BID SCHEDULE PER ADDENDUM 2            |                                                                                                                                                                                                                                                                                             |       |      |                          |                           |
|---------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|------|--------------------------|---------------------------|
| No.                                         | Description                                                                                                                                                                                                                                                                                 | Qty   | Unit | Unit Price               | Total Price               |
| <b>ADA Pads (Truncated Domes)</b>           |                                                                                                                                                                                                                                                                                             |       |      |                          |                           |
| 10                                          | Furnish & Install Truncated Dome (ADA Pad) on <u>Existing</u> Concrete (Approximately 4'x5' Pad Size)                                                                                                                                                                                       | 20    | EA   | 841.-                    | 16,820.-                  |
| <b>Striping: Traffic</b>                    |                                                                                                                                                                                                                                                                                             |       |      |                          |                           |
| 11                                          | Restripe (Refresh) Existing Centerline Striping. Single-Yellow Centerline per Caltrans Std. A20A Detail 2 (if Directed)                                                                                                                                                                     | 2,000 | LF   | 0.55                     | 1,100.-                   |
| 12                                          | Restripe (Refresh) Existing Centerline Striping. Double-Yellow Centerline per Caltrans Std. A20A Detail 22 (if Directed)                                                                                                                                                                    | 2,000 | LF   | 1.60                     | 3,200.-                   |
| 13                                          | Restripe (Refresh) Existing Yellow Median Island Striping (Tapered Noses) per Caltrans Std. A20B Detail 29 (if Directed)                                                                                                                                                                    | 1,000 | LF   | 3.05                     | 3,050.-                   |
| 14                                          | Restripe (Refresh) Existing Yellow Two-Way Left-Turn Lane Striping per Caltrans Std. A20B Detail 32 (if Directed)                                                                                                                                                                           | 1,000 | LF   | 2.10                     | 2,100.-                   |
| 15                                          | Restripe (Refresh) Existing 8"-Wide Turn Pocket Striping. Per Caltrans Std. A20A Detail 9 (if Directed)                                                                                                                                                                                     | 500   | LF   | 1.30                     | 650.-                     |
| 16                                          | Restripe (Refresh) Existing 6"-Wide Traffic Lane Striping. Per Caltrans Std. A20A Detail 9 (if Directed)                                                                                                                                                                                    | 1,000 | LF   | 0.55                     | 550.-                     |
| 17                                          | Restripe (Refresh) Existing 6"-Wide Channelizing Striping (~50 LF at Intersections) as Shown on the Plans (if Directed)                                                                                                                                                                     | 1,000 | LF   | 1.05                     | 1,050.-                   |
| <b>Striping: Crosswalks (Thermoplastic)</b> |                                                                                                                                                                                                                                                                                             |       |      |                          |                           |
| 18                                          | Remove & Replace Existing Crosswalk Striping (2-ft Wide x 12-ft to 16-ft Long per Stripe). Install Ladder Crosswalk at 2-ft. Spacing. <u>White</u> Color Striping (High-Visibility) with <u>White</u> Retro-Reflective Markers. Price per Length Across Street (Including Blank Spacing).   | 850   | LF   | 17.40<br><del>8.80</del> | 14,790.-<br>7,480.- (SC)  |
| 19                                          | Remove & Replace Existing Crosswalk Striping (2-ft Wide x 12-ft to 16-ft Long per Stripe). Install Ladder Crosswalk at 2-ft. Spacing. <u>Yellow</u> Color Striping (High-Visibility) with <u>Yellow</u> Retro-Reflective Markers. Price per Length Across Street (Including Blank Spacing). | 2,100 | LF   | 16.40<br><del>9.-</del>  | 34,440.-<br>18,900.- (SC) |
| <b>Striping: Miscellaneous (Paint)</b>      |                                                                                                                                                                                                                                                                                             |       |      |                          |                           |
| 20                                          | Restripe Existing or Stripe New Arrows (Left, Right, Through, Merge, Etc.)                                                                                                                                                                                                                  | 20    | EA   | 56.-                     | 1,120.-                   |
| 21                                          | Restripe Existing or Stripe New Speed Limit Markings ("30")                                                                                                                                                                                                                                 | 10    | EA   | 70.30                    | 703.-                     |
| 22                                          | Restripe Existing or Stripe New Words ("Stop", "Ahead", "School" etc.)                                                                                                                                                                                                                      | 100   | EA   | 73.25                    | 7,325.-                   |
| 23                                          | Restripe Existing or Stripe New Yield Triangles ("Shark Teeth")                                                                                                                                                                                                                             | 130   | EA   | 19.-                     | 2,470.-                   |
| 24                                          | Restripe Existing or Stripe New Painted Curbs (Red Color or Other Color as Directed)                                                                                                                                                                                                        | 1,200 | LF   | 17.88                    | 21,456.-                  |
| 25                                          | Restripe Existing or Stripe New 12-inch-Wide Limit Lines                                                                                                                                                                                                                                    | 1,350 | LF   | 1.55                     | 2,092.50                  |
| 26                                          | Remove Existing Miscellaneous Striping (Arrows, Words, etc.)                                                                                                                                                                                                                                | 160   | EA   | 194.45                   | 31,112.-                  |
| 27                                          | Remove Existing Striping (Centerline, Limit Line, Lane Lines, etc.)                                                                                                                                                                                                                         | 2,000 | LF   | 1.-                      | 2,000.-                   |



| BASE BID SCHEDULE PER ADDENDUM 2  |                                                                                                                                                                                 |     |      |            |             |
|-----------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|------|------------|-------------|
| No.                               | Description                                                                                                                                                                     | Qty | Unit | Unit Price | Total Price |
| <b>Signage</b>                    |                                                                                                                                                                                 |     |      |            |             |
| <b>Existing Signs &amp; Posts</b> |                                                                                                                                                                                 |     |      |            |             |
| 28                                | Remove Existing Road Sign                                                                                                                                                       | 50  | EA   | 26.45      | 1,322.50    |
| 29                                | Remove Existing Sign Post                                                                                                                                                       | 15  | EA   | 66.05      | 990.75      |
| <b>New Signs</b>                  |                                                                                                                                                                                 |     |      |            |             |
| 30                                | Furnish & Install New Signs on Exist. or New Posts (See Below)                                                                                                                  |     |      |            |             |
| a                                 | LED Flashing Stop Sign (R1-1)<br>(Included with LED Flashing Stop Sign Price in Bid Item 35)                                                                                    | 0   | EA   |            |             |
| b                                 | School Crossing Sign (S1-1)                                                                                                                                                     | 52  | EA   | 226.60     | 11,783.20   |
| c                                 | LED Flashing School Crossing Sign (S1-1)<br>(Included with RRFB Beacon Price in Bid Item 36)                                                                                    | 0   | EA   |            |             |
| d                                 | School Warning Sign (SW24-1)                                                                                                                                                    | 2   | EA   | 288.-      | 576.-       |
| e                                 | School Speed Limit Sign (S4-5)                                                                                                                                                  | 1   | EA   | 310.-      | 310.-       |
| f                                 | Stop Here for Pedestrians Sign (R1-5C)                                                                                                                                          | 8   | EA   | 175.-      | 1,400.-     |
| g                                 | Yield Here to Pedestrians Sign (R1-5A)                                                                                                                                          | 19  | EA   | 175.-      | 3,325.-     |
| h                                 | Turning Vehicles Yield to Pedestrians Sign (R10-15)                                                                                                                             | 1   | EA   | 203.60     | 203.60      |
| i                                 | Ped Crossing Information Sign (R10-3B)                                                                                                                                          | 12  | EA   | 204.45     | 2,453.40    |
| j                                 | Crosswalk Sign (W11-2)                                                                                                                                                          | 14  | EA   | 192.65     | 2,697.10    |
| k                                 | LED Flashing Crosswalk Sign (W11-2)<br>(Included with RRFB Beacon Price in Bid Item 36)                                                                                         | 0   | EA   |            |             |
| l                                 | Downward Arrow Sign (W16-7P)                                                                                                                                                    | 60  | EA   | 137.95     | 8,277.-     |
| m                                 | Caution Traffic Does Not Stop Sign (W4-4P)                                                                                                                                      | 2   | EA   | 138.40     | 276.80      |
| n                                 | Stop Here on Red Sign (R10-23)                                                                                                                                                  | 16  | EA   | 191.95     | 3,071.20    |
| o                                 | Bicycle Share the Road Sign (W11-1 & W16-1P)                                                                                                                                    | 1   | EA   | 191.10     | 191.10      |
| p                                 | Ahead Sign (W16-9P)                                                                                                                                                             | 28  | EA   | 171.30     | 4,796.40    |
| q                                 | Stop Ahead Sign (W3-1)                                                                                                                                                          | 2   | EA   | 171.65     | 343.30      |
| r                                 | Handicap Parking Sign (R99 CA)                                                                                                                                                  | 1   | EA   | 120.45     | 120.45      |
| 31                                | Furnish & Install Additional Signs (Type/Location As-Directed)                                                                                                                  | 30  | EA   | 237.70     | 7,131.-     |
| <b>New Sign Post</b>              |                                                                                                                                                                                 |     |      |            |             |
| 32                                | Furnish & Install Galvanized Steel Sign Post<br>(8-Foot Tall or Shorter) as Shown on Plans or as Directed                                                                       | 65  | EA   | 193.40     | 12,571.-    |
| <b>Utilities/Electrical</b>       |                                                                                                                                                                                 |     |      |            |             |
| 33                                | Furnish & Install New or Replace Existing Push Buttons. ADA Push Button (ES-5C Style Push Button). Multiple Sites As-Shown on Plans or Allowance As-Needed During Construction. | 20  | EA   | 3,045.-    | 60,900.-    |
| 34                                | At Site 6, Furnish & Install New ADA PED Signal Head (ES-4B Style Pedestrian Head) with Audible/Visible Countdown. Remove Existing Ped Signal Head if Existing.                 | 8   | EA   | 1,997.-    | 15,976.-    |
| 35                                | Furnish & Install New LED Flashing Stop Sign (R1-1) with Red-Flashing Beacon Above LED Flashing Stop Sign and Solar Panel with Battery                                          | 13  | EA   | 4,720.-    | 61,360.-    |

| BASE BID SCHEDULE PER ADDENDUM 2 |                                                                                                                                                                                                                                                                                                                                                                |       |      |            |             |
|----------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|------|------------|-------------|
| No.                              | Description                                                                                                                                                                                                                                                                                                                                                    | Qty   | Unit | Unit Price | Total Price |
| 36                               | Furnish & Install Rectangular Rapid Flashing Beacon (RRFB) Assembly. Including Pole, Solar Panel with Battery, Push Button, Dual-Sided Flashing Rectangular Beacons, Dual-Sided Flashing Signs, Dual-Sided Downward Arrow                                                                                                                                      | 14    | EA   | 16,625.-   | 232,750.-   |
| 37                               | At Site 1: Remove Overhead Beacons (Signal Heads) from Existing Mast Arm/Pole, Existing Controller (In Cabinet), Pedestrian Signal Heads, Push Buttons, and Appurtenant Wiring and Devices Associated with Beacons, Cabinets, Pedestrian Signal Heads, and Push Buttons.                                                                                       | 1     | LS   | 3,675.-    | 3,675.-     |
| 38                               | At Sites 7, 13, and 14: Remove Overhead Beacons (Signal Heads) from Existing Mast Arm/Pole, Existing Controller (In Cabinet), Pedestrian Signal Heads, Push Buttons, and Appurtenant Wiring and Devices Associated with Beacons, Cabinets, Pedestrian Signal Heads, and Push Buttons.                                                                          | 1     | LS   | 4,720.-    | 4,720.-     |
| 39                               | At Site 1, Furnish & Install New, Complete HAWK System Components on Existing Poles/Mast Arms and Inside of Existing Cabinet and Conduits: Including HAWK Beacons, Signs, Pedestrian Heads (with Countdown), Audible Push Button, Controller, and Wiring. Controller to be Installed in Existing Cabinets, and Wiring Inside of Existing Conduits.             | 1     | LS   | 68,000.-   | 68,000.-    |
| 40                               | At Site 7, 13, and 14, Furnish & Install New, Complete HAWK System Components on Existing Poles/Mast Arms and Inside of Existing Cabinet and Conduits: Including HAWK Beacons, Signs, Pedestrian Heads (with Countdown), Audible Push Button, Controller, and Wiring. Controller to be Installed in Existing Cabinets, and Wiring Inside of Existing Conduits. | 1     | LS   | 193,860.-  | 193,860.-   |
| 41                               | At Sites 1, 7, 13, and 14: Furnish & Install New 2" PVC Sch 80 Conduit in Concrete Encasement in Existing Pavement/Sidewalk (Allowance Only as Necessary if Existing Conduits are Insufficient). Conduits to House New Wiring as Part of Complete HAWK Package. Wiring Included as Part of HAWK Package Bid Item.                                              | 2,000 | LF   | 147.-      | 294,000.-   |
| 42                               | At Site 10: Furnish & Install New HAWK Signal Pole and Foundation. Pole & Mast Arm Size of Approximately 23'H x 30"L. Luminaire 13'H x 15'L. Foundation of 42"d x 12"D. Structure/Hardware Only (HAWK Signal Items Bid Separately as Part of Complete HAWK Package)                                                                                            | 2     | EA   | 30,395.-   | 60,790.-    |
| 43                               | At Site 10: Furnish & Install New Pedestrian Access Pole and Foundation. Structure/Hardware Only (Electrical Items Bid Separately as Part of Complete HAWK Package).                                                                                                                                                                                           | 2     | EA   | 7,865.-    | 15,730.-    |
| 44                               | At Site 10: Furnish & Install New 2" PVC Sch 80 Conduit in Existing Pavement/Sidewalk. Conduits to House New Wiring/Cable that is Bid Separately as Part of Complete HAWK Package or as Part of Lighting).                                                                                                                                                     | 120   | LF   | 137.-      | 16,440.-    |
| 45                               | At Site 10, Furnish & Install New, Complete HAWK System, Including HAWK Beacons, Signs, Pedestrian Heads (with Countdown), Audible Push Button, Controller, Cabinet, and Wiring. Controller to be Installed in New Cabinet Mounted on Pad or on New HAWK Pole, and Wiring Inside of Newly-Constructed Conduits (Conduits Bid Separately).                      | 1     | LS   | 96,408.-   | 96,408.-    |
| 46                               | At Site 10, Furnish & Install New LED Light in Luminaire and New Illuminated Pedestrian Crossing Sign on Newly-Constructed Mast Arm. Provide Wiring for New LED Light on Luminaire and Illuminated Pedestrian Crossing Sign.                                                                                                                                   | 1     | LS   | 10,000.-   | 10,000.-    |
| 47                               | At Site 10: Furnish & Install Electrical Metering Cabinet. Including Cabinet Hardware and Electrical Contents in Accordance with SCE's Standards.                                                                                                                                                                                                              | 1     | EA   | 8,900.-    | 8,900.-     |



| BASE BID SCHEDULE PER ADDENDUM 2 |                                                                                                                                                                                                               |     |      |              |             |
|----------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|------|--------------|-------------|
| No.                              | Description                                                                                                                                                                                                   | Qty | Unit | Unit Price   | Total Price |
| 48                               | At Site 10: Construct Concrete Pads for Cabinet(s).                                                                                                                                                           | 20  | CY   | 262.-        | 5,240.-     |
| Survey Monument Restoration      |                                                                                                                                                                                                               |     |      |              |             |
| 49                               | Reset Monuments or Centerline Ties As-Necessary for Construction per Section 3-10 of the General Provisions                                                                                                   | 25  | EA   | 2,100.-      | 52,500.-    |
| Temporary Construction Signs     |                                                                                                                                                                                                               |     |      |              |             |
| 50                               | Furnish & Install Project Improvement Signs per Detail in Appendix B of Specs. Basic/Temporary Wooden Sign for Construction Only. Approx. 7'H x 5'W. Signs to be Moved to/from Each Site During Construction. | 8   | EA   | 1,600.-      | 12,800.-    |
| TOTAL BASE BID PRICE IN NUMBERS  |                                                                                                                                                                                                               |     |      | 1,794,169.80 |             |

TOTAL BASE BID PRICE IN NUMBERS: \$ 1,794,169.80

TOTAL BASE BID PRICE IN WORDS: One Million Seven Hundred Ninety Four  
Thousand One Hundred Sixty nine dollars and Eighty cents.

Signature: SEAN CASTILLO

Title: PRESIDENT Date: 10-30-24

- 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 ninety (90) 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 TORO ENTERPRISES, INC., as Contractor ("Principal"), a Contract for the work entitled and described as follows: SAFE ROUTES TO SCHOOL PEDESTRIAN SAFETY PROJECT, ATP CYCLE 5, ATPL-5352(023) ;

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 TORO ENTERPRISES, INC., as Contractor ("Principal"), a Contract for the work entitled and described as follows: SAFE ROUTES TO SCHOOL PEDESTRIAN SAFETY PROJECT, ATP CYCLE 5, ATPL-5352(023);

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:** SAFE ROUTES TO SCHOOL PEDESTRIAN SAFETY  
PROJECT, ATP CYCLE 5, ATPL-5352(023)

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

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

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

| <u>POLICY NUMBER</u> | <u>EXPIRATION DATE</u> | <u>LIMITS OF LIABILITY</u> |
|----------------------|------------------------|----------------------------|
|----------------------|------------------------|----------------------------|

Workers' Compensation:  
Statutory Limits Under the Laws  
of the State of California

Employers' Liability:

\$ \_\_\_\_\_ Each Accident

\$ \_\_\_\_\_ Disease - Policy Limit

\$ \_\_\_\_\_ Disease - Each Employee

\_\_\_\_\_  
Named Insured (Contractor)

\_\_\_\_\_  
Insurance Company

\_\_\_\_\_  
Street Number

\_\_\_\_\_  
Street Number

\_\_\_\_\_  
City and State

\_\_\_\_\_  
City and State

By \_\_\_\_\_  
(Company Representative)

(SEE NOTICE ON NEXT PAGE)

Insurance Company Agent for Service  
of Process in California:

---

Name

---

Agency

---

Street Number

---

City and State

---

Telephone Number

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

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

NOTICE:

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

## **ADDITIONAL INSURED ENDORSEMENT COMPREHENSIVE GENERAL LIABILITY**

---

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

---

*Name and address of Insurance Company ("Company")*

---

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

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

1. The \_\_\_\_\_  
("Public Agency"), its elected officials, officers, attorneys, agents, employees, and volunteers are additional insureds (the above named additional insureds are hereafter referred to as the "Additional Insureds") under the Policy in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured. The Additional Insureds have no liability for the payment of any premiums or assessments under the Policy.
2. The insurance coverages afforded the Additional Insureds under the Policy shall be primary insurance, and no other insurance maintained by the Additional Insureds shall be called upon to contribute with the insurance coverages provided by the Policy.
3. Each insurance coverage under the Policy shall apply separately to each Additional Insured against whom claim is made or suit is brought except with respect to the limits of the Company's liability.
4. Nothing in this contract of insurance shall be construed to preclude coverage of a claim by one insured under the policy against another insured under the policy. All such claims shall be covered as third-party claims, i.e., in the same manner as if separate policies had been issued to each insured. Nothing contained in this provision shall operate to increase or replicate the Company's limits of liability as provided under the policy.
5. The insurance afforded by the Policy for contractual liability insurance (subject to the terms, conditions and exclusions applicable to such insurance) includes liability assumed by the Named Insured under the indemnification and/or hold harmless provision(s) contained in or executed in conjunction with the written agreement(s) or permit(s) designated above, between the Named Insured and the Additional Insureds.
6. The policy to which this endorsement is attached shall not be subject to cancellation, change in coverage, reduction of limits (except as the result of the payment of claims), or non-renewal except after written notice to Public Agency, by certified mail, return receipt requested, not less than thirty (30) days prior to the effective date thereof. In the event of Company's failure to comply with this notice provision, the policy as initially drafted will continue in full force and effect until compliance with this notice requirement.
7. Company hereby waives all rights of subrogation and contribution against the Additional Insureds, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to those activities described generally above with regard

to operations performed by or on behalf of the Named Insured regardless of any prior, concurrent, or subsequent active or passive negligence by the Additional Insureds.

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

9. This endorsement and all notices given hereunder shall be sent to Public Agency at:  
City Manager, City of South El Monte, 1415 Santa Anita 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<br/>THIS ENDORSEMENT ATTACHES</u> | <u>POLICY PERIOD<br/>FROM/TO</u> | <u>LIMITS OF<br/>LIABILITY</u> |
|-----------------------------------------------------------------|----------------------------------|--------------------------------|
|                                                                 |                                  |                                |
|                                                                 |                                  |                                |
|                                                                 |                                  |                                |

11. Scheduled items or locations are to be identified on an attached sheet. The following inclusions relate to the above coverages. Includes:

- |                                                                                    |                                                      |
|------------------------------------------------------------------------------------|------------------------------------------------------|
| <input type="checkbox"/> Contractual Liability                                     | <input type="checkbox"/> Explosion Hazard            |
| <input type="checkbox"/> Owners/Landlords/Tenants                                  | <input type="checkbox"/> Collapse Hazard             |
| <input type="checkbox"/> Manufacturers/Contractors                                 | <input type="checkbox"/> Underground Property Damage |
| <input type="checkbox"/> Products/Completed Operations                             | <input type="checkbox"/> Pollution Liability         |
| <input type="checkbox"/> Broad Form Property Damage                                | <input type="checkbox"/> Liquor Liability            |
| <input type="checkbox"/> Extended Bodily Injury                                    | <input type="checkbox"/> _____                       |
| <input type="checkbox"/> Broad Form Comprehensive<br>General Liability Endorsement | <input type="checkbox"/> _____                       |
|                                                                                    | <input type="checkbox"/> _____                       |

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.

TYPE OF COVERAGES TO WHICH  
THIS ENDORSEMENT ATTACHES

POLICY PERIOD  
FROM/TO

LIMITS OF  
LIABILITY

---

---

11. Scheduled items or locations are to be identified on an attached sheet. The following inclusions relate to the above coverages. Includes:

- |                                                |                                                    |
|------------------------------------------------|----------------------------------------------------|
| <input type="checkbox"/> Any Automobiles       | <input type="checkbox"/> Truckers Coverage         |
| <input type="checkbox"/> All Owned Automobiles | <input type="checkbox"/> Motor Carrier Act         |
| <input type="checkbox"/> Non-owned Automobiles | <input type="checkbox"/> Bus Regulatory Reform Act |
| <input type="checkbox"/> Hired Automobiles     | <input type="checkbox"/> Public Livery Coverage    |
| <input type="checkbox"/> Scheduled Automobiles | <input type="checkbox"/> _____                     |
| <input type="checkbox"/> Garage Coverage       | <input type="checkbox"/> _____                     |

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.

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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)*



## City Council Agenda Report

### Agenda Item No. 9.d.

**DATE:** November 12, 2024

**TO:** Honorable Mayor and Members of the City Council

**APPROVED BY:** Rene Salas, City Manager

**SUBMITTED BY:** Jayson Perez , Recreation Supervisor

**SUBJECT:** CONSIDERATION AND APPROVAL OF RESOLUTION NO. 24-238, AUTHORIZING THE PURCHASE OF THE TRANSPORTATION VEHICLE FROM ("MODEL 1") COMMERCIAL VEHICLES, INC.

---

**SUMMARY:** The Senior Services and Transportation Division ("Division") is committed to improving mobility for seniors and individuals with disabilities by offering safe and efficient transportation services. The Division seeks approval to purchase a new 2023 BraunAbility Van Chrysler ("Voyager") with funding allocated through the Prop A-Dispatch Implementation Plan account included in the City's approved Fiscal Year (FY) 2024-2025 Budget.

**RECOMMENDED ACTION:** Staff recommends City Council:

1. Approve Resolution No. 24-238, approving the purchase of the Voyager from Model 1; and
2. Authorize the City Manager to negotiate and execute all requisite documents for the purchase.

**FISCAL/FINANCIAL IMPACT:** The City will be utilizing Prop A funds to purchase this new 2023 Voyager. The total cost for the 2023 Voyager is \$87,345.82. The amount has been budgeted in the Prop A Fund (44-800-8015-6010) for FY 2024-2025.

**DISCUSSION:** The Division operates a comprehensive Dial-A-Ride transportation program that provides curb-to-curb, demand-response transportation services for individuals 60 or older, as well as for legally disabled residents of any age. Passengers are transported to any destination within the City limits, and up to a 15-mile radius outside the City limits for medical appointments only. Other services include transportation of youth who participate in the City's sponsored after-school and seasonal camp programs. On a limited basis, bus services are provided for youth and senior excursions, and for special events that are sponsored by the City.



With the goal of continuing to provide easy entering loading and unloading access, the Division has identified the Voyager to be compatible with the Division's needs. The Voyager is a 7-passenger van which includes a 2-passenger folding bench seat, allowing the option of including a wheelchair passenger. The van is centered lower on the ground, allowing easy access for the aging population, and individuals with disabilities. The Voyager has an "Easy to Use Ramp", allowing a low effort deployment of a in-floor ramp with 60% less force. This will enable efficient boarding for passengers with wheelchair disabilities. The van is ADA-Compliant, featuring fixed 2-inch-high edge guards, a park interlock system, and ramp and door entrance lighting for ease of use and durability.

The purchase of the Voyager will be using Prop A funds, which originated from a local half-cent sales tax dedicated to funding transportation projects and improvements in the amount of \$87,345.82. Staff obtained three (3) bids to comply with the City's purchasing policy and municipal code. Quotes were obtained from Mobility Works, Model 1, an A-Z BusSales. Staff determined that Model 1 was the best qualified vendor pursuant to the City's purchasing policy.

The Voyager has been test driven by City staff who engaged South El Monte senior riders to ensure the van meets all their needs. See attachment C for photos.

**ATTACHMENT(S):**

- A. Resolution No. 24-238
- B. Model 1 Purchase Agreement
- C. Senior Photos
- D. Vendor Quotes

## **ATTACHMENT A**

### **RESOLUTION NO. 24-238**

#### **A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL AUTHORIZING THE PURCHASE OF A TRANSPORTATION VEHICLE FROM MODEL 1 COMMUNICATION VEHICLES, INC.**

**WHEREAS**, the City received an estimate for a potential vehicle purchase as detailed and identified in the staff report and related attachments. The vehicle is described as BraunAbility Chrysler Voyager; and

**WHEREAS**, Chapter 3.16 of the South El Monte Municipal Code and Purchase Manual govern the purchase of supplies, equipment, and services; and

**WHEREAS**, pursuant to the City's Purchasing Manual, City Staff may secure three (3) written quotes from vendors for the purchase of supplies, equipment, and services; and

**WHEREAS**, City staff wants to continue to provide safe and reliable transportation for its community members, especially its senior citizens; and

**WHEREAS**, City staff secured three (3) quotes from Mobility Works, Model 1, and A-Z BusSales for a transportation vehicle; and

**WHEREAS**, City staff determined Model 1 was the best qualified vendor pursuant to the City's Purchasing Policy; and

**WHEREAS**, the City will be utilizing Prop A funds for the purchase of a 2023 BraunAbility Chrysler Voyager in the amount of \$87,345.82.

**NOW, THEREFORE**, THE CITY COUNCIL OF THE CITY OF SOUTH EL MONTE HEREBY RESOLVES:

**SECTION 1:** The above recitals are true and correct.

**SECTION 2:** The City Council hereby approves of the purchase of the vehicle.

**SECTION 3:** The City Council authorizes the City Manager to negotiate and execute the agreement with Model 1 for the purchase of the 2023 BraunAbility Chrysler Voyager in the amount of \$87,345.82.

**PASSED, APPROVED AND ADOPTED** this 12th day of November 2024.

---

Gloria Olmos, Mayor

ATTEST:

---

Adrian Garcia, MMC, City Clerk

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

I, Adrian Garcia, MMC, City Clerk of the City of South El Monte, hereby certifies that the foregoing Resolution being Resolution No. 24-238, was adopted by the City Council of the City of South El Monte at a regular meeting of said Council held on the 12th day of November 2024, and that said Resolution was adopted by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

---

Adrian Garcia, MMC, City Clerk

## ATTACHMENT B



**Model 1 Commercial Vehicles, Inc.**  
 14740 Ramona Ave  
 Chino, CA 91710

Phone: (909) 203-4800  
 Fax: (909) 465-5529  
 model1.com

## BUYER'S ORDER CONTRACT

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                   |                               |                                                                |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------|-------------------------------|----------------------------------------------------------------|
| Date:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | October 11, 2024                                                  | Unit #(s):                    |                                                                |
| Customer Name:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | City of South El Monte                                            |                               |                                                                |
| Contact:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Wendy Cayco                                                       | Phone:                        | 626-975-4388                                                   |
| Address:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 1415 Santa Anita Ave                                              | Fax:                          |                                                                |
| City, State, Zip:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | South El Monte, CA 91733                                          | E-Mail:                       | <a href="mailto:wcayco@soelmonte.org">wcayco@soelmonte.org</a> |
| Customer ID:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                   | Salesperson:                  | Mike Farr                                                      |
| Ship To Address:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Attn: Wendy Cayco - City of South El Monte - 1415 Santa Anita Ave |                               |                                                                |
| Ship To Address Cont'd:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | South El Monte, CA 91733                                          |                               |                                                                |
| Ship To Phone:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | 626-975-4388                                                      | Ship To Email:                | <a href="mailto:wcayco@soelmonte.org">wcayco@soelmonte.org</a> |
| Finance Source:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                   | Contact:                      |                                                                |
| Address:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                   | Phone:                        |                                                                |
| City, State, Zip:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                   | County:                       |                                                                |
| Description of Vehicle:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | 2023 Braun Voyager (InFloor)                                      |                               |                                                                |
| VIN #:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                   |                               |                                                                |
| Engine Type:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Gas                                                               | FOB Terms:                    | Shipping                                                       |
| Number of Passengers:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 6                                                                 | Wheelchair Positions:         | 2                                                              |
| Estimated Delivery Date:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 30 Days if in Stock                                               | Payment Terms:                | Net 30 Upon Accept                                             |
| Possession State: CA                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                   | Unit Price                    | \$ 82,042.00                                                   |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                   | Delivery                      | \$ -                                                           |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                   | Incentive (Non-Taxable)       | \$ -                                                           |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                   | Rebates (Taxable)             | \$ -                                                           |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                   | Doc Prep Fee (Taxable)        | \$ 85.00                                                       |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                   |                               |                                                                |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                   | <b>Base Selling Price</b>     | <b>\$ 82,127.00</b>                                            |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                   |                               |                                                                |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                   | ADA Amount (Non Taxable)      | \$ 31,619.00                                                   |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                   | Total Taxable Amount          | \$ 50,508.00                                                   |
| 10.250%                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | CA - South El Monte                                               | <b>Sales Tax* (Estimated)</b> | <b>\$ 5,177.07</b>                                             |
| Notes:<br>* The tax and fees reflected on this agreement are based on the regulations applicable at the time of drafting this contract. The actual amounts due will be based on the regulations applicable at the time title for each vehicle transfer.<br>Sales tax estimate is calculated based on the location in which the customer registers the vehicle.<br>All rebates and incentives will be signed over to Model 1 Commercial Vehicles, Inc.<br>California State Tire Fee of \$1.75 per tire applies to all new vehicle purchase or leases. |                                                                   |                               | \$ -                                                           |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                   |                               | \$ -                                                           |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                   |                               | \$ -                                                           |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                   | DMV Fees* (Estimated)         | \$ -                                                           |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                   | DMV Electronic Filing Fee     | \$ 33.00                                                       |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                   | Tire Fee                      | \$ 8.75                                                        |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                   | <b>Fees Sub-Total</b>         | <b>\$ 41.75</b>                                                |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                   | <b>Total Price Per Unit</b>   | <b>\$ 87,345.82</b>                                            |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                   | Quantity                      | 1                                                              |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                   | <b>Contract Total</b>         | <b>\$ 87,345.82</b>                                            |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                   | <b>0.00</b>                   |                                                                |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                   | Customer Net Trade            | \$ -                                                           |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                   | Customer Deposit              | \$ -                                                           |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                   | HVIP                          | \$ -                                                           |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                   | <b>Balance Due</b>            | <b>\$ 87,345.82</b>                                            |

Remit To: PO Box 713176, Chicago, IL 60677-0376

**Terms and Conditions:**

1. DEALER MAKES NO GUARANTEE OR WARRANTY, EXPRESS OR IMPLIED. This Vehicle is sold by Dealer "AS-IS" with no Dealer guarantee or warranty, implied or express. Dealer does not affirm or adopt any manufacturer warranties available to this Vehicle or any of its components. DEALER HEREBY DISCLAIMS AND EXCLUDES FROM THIS SALE ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS. CUSTOMER ACKNOWLEDGES THIS DISCLAIMER IS MADE IN CAPITALIZED, BOLD AND UNDERLINED FONT AND IS "CONSPICUOUS." Customer understands Dealer does not warrant the year of this Vehicle, the year of the chassis, or the year of any of its component parts, and that the manufacturer(s) of the Vehicle chassis or component is solely responsible for the year assigned to this Vehicle to the extent its year is referenced in the Agreement. If Customer is purchasing a "new" Vehicle as indicated above, Customer acknowledges that "new" means only that the Vehicle has not been previously titled although the Vehicle may have been used in a demo or a show; new does not create any warranty or expectation of value or performance. Customer understands and agrees that if either of Customer or Dealer should breach this Agreement or if Customer institutes any claim arising out of contract or the purchase of the Vehicle, the statute of limitation for any such claim is limited to one (1) year from the date of sale.
2. DEPOSIT. If indicated above, Customer Deposit is due at the time of signing this order contract. The balance due indicated above is due before vehicle(s) will be released to the Customer. If the vehicle(s) is not accepted by the Customer, the vehicle will be available for sale to other customers. The vehicle(s) will not be titled to the Customer until the contract total indicated above plus any interest charges indicated herein are paid in full. There is no "cooling off" or other cancellation period for vehicle sales. Therefore, you cannot later cancel this contract without the agreement of the Dealership, or for legal cause.
3. DEALER NOT AGENT OF MANUFACTURER. Dealer is not the agent of the manufacturer. Dealer is not responsible for changes by the manufacturer in the price, available rebate, design or accessories of specially ordered vehicles. If Dealer's price increases on a specially ordered vehicle, or if a rebate to be received by Dealer is reduced or eliminated, the Customer's price will be increased by a like amount. If Customer is dissatisfied with the increase, Customer may cancel this order and Customer's deposit and trade-in or the actual cash value of the trade-in, if sold, minus any loan, will be refunded. Customer understands that manufacturer may, from time to time, change the model, design, or other elements, including the parts and accessories, in the vehicle and at any time a manufacturer makes such changes, neither Dealer nor manufacturer are obligated to make the same changes to Customer's vehicle, even if such changes are made prior to delivery of the vehicle.
4. DELAYS. Customer will not hold Dealer liable for any delay caused by the vehicle or any component part manufacturer, accidents, strikes, fires, Acts of God, or any other cause beyond Dealer's control.
5. CUSTOMER'S INSPECTION AND ACCEPTANCE OF VEHICLE. Customer understands that damage may have occurred to the vehicle at the manufacturer(s) factory, during transport to Dealer, or while in Dealer's possession, on Dealer's premises, or at a show or promotional event. Customer acknowledges that such damage to the vehicle, if any occurred, is typically corrected by the factory or repaired by the Dealer prior to delivery. Upon taking delivery of the vehicle, Customer acknowledges: (i) having received ample opportunity for, and actually inspecting the vehicle as fully as Customer desires and (ii) utilizing and relying solely upon Customer's own judgment to inspect and determine that the vehicle is of adequate quality, merchantable, and otherwise fit for the purposes intended by Customer such that Customer accepts the vehicle in its condition as of the date Customer signs the front page of this Agreement. Customer further acknowledges that Customer did not make Dealer aware, and that Dealer was unaware, implicitly or expressly, of any particular purpose intended by Customer for the Vehicle. Consequently, Customer has not relied upon Dealer's skill or judgment in the selection or delivery of the vehicle. Customer acknowledges that Dealer has not made any representation regarding the vehicle's condition, history, status, prior usage, quality of or regularity of care or servicing, nor the existence of prior damage and/or repair of damage except as required by law.
6. IF NOT A CASH TRANSACTION. IF YOU ARE FINANCING THIS VEHICLE, PLEASE READ THIS NOTICE: YOU ARE PROPOSING TO ENTER INTO A RETAIL INSTALLMENT SALES CONTRACT WITH THE DEALER. PART OF YOUR CONTRACT INVOLVES FINANCING THE PURCHASE OF YOUR VEHICLE. IF YOU ARE FINANCING THIS VEHICLE AND THE DEALER INTENDS TO TRANSFER YOUR FINANCING TO A FINANCE PROVIDER SUCH AS A BANK, CREDIT UNION OR OTHER LENDER, YOUR VEHICLE PURCHASE DEPENDS ON THE FINANCE PROVIDER'S APPROVAL OF YOUR PROPOSED RETAIL INSTALLMENT SALES CONTRACT. IF YOUR RETAIL INSTALLMENT SALES CONTRACT IS APPROVED WITHOUT A CHANGE THAT INCREASES THE COST OR RISK TO YOU OR THE DEALER, YOUR PURCHASE CANNOT BE CANCELLED. IF YOUR RETAIL INSTALLMENT SALES CONTRACT IS NOT APPROVED, THE DEALER WILL NOTIFY YOU VERBALLY OR IN WRITING. YOU CAN THEN DECIDE TO PAY FOR THE VEHICLE IN SOME OTHER WAY OR YOU OR THE DEALER CAN CANCEL YOUR PURCHASE. IF THE SALE IS CANCELLED, YOU NEED TO RETURN THE VEHICLE TO THE DEALER WITHIN 24 HOURS OF VERBAL OR WRITTEN NOTICE IN THE SAME CONDITION IT WAS GIVEN TO YOU, EXCEPT FOR NORMAL WEAR AND TEAR. ANY DOWN PAYMENT OR TRADE-IN YOU GAVE THE DEALER WILL BE RETURNED TO YOU. IF YOU DO NOT RETURN THE VEHICLE WITHIN 24 HOURS OF VERBAL OR WRITTEN NOTICE OF CANCELLATION, THE DEALER MAY LOCATE THE VEHICLE AND TAKE IT BACK WITHOUT FURTHER NOTICE TO YOU AS LONG AS THE DEALER FOLLOWS THE LAW AND DOES NOT CAUSE A BREACH OF THE PEACE WHEN TAKING THE VEHICLE BACK.
7. TITLE; ODOMETER STATEMENT. Title to the Vehicle will remain with Dealer until the agreed upon purchase price is paid in full in cash or Customer has signed a retail installment contract and it has been accepted by a bank or finance company, at which time title shall pass to Customer even though the actual delivery of the Vehicle may be made at a later date. Customer agrees that no statement has been made as to the number of miles on any new, used, or demo vehicles, except as set forth in the odometer mileage statement as provided by the Federal Odometer Law and on the face of this Agreement as required under state law which does not constitute a warranty, express or implied, or a contractual term of this Agreement as required under state law which does not constitute a warranty, express or implied, or a contractual team of this Agreement. Customer acknowledges receipt of such Federal Odometer Statement.
8. TRADE-IN. If Customer is trading in a vehicle, Customer will give Dealer the original bill of sale or the title to the trade-in. Customer promises that any trade-in which Customer gives in this purchase transaction is owned by Customer free of any lien or other claim except as noted on the other side of this Agreement. Customer promises that all taxes of every kind levied against the trade-in have been fully paid. If any government agency makes a levy or claims a tax lien or demand against the trade-in, Dealer may, at Dealer's option, either pay it and Customer will reimburse Dealer on demand, or Dealer may add that amount to this Agreement as if it had been originally included. Any trade-in delivered by Customer to Dealer in connection with this Agreement shall be accompanied by documents sufficient to enable the Dealer to obtain a title to the trade-in in accordance with applicable state law. Customer warrants that the trade-in is or will be properly titled to Customer and/or Customer has the right to sell or otherwise convey the trade-in and the trade-in has never been a salvaged, reconditioned or rebuilt, flooded or a lemon buyback, and the trade-in is free and clear of all liens or encumbrances except as may be noted on the front of this Agreement.

9. REAPPRAISAL OF TRADE-IN. If Customer's initial trade-in value is determined by anything other than a physical appraisal by Dealer, Dealer may later reappraise and amend the value of the trade-in allowance at such time Dealer has the opportunity to perform a physical appraisal of the trade-in. This physical appraisal will then determine the actual trade-in allowance provided on the front side of this Agreement.

10. FAILURE TO COMPLETE PURCHASE. Customer agrees to pay the balance owed on the terms and accept delivery of the Vehicle within forty-eight (48) hours after being notified that the Vehicle is ready for delivery. Failure to timely accept delivery by Customer shall give Dealer the right to dispose of any trade-in, trading any cash consideration received as a deposit and retaining the same, and at Dealer's option, the right to retain any deposit and pursue any other remedy available under the law to adequately compensate Dealer's incidental and consequential damages and all other damages, costs, expenses, or losses incurred by Dealer because Customer failed to complete this purchase. If Dealer paid any negative equity balance on the trade-in, Customer shall pay to Dealer the amount paid on Customer's behalf. If Dealer brings an action or involves an attorney to enforce the terms of this section, Customer agrees to pay Dealer's reasonable attorneys' fees, court costs, and other expenses incurred in pursuing such action.

11. EXCLUSION OF INCIDENTAL AND CONSEQUENTIAL DAMAGES. Incidental and consequential damages arising out of the sale, use, servicing and/or quality of this Vehicle, including, but not limited to, any loss of use, loss of time, inconvenience, aggravation, loss of wages/earnings/income, fuel/transportation expenses, hotel/motel costs, insurance, storage, rental or replacement, altered or cancelled trips/vacations, the cost of any food/meals and any other incidental and consequential damages are specifically excluded and Dealer specifically disclaims liability for any such incidental and/or consequential damages. Customer acknowledges that Customer shall not seek or recover such incidental or consequential damages from Dealer. Customer acknowledges this disclaimer of incidental and consequential damages is independent of and shall survive any failure of the essential purpose of any warranty or remedy.

12. NON-DEALER WARRANTY(S) (IF APPLICABLE). Customer understands and agrees that manufacturer(s)' written warranties, if any are applicable to this Vehicle, were fully and conspicuously disclosed in writing by Dealer, by Dealer disclosing and providing any such written instruments to Customer prior to Customer signing the front side of this Agreement and Customer acknowledges having physically received such written instruments. Customer acknowledges that Dealer is not an agent of the manufacturer and that Dealer has not represented or misrepresented the terms of any applicable manufacturer(s)' written warranties because either (i) Customer has read to Customer's satisfaction the actual terms of any such written instruments, which expressly state the coverage, application period, conditions, and exclusions or (ii) Customer has voluntarily chosen not to read such warranties.

13. TAXES, INSURANCE. Customer shall be liable for all sales, use, or other taxes of a similar nature applicable to the transaction unless such payment is otherwise prohibited by law. Customer assumes responsibility to cover the Vehicle described on the front of this Agreement with necessary and proper insurance coverage and assumes all legal liability arising from the operation of the Vehicle from the time of delivery. Customer understands that Customer is not covered by insurance on the Vehicle until Customer's insurance company accepts coverage on the Vehicle. Customer agrees to hold Dealer harmless from any and all claims due to loss or damage prior to Customer's insurance company accepting coverage on the Vehicle.

14. CHOICE OF LAW AND VENUE, FEES. Any controversy, dispute or claim arising out of or relating to this Agreement or breach thereof shall be interpreted under the laws of the state in which Dealer is located and venue will be in the state and county in which Dealer is located or the applicable federal court. If Dealer brings a legal action to enforce or interpret this Agreement and prevails, Customer shall pay Dealer's reasonable attorneys' fees and costs incurred in such action. If Customer brings an action based on this Agreement and does not prevail, Customer shall pay Dealer's reasonable attorneys' fees and costs incurred in the defense of such action or any part thereof.

15. WAIVER OF JURY TRIAL; CLASS ACTIONS. Customer agrees that any controversy, dispute or claim arising out of or relating to this Agreement or breach thereof will be decided by a judge, rather than a jury. Customer further agrees in connection with this purchase to waive Customer's right to participate as a class member in any class action lawsuit that might be brought against Dealer.

16. SEVERABILITY. Customer and Dealer agree that each portion of this Agreement is such that if any term, provision or paragraph is found to be invalid, voidable, or unenforceable for any reason, such provision or paragraph may be severed and all other portions of this Agreement shall remain valid and enforceable.

17. ENTIRE AGREEMENT/NO RELIANCE. The written terms on the front and reverse side of this Contract comprise the entire agreement between Customer and Dealer, and Customer has read and understands the front and reverse side of this Agreement. No verbal, unwritten, electronic or other communication of any nature not contained in this Agreement was relied upon by Customer, became part of the basis of Customer's bargain, or is enforceable by Customer against Dealer even if alleged or determined to constitute fraud, fraudulent inducement, or fraudulent misrepresentation and no such verbal, unwritten, electronic, or other communication shall invalidate this Agreement or any written provision herein, or serve as grounds for Customer's rejection, rescission, or revocation of acceptance of this Agreement or this Vehicle, such that Customer cannot seek or obtain any statutory, legal, equitable or other relief against Dealer as a result thereof. Customer acknowledges and agrees that all discussions, negotiations, advertisements, representations, and affirmations of fact in any format, whether verbal, written, electronic or otherwise, which are not written in this Agreement, were not relied upon by Customer, are not included in this Agreement, and are not enforceable against Dealer.

**Authorized Customer's Representative**

**Model 1 Commercial Vehicles, Inc.**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

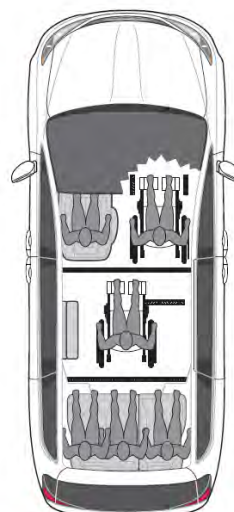
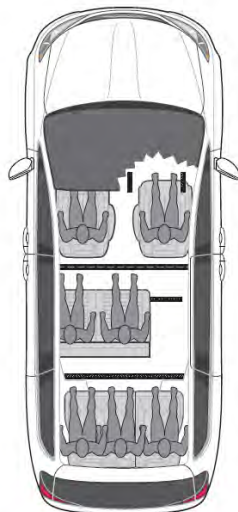
## BraunAbility Chrysler Voyager – Side Entry



Seating Positions



Possible Wheelchair  
Seating Positions



## Specifications

|                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|----------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Chassis</b>                   | <ul style="list-style-type: none"> <li>Chrysler Voyager</li> <li>Engine: 3.6L V-6</li> <li>GVW: 6,055lbs</li> <li>Fuel Type: Gas</li> <li>Fuel Tank: 19 gallons OEM</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>General Specifications</b>    | <ul style="list-style-type: none"> <li>Door Opening Usable Width (Slide Door): 31"</li> <li>Door Opening Usable Height (Slide Door): 56"</li> <li>Interior Height at Center of Van: 60"</li> <li>Interior Height at Driver and Passenger Position: 60"</li> <li>Ramp Length: 52"</li> <li>Ramp Width (Usable clear opening): 30"</li> <li>Ramp Angle (Unloaded): 13.75°</li> <li>Ramp weight capacity: 1,000 lbs</li> <li>Interior Floor Length (Behind Front Seats): 71"</li> <li>Overall Interior Floor Length (Flat Area): 98.5"</li> <li>Interior Width at Passenger Doors (Doors Closed): 64"</li> <li>Interior Width - Ramp (Deployed) to Optional 2-Passenger Seat (Stowed): 49"</li> <li>Ground clearance (loaded) @ = GVWR lbs** : 5"</li> <li>Overall Vehicle Height (Unloaded): 81"</li> </ul> |
| <b>Exterior</b>                  | <ul style="list-style-type: none"> <li>Exterior Color: White</li> <li>OEM Inflatable Spare Tire</li> <li>Stylized lower body panels with Integrated steps</li> <li>Power passenger side sliding door</li> <li>Power liftgate</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Interior</b>                  | <ul style="list-style-type: none"> <li>60" floor-to-ceiling at center of van</li> <li>Front passenger floor tracks for wheelchair securement</li> <li>Flooring: Vinyl flooring with 3/8" marine grade</li> <li>Lowered floor from toepan to rear axle</li> <li>Automatic fold up/down sideplates</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Lighting</b>                  | <ul style="list-style-type: none"> <li>ADA-compliant ramp and door entrance lighting</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>Electrical</b>                | <ul style="list-style-type: none"> <li>Auxillary wiring harness include fused circuits</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Wheelchair Accessibility</b>  | <ul style="list-style-type: none"> <li>Manual swing ramp</li> <li>ADA-compliant park interlock</li> <li>ADA-compliant ramp and door entrance lighting</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>Accessories</b>               | <ul style="list-style-type: none"> <li>Priority seat decal</li> <li>Wheelchair securement location decals</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Passenger Seating Options</b> | <ul style="list-style-type: none"> <li>5 Passenger, 1 Wheelchair or 6 ambulatory passengers</li> <li>3 Passenger, 2 Wheelchair</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Seating</b>                   | <ul style="list-style-type: none"> <li>Passenger Seating <ul style="list-style-type: none"> <li>2 OEM driver and co-pilot seats</li> <li>1 Freedman Foldaway Seat</li> <li>3-passenger bench seat at rear</li> </ul> </li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |



# Commercial Infloor Simple Stow™



As the foremost name in mobility, we proudly present the new BraunAbility Commercial Infloor Simple Stow™. Rooted in our unwavering commitment to trust and reliability, this vehicle is more than transportation, it's an emblem of inclusivity. Boasting a redesigned infloor ramp assembly with extended handle for user-friendly operation, our ADA-Compliant Vehicle promises ease in mobility. The Commercial Infloor Simple Stow sets the gold standard for accessible travel from the brand that's earned the resounding endorsement of mobility technicians at an impressive 15:1\* ratio. Safety is paramount, evident in crash tests exceeding Federal Motor Vehicle Safety Standards (FMVSS) and backed by a three-year limited warranty. Your journey to reliable and trustworthy mobility starts here.

\* Based on a 2022 Dealer Service Technician Survey

- Easy to Use Ramp: Low effort deployment of infloor ramp with 60% less force
- User-Friendly Operation: An extended handle for convenient operation designed to reduce the need to bend down for most users
- Durability Tested: Enduring over 30,000 stow and deploy cycles at 150% of the recommended maximum operating speed, providing peace of mind for rigorous commercial use
- ADA-Compliant design with fixed 2-inch-high edge guards for simplicity and durability
- Versatility: Optional 2nd Row Freedman 2-passenger seat, catering to diverse transportation needs.
- Option for BuyAmerica compliant conversion is available



[braunability.com/commercial](https://braunability.com/commercial)

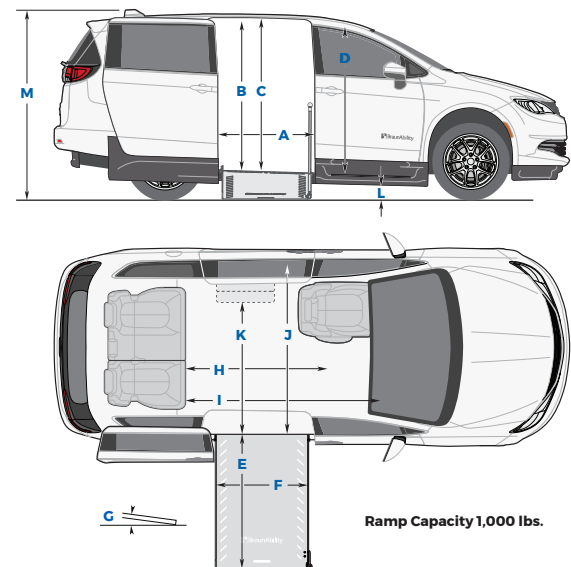
800.488.0359

# Commercial Infloor Simple Stow™



## Standard Features

- ADA, FMVSS and CMVSS Compliant
- CARB approved
- 7-passenger vehicle (with optional aftermarket 2nd row 2-passenger folding bench seat)
- Lowered floor from toepan to rear axle
- 60" floor-to-ceiling at center of van
- 30" wide manual infloor Simple Stow™ ramp - 1,000 lb capacity
- Multiple wheelchair securement locations
- One wheelchair securement system - Q'STRAIT M-Series
- OEM driver and passenger side power sliding door providing 56" vertical opening (ADA compliant), passenger door provides clear opening width of 31" (excluding OEM grab handle)
- Step-and-Roll removable front passenger seat
- 3-passenger bench seat at rear with folding footrest
- Front passenger floor tracks for wheelchair securement, with 60" floor-to-ceiling height
- TPO plastic lower body panels with integrated steps
- Vinyl flooring with 3/8" thermoplastic honeycomb panel subfloor
- ADA-compliant park interlock
- ADA-compliant ramp and door entrance lighting
- Priority seating and wheelchair securement location decals
- Auxiliary wiring harnesses include fused circuits
- Emergency rear hatch release
- Easy maintenance interior trim package
- 19 gallon OEM fuel tank



## Optional Features

- Aftermarket 2nd row 2-passenger folding bench seat
- DOT kit
- Additional set of tie-downs

## Dimensions

All dimensions are for reference only

|                                                                        |          |              |
|------------------------------------------------------------------------|----------|--------------|
| Door Opening Usable Width                                              | <b>A</b> | 31.5"        |
| Door Opening Usable Height (at middle of door - at airbag)             | <b>B</b> | 56.75" - 56" |
| Interior Height at Center of Van                                       | <b>C</b> | 60"          |
| Interior Height at Driver and Passenger Position                       | <b>D</b> | 60"          |
| Ramp Length*                                                           | <b>E</b> | 63.5"        |
| Ramp Width (Usable Clear Opening)                                      | <b>F</b> | 30"          |
| Ramp Angle**                                                           | <b>G</b> | 11°          |
| Interior Floor Length (Behind Front Seat Strikers)                     | <b>H</b> | 66"          |
| Overall Interior Floor Length (Flat Area)                              | <b>I</b> | 98.5"        |
| Interior Width at Passenger Doors (Doors Closed)                       | <b>J</b> | 64"          |
| Interior Width - Ramp (Deployed) to Optional 2-Passenger Seat (Stowed) | <b>K</b> | 49"          |
| Ground clearance at Lowest Point (Curb Weight)                         | <b>L</b> | 5.6"         |
| Overall Vehicle Height (Unloaded)                                      | <b>M</b> | 80"          |

Due to manufacturing tolerances both with the OEM vehicle and the conversion components, all dimensions may vary slightly from those shown.

\* End of ramp to flat floor (including transition flap).

\*\* Ramp angle may vary based on chassis trim level and other environmental factors.



[braunability.com/commercial](https://braunability.com/commercial)

800.488.0359



## SUMMARY OF STANDARD WARRANTIES

(Provide complete warranty information and parchment with proposal)

| Warranty                            | Miles     | Years |
|-------------------------------------|-----------|-------|
| Body Structure                      | 36,000    | 3     |
| Chassis                             | 36,000    | 3     |
| Engine                              | 60,000    | 5     |
| Transmission                        | 60,000    | 5     |
| Air conditioner                     | 36,000    | 3     |
| Lift/Ramp                           | Unlimited | 5     |
| EV Battery                          | N/A       | N/A   |
| EV Conversion/Installation          | N/A       | N/A   |
| CNG Warranty<br>(Install and tanks) | N/A       | N/A   |

## ATTACHMENT C

### SENIOR PHOTOS

Senior residents enjoying a test ride in the potential new Chrysler Voyager.





**City of South El Monte  
Informal Procurement Sheet  
Vendor Quotes**

Prepared by: Alex Aguila

Department: Transportation Division

Account No.: 44-800-8015-6010

Date: 10/16/2024

| Vendor(s) Information                              | QUOTE No. 1                                                          | QUOTE No. 2                                               | QUOTE No. 3                                                                    |
|----------------------------------------------------|----------------------------------------------------------------------|-----------------------------------------------------------|--------------------------------------------------------------------------------|
| Vendor Name                                        | Mobility Works                                                       | Model 1                                                   | A-Z BusSales                                                                   |
| Address                                            | 325 N. Altadena Dr.                                                  | 14740 Ramona Ave.                                         | 1900 Riverside Ave.                                                            |
| City & State                                       | Pasadena, CA 91107                                                   | Chino, CA 91710                                           | Colton, CA 92324                                                               |
| Contact: Verbal/Contact Person/Internet Quote      | Steve Casaus                                                         | Mike Farr                                                 | Cole Crockett                                                                  |
| Contact Information                                | 626-689-4338                                                         | 909-203-4800                                              | 714-294-4019                                                                   |
| Date information obtained                          | 9/24/2024                                                            | 10/11/2024                                                | 10/3/2024                                                                      |
| Products/services to be purchased                  | 2024 Chrysler Voyager                                                | 2023 Chrysler Voyager                                     | 2023 Toyota Sienna                                                             |
| Products/Services Quantities                       | 1                                                                    | 1                                                         | 1                                                                              |
| Discounts/Rebates:                                 | N/A                                                                  | N/A                                                       | N/A                                                                            |
| Additional Information:                            | ADA Compliance. Does not have the option for (2) person middle seat. | ADA Compliance. Includes (2) person middle fold out seat. | ADA Compliance. Passenger seat is too high for loading and unloading purposes. |
| Availability of Product                            | 90 days                                                              | 90 days                                                   | 90 days                                                                        |
| Terms: The duration of the price or rate quotation | 30 days                                                              | 30 days                                                   | 30 days                                                                        |
| Total Cost:                                        | \$87,00.87                                                           | \$87,345.82                                               | \$79,207.68                                                                    |

**STAFF RECOMMENDATION:** Staff recommends purchasing the Chrysler Voyager Model 1 because it includes a middle fold-out seat. Additionally, the ramp is a pull-out style rather than a swing gate, and both the driver and passenger sides are low enough to facilitate easy loading and unloading.

**ACCOUNT:** PROP A - Dispatch Implementation Plan 44-800-8015-6010

Approved By: \_\_\_\_\_  
City Manager - Date

Approved By: \_\_\_\_\_  
Finance Director - Date

Approved By: \_\_\_\_\_  
Department Head - Date

Reviewed By: \_\_\_\_\_  
Department Supervisor - Date





## City Council Agenda Report

### Agenda Item No. 9.e.

**DATE:** November 12, 2024

**TO:** Honorable Mayor and Members of the City Council

**APPROVED BY:** Rene Salas, City Manager

**SUBMITTED BY:** Ariana De La Cruz, Director of Community Services

**SUBJECT:** CONSIDERATION AND APPROVAL OF RESOLUTION NO. 24-239, APPROVING A FACILITY USE AGREEMENT BY AND BETWEEN THE CITY OF SOUTH EL MONTE AND CALIFORNIA STATE UNIVERSITY, NORTHRIDGE

---

**SUMMARY:** The proposed Facility Use Agreement ("Agreement") by and between the City of South El Monte ("City") and California State University, Northridge ("CSUN") will allow CSUN to rent the City Hall Council Chambers ("Chambers") as an off-site campus that offers customized masters and graduate programs on select Fridays effective August 29, 2025 to August 17, 2026, from 9:00 a.m. to 1:00 p.m.

**RECOMMENDED ACTION:** Staff recommends City Council:

1. Approve Resolution No. 24-239, approving the Agreement; and
2. Authorize the City Manager or his designee to execute the Agreement

**FISCAL/FINANCIAL IMPACT:** Entering into the Facility Use Agreement will result in the City charging CSUN a rental rate of \$25.00 per hour for the use of the Chambers. The City will bill and invoice CSUN monthly and payment will be processed within thirty (30) days from the dates utilized.

**DISCUSSION:** California State University, Northridge ("CSUN") is an accredited institution located in Northridge, California that provides higher educational courses and degrees in multiple subjects. CSUN's Tseng College specializes in masters and graduate courses in Public Administration, Public Sector Management, and other education degree programs. In recent years, CSUN has branched out to neighboring cities, hosting off-site campuses with the efforts of providing college-accredited courses in locally endorsed areas. At the November 9, 2022, City Council Meeting, the City Council approved a Facility Use Agreement by and between the City and CSUN to rent the City Hall Council Chambers to CSUN every Friday effective January 27, 2023, to December 31, 2024.

With the current agreement soon to expire and a successful experience, CSUN wishes

to enter another facility use agreement, allowing the use of the Chambers on selected Fridays effective August 29, 2025 to August 17, 2026, from 9:00 a.m. to 1:00 p.m. CSUN has provided a proposed course schedule detailing the courses, dates, and times that can be referenced as Exhibit A in the Agreement.

**ATTACHMENT(S):**

- A. Resolution No. 24-239
- B. Facility Use Agreement

## ATTACHMENT A

### RESOLUTION NO. 24-239

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL  
APPROVING A FACILITY USE AGREEMENT BY AND BETWEEN THE  
CITY OF SOUTH EL MONTE AND CALIFORNIA STATE UNIVERSITY  
NORTHRIDGE

THE SOUTH EL MONTE CITY COUNCIL HEREBY RESOLVES AS FOLLOWS:

**Section 1.** The City Council hereby authorizes the City Manager or his designee to execute the proposed Facility Use Agreement with California State University Northridge (“CSUN”) providing the City Council Chambers as an educational teaching space to members of CSUN’s MPA and PSM programs in form with the November 12, 2024 staff report accompanying this Resolution; and which is subject to approval by the City Attorney’s Office.

**Section 2.** The City Council hereby authorizes the City of South El Monte to provide the City Council Chambers as an educational teaching space every Friday, effective August 29, 2025 to August 17, 2026 from 9:00 a.m. to 1:00 p.m.

**Section 3.** The City Council hereby authorizes the City of South El Monte to receive monthly payments in the agreed upon rate of twenty five dollars (\$25.00) per hour for CSUN’s reservation and use of City Council Chambers.

**Section 4.** The City Clerk shall certify to the adoption of this Resolution.

**PASSED, APPROVED AND ADOPTED** this 12th day of November 2024.

---

Gloria Olmos, Mayor

ATTEST:

---

Adrian Garcia, MMC, City Clerk



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

I, Adrian Garcia, MMC, City Clerk of the City of South El Monte, hereby certifies that the foregoing Resolution being Resolution No. 24-239, was adopted by the City Council of the City of South El Monte at a regular meeting of said Council held on the 12<sup>th</sup> day of November 2024, and that said Resolution was adopted by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

---

Adrian Garcia, MMC, City Clerk

## ATTACHMENT B

### **FACILITY USE AGREEMENT BY AND BETWEEN THE CITY OF SOUTH EL MONTE AND CALIFORNIA STATE UNIVERSITY, NORTHRIDGE**

This Facility Use Agreement (Agreement) is entered into this day of November 12, 2024, by and between the City of South El Monte ("City"), a municipal corporation, and the Trustees of the California State University on behalf of California State University, Northridge, Tseng College ("CSUN"), an accredited institution of higher learning. The City and CSUN are sometimes hereinafter referred to collectively as the "Parties" and each individually as a "Party." This Agreement contains the entire agreement between the Parties with respect to the subject-matter of this contract.

#### RECITALS

- A. WHEREAS, CSUN, located at 18111 Nordhoff Street, Northridge, California, 91330, is an accredited public university that provides a Master of Public Administration degree (MPA), a Public Sector Management (PSM) bachelor's degree, and other educational degree programs; and
- B. WHEREAS, the Parties desire to offer customized MPA and PSM programs for County employees and other eligible students (collectively "Program") and make classes for the Program available at City Hall in the City of South El Monte, located at 1415 Santa Anita Avenue, South El Monte, CA 91733 ("Facility"); and
- C. WHEREAS, the City desires to accommodate CSUN's desire to use the City's Council Chamber meeting room ("Space") every Friday beginning August 29, 2025 to August 17, 2026 from 9:00 am to 1:00 pm to run the Program;
- D. WHEREAS, the City shall oversee the implementation, operations and enforcement of this Agreement on behalf of the City and for the benefit of the County of Los Angeles ("County"); and
- E. WHEREAS, this Agreement includes Exhibit A (Program Schedule) and Exhibit B (CSU Policy on COVID-19 Vaccinations), which are attached hereto and incorporated herein by this reference.

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth herein, the Parties do hereby mutually agree as follows:

#### **1.0 TERM OF AGREEMENT**

- 1.1 The term of this Agreement will be effective upon the execution by the Parties ("Effective Date") and will expire on August 17, 2026, unless otherwise terminated or extended as provided herein. In no event will this Agreement be extended beyond August 17, 2026.

The term of this Agreement may be adjusted, as necessary, to accommodate any delay in the commencement of the Program, and additional educational degree programs may be added by mutual written agreement of the Parties in the form of a written Amendment to this Agreement, executed by authorized representatives of the City and CSUN.

- 1.2 Use of Space by CSUN is limited to one (1) day per week, seven hours per day.
- 1.3 Rental of Space shall be paid by CSUN on a weekly basis commencing on August 29, 2025. Rent will be Twenty-Five Dollars (\$25.00) per hour. Payment for the first eight (8) weeks, in the amount of Two-Hundred Dollars (\$200.00), will be payable to the City within thirty (30) days of the Effective Date of this Agreement. Thereafter, rent shall be payable monthly to the City, due within thirty (30) days of invoice. Rent payments shall be made payable to the City of South El Monte, 1415 Santa Anita Avenue, South El Monte, CA 91733.
- 1.4 This Agreement may be terminated by either Party, during the term of this Agreement, upon thirty (30) days advance written notice, unless all Parties mutually agree to a lesser period in writing. Notwithstanding the foregoing, the City may suspend or terminate this Agreement, either in whole or in part, in the event the City requires the Space or as a result of any emergency, at the sole determination of the City. In addition, CSUN shall not admit students into the Program after any Party executes a notification of termination. In the event of termination, Parties shall endeavor to find a reasonable alternate location for Program to avoid causing any prolonged interruptions in the students' pursuit of desired degrees. No written termination notice is required for this Agreement to expire at the end date of the Agreement term as provided in paragraph 1.1 above.
- 1.5 CSUN shall vacate the Space and deliver the Space to the City in reasonably good condition at the end of each class session and at expiration or termination of the Agreement as herein provided.

## **2.0 CITY OF SOUTH EL MONTE RESPONSIBILITIES**

- 2.1 For the period set forth in Section 1 above and subject to the term of this Agreement, the City will provide CSUN with the use of Space at the Facility, on the days and times set forth in Exhibit A of this Agreement, to conduct the Program. In the event that the Space is not available on a scheduled class date, the City will provide suitable substitute classroom space.
- 2.2 The City will provide CSUN faculty with limited access to the Facility and the designated Space provided for the Program described in Exhibit A.
- 2.3 The adequacy of Space will be determined by the City.

- 2.4 The City will be responsible for normal maintenance, utilities, and custodial services to keep the Space in good condition.
- 2.5 The City will provide standard conference room furnishings and audio-visual equipment from the City's existing, available resources. Should CSUN provide its own specialized equipment not available through the City for performance under this Agreement, CSUN shall be solely responsible for the removal of such equipment from the classroom by the end of each class session. The City will allow County employees, other eligible students, and faculty, during the period of performance under this Agreement, reasonable access to Space, restrooms, break area, and other services and premises specifically required for the implementation of the Program.
- 2.6 The City disclaims and shall not have any obligation to provide security services for the Space and/or the Facility, including both the interior and exterior of the Facility.
- 2.7 Notwithstanding any other provision of this Agreement, the failure of CSUN or its officers, agents, or employees to comply with the terms of this Agreement or any written directions by or on behalf of the City issued pursuant hereto shall constitute a material breach and this Agreement may be terminated, immediately. The City's failure to exercise this right of termination shall not constitute waiver of such right, which may be exercised at any subsequent time.

### **3.0 CSUN RESPONSIBILITIES**

#### **3.1 PURPOSE AND SCOPE OF UTILIZATION**

- 3.1.1 CSUN will conduct its accredited Program at the City of South El Monte located at 1415 Santa Anita Avenue, South El Monte, CA 91733. Classes will be located in conference rooms or any other adequate space designated by Public Works.
- 3.1.2 Classes will be scheduled in accordance with Exhibit A of this Agreement.
- 3.1.3 CSUN may utilize the Space as designated in this Agreement only for the sole purpose of conducting the Program. It is expressly understood that this Agreement does not constitute the conveyance by the City to CSUN of any estate or interest in real property.
- 3.1.4 CSUN certifies and agrees that all persons employed by CSUN and/or by the affiliates, subsidiaries, or holding companies thereof are and shall be treated equally without regard to or because of race, ancestry, national origin, or sex, and in compliance with all Federal

and State laws prohibiting discrimination in employment, including, but not limited to, the Federal Civil Rights Act of 1964; the Unruh Civil Rights Act; the Cartwright Act; the State Fair Employment Practices Act; and the Americans with Disabilities Act.

- 3.1.5 CSUN understands, acknowledges, and agrees that it has inspected the Facility and Space, including but not limited to the lobby, corridors leading to the Space, and the restrooms serving the Space. CSUN accepts the Facility and the Space in their current "as-is" condition, and further understands, acknowledges, and agrees that Public Works makes no representation, warranty, or guaranty as to the habitability or suitability of the Space or that such Space is acceptable or suitable for CSUN's intended use.

### 3.2 SPACE USE CONDITIONS

CSUN shall:

- 3.2.1 Conduct classes in the Space at the scheduled dates and times set forth in Exhibit A of this Agreement.
- 3.2.2 Conduct the permitted activities in a professional manner and operate without interfering with the City conducting its business or use of its premises. The City has the right to request CSUN to remove any agent, servant, or employee who fails to conduct himself or herself in the manner described herein.
- 3.2.3 To the extent possible, keep the Space provided in a clean and orderly manner, and at the conclusion of each class session, return the furniture to its original configuration.
- 3.2.4 Assume the risk of loss, damage, or destruction due to theft, fire, and casualty of any and all personal property belonging to CSUN that is located within the Facility.
- 3.2.5 Repair any and all damage beyond normal wear and tear to real or personal property belonging to the City when damage arises out of the conduct of CSUN's activities at the Facility.
- 3.2.6 Make no alterations or improvements to the Space provided for the conduct of the Program.
- 3.2.7 Permit the City authorized representatives to enter the Space provided at any time for the purpose of determining whether CSUN activities are being conducted in compliance with the terms of this Agreement.

3.2.8 Prohibit all advertising signs or matter from display, other than signs displaying the name of CSUN.

3.2.9 To provide advance notice to the City's contact identified in paragraph 8 (Notices) of this Agreement via telephone or e-mail when a CSUN faculty member will not be present. Whenever possible, notification should be made no later than 5 p.m. on the night of class. The emergency contact after 6 p.m. is the on-site security personnel.

#### **4.0 INDEPENDENT CONTRACTORS**

4.1 This Agreement by and between the City and CSUN is for use of space only and is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association as between the City and CSUN.

4.2 CSUN understands and agrees that all CSUN instructors and staff arranged by CSUN to furnish services pursuant to this Agreement at the Facility are, for purposes of Workers' Compensation liability, employees solely of CSUN and not of the County or City. CSUN shall bear the sole responsibility and liability for furnishing Workers' Compensation benefits to any CSUN agent or employee for injuries arising from or connected with services performed on behalf of CSUN pursuant to the Agreement. Any injury to CSUN agents or employees while at City Hall shall be reported to the designated representative of the City. The City is not responsible for providing compensation to CSUN instructors or staff for providing Program instruction.

#### **5.0 INDEMNIFICATION AND INSURANCE**

##### **5.1 INDEMNIFICATION**

CSUN shall indemnify, defend, and hold harmless the City, and its officers, employees, and agents from and against any and all causes of action, claims, liabilities, obligations, judgements, losses, costs, expenses, or damages, including liability for injuries or illnesses to any person or persons or damage to property arising at any time during and/or arising out of or in any way connected with CSUN's use or occupancy of the Facility and adjoining property, unless solely caused by the gross negligence or willful misconduct of the City, its officers, employees, or agents. In the event City indemnitees are made a party to any action, lawsuit, or other adversarial processing arising from CSUN's use or occupancy of the Facility and adjoining property, Renter shall provide a defense to the City indemnitees, or at the City's option, reimburse City indemnitees their costs of defense, including reasonable legal fees, incurred in defense of such claims.

## 5.2 INSURANCE REQUIREMENTS (CSUN):

Without limiting CSUN's indemnification of the City and during the term of this Agreement, it is understood and agreed that CSUN maintains self-insurance programs to fund its respective liabilities. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by City. CSUN shall ensure the following specific insurance coverage is included. To the fullest extent permitted by law, CSUN hereby waives its and its insurer(s) rights of recovery against the City under all required insurance policies for any loss arising from or related to this Agreement. CSUN shall require its insurers to execute any waivers of subrogation endorsements which may be necessary to affect such a waiver.

- 5.2.1 **General liability insurance** (written on ISO policy form CG 0001 or its equivalent), and endorsed to name the City as an additional insured, with limits of not less than the following:

|                                          |             |
|------------------------------------------|-------------|
| General Aggregate:                       | \$2,000,000 |
| Products/Completed Operations Aggregate: | \$1,000,000 |
| Personal and Advertising Injury:         | \$1,000,000 |
| Each occurrence:                         | \$1,000,000 |

- 5.2.2 **Workers Compensation and Employers' Liability** CSUN shall maintain workers' compensation insurance (statutory limits) and employer's liability insurance (with limits of at least \$1,000,000). CSUN shall submit to City, along with the certificate of insurance, a waiver of subrogation endorsement in favor of the City, its officers, agents, employees, and volunteers.

- 5.2.3 **Automobile Liability** CSUN 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 CSUN arising out of or in connection with the facility use, 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.

**Additional insured status.** General liability, automobile liability, and umbrella/excess liability insurance policies shall provide or be endorsed to provide that Agency and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies.

**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 CSUN maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by CSUN. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

- 5.2.4 CSUN shall provide evidence of its insurance programs to the City upon execution of this Agreement and also at any other time upon request. Certificates and copies of any required endorsements shall be sent to:

Rene Salas  
City of South El Monte  
1415 Santa Anita Avenue,  
South El Monte, CA 91733  
Phone: (626) 579-6540  
E-mail: rsalas@soelmonte.org

- 5.2.5 CSUN shall report to the City any accident or incident relating to activities performed under this Agreement, which involves injury or property damage which might reasonably be thought to result in the filing of a claim or lawsuit against CSUN or the City. Such report shall be made in writing within seventy-two (72) hours of CSUN's knowledge of such occurrence.

- 5.2.6 In the event CSUN fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any cost to the City, CSUN shall pay full compensation for all reasonable cost incurred by the City.

### 5.3 INSURANCE REQUIREMENTS:

It is understood and agreed the City maintains self-insurance programs to fund its respective liabilities. The City shall provide evidence of such insurance programs at CSUN's request.

## 6.0 ADDITIONAL TERMS AND CONDITIONS

- 6.1 This Agreement contains all the terms and conditions agreed upon by the Parties thereto. No addition to or alteration of the terms of this Agreement, whether by written or verbal understanding of the Parties, their officers, agents, or employees shall be valid unless made in the form of a written amendment to this Agreement and formally approved and executed by the Parties.



- 6.2 CSUN shall comply with any and all rules and regulations, applicable Federal, State, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Agreement are incorporated herein by reference.
- 6.3 CSUN acknowledges that the rights conferred herein are personal to CSUN and do not operate to confer on or vest in CSUN title, interest, or estate in the Space or any part thereof, and therefore CSUN shall not assign, hypothecate, or mortgage the Space or any portion thereof, by, through, or pursuant to this Agreement.
- 6.4 This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. CSUN agrees to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees that venue, if any action is brought hereunder, shall be exclusively in the County.
- 6.5 If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.
- 6.6 CSUN represents and warrants that the person executing this Agreement for CSUN is an authorized agent who has actual authority to bind the CSUN to each and every term, condition, and obligation of this Agreement and that all requirements of the CSUN have been fulfilled to provide such actual authority.

## **7.0 DEFAULT**

CSUN agrees that if default shall be made in any of the covenants and agreements herein contained to be kept by CSUN, the City may forthwith revoke and terminate this Agreement, in addition to any of the City's other rights and remedies provided at law and in equity.

## **8.0 NOTICES**

Any notices required to be given to either party under the terms of this Agreement shall be addressed as follows:

City of South El Monte:      City of South El Monte  
                                         Attention: Rene Salas  
                                         1415 Santa Anita Avenue  
                                         South El Monte, CA 91733  
                                         Phone: (626) 579-6540  
                                         E-mail: rsalas@soelmonte.org

CSUN: California State University, Northridge  
Purchasing and Contract Administration  
Attention: Jenni Cox, Buyer III  
18111 Nordhoff Street, Mail Code 8231  
Northridge, CA 91330  
Phone: (818) 677-6568  
Fax: (818) 677-6544

## **9.0 WAIVER**

No waiver of a breach of any provision of the Agreement by the City will constitute waiver of any other breach of said provision or of any other provision of the Agreement. Failure of either party to enforce at any time, or from time to time, any provision of the Agreement shall not be construed as a waiver thereof. No waiver shall be enforced unless said waiver is set forth in writing.

*The remainder of this page has been intentionally left blank.*

IN WITNESS WHEREOF, the City has caused this Agreement to be subscribed on its behalf by the City Manager, or his duly authorized designee, and CSUN has caused this Agreement to be subscribed on its behalf by its duly authorized officers the 12<sup>th</sup> day of November in 2024.

CITY OF SOUTH EL MONTE

By \_\_\_\_\_  
Rene Salas,  
City Manager  
City of South El Monte

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

By \_\_\_\_\_  
Anthony R. Taylor  
City Attorney  
City of South El Monte

CALIFORNIA STATE  
UNIVERSITY, NORTHRIDGE

By \_\_\_\_\_  
Jenni Cox, Buyer III  
Purchasing and Contracts  
Administration

\_\_\_\_\_  
Date

## Exhibit A



**TSENG COLLEGE**  
GRADUATE, INTERNATIONAL  
AND MIDCAREER EDUCATION

## Program Schedule



### MASTER OF PUBLIC ADMINISTRATION PUBLIC SECTOR MANAGEMENT AND LEADERSHIP

|                      |                              |                        |                                 |
|----------------------|------------------------------|------------------------|---------------------------------|
| <b>Cohort #:</b> TBD | <b>Start Term:</b> Fall 2025 | <b>Mode:</b> In-Person | <b>Last Revised:</b> 10/15/2024 |
|----------------------|------------------------------|------------------------|---------------------------------|

**Location:** S. El Monte City Hall, 1415 Santa Anita Ave, S. El Monte, CA 91733

**Classroom:** City Council Chambers

**Class Meetings:** Friday, 9am – 12:45pm; Wednesday via Zoom, 6pm – 9:45pm (where noted)

**Tuition:** \$733 per unit / \$2,247 per course / \$26,964 per program | **NOTE:** Additional courses will result in additional charges.

| COURSE #              | COURSE TITLE / CLASS # / INSTRUCTOR                          | CLASS DATES                                                                                                 |
|-----------------------|--------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------|
| <b>Fall 2025</b>      |                                                              |                                                                                                             |
| MPA 610<br>(3 units)  | INTRO TO CONTEMPORARY PUB ADMIN                              | 8 weeks<br>Aug. 29; Sep. 05, 12, 19, 26; Oct. 03, 10, 17                                                    |
| MPA 620<br>(3 units)  | RESEARCH METHODS FOR PUB ADMIN I                             | 8 weeks<br>Oct. 24, 31 Nov. 07, 14, 21, 24*; Dec. 05, 12<br>No Class: Nov. 28 (Thanksgiving Recess)         |
| <b>Spring 2026</b>    |                                                              |                                                                                                             |
| MPA 621<br>(3 units)  | RESEARCH METHODS FOR PUB ADMIN II<br>(prerequisite: MPA 620) | 8 weeks<br>Jan. 23, 30; Feb. 06, 13, 20, 27; Mar. 06, 13<br>Spring Recess: Mar. 16-22                       |
| MPA 643<br>(3 units)  | PUB SECTOR HR MGMT                                           | 8 weeks<br>Mar. 27; Apr. 03, 10, 17, 24; May 01, 08, 15                                                     |
| <b>Summer 2026</b>    |                                                              |                                                                                                             |
| MPA 644<br>(3 units)  | PUB FINANCE AND BUDGETING<br>IN THE PUB SECTOR               | 6 weeks<br>May 29; Jun. 03*, 05, 12, 17*, 19, 26; Jul. 01*<br>No Class: Jul. 03 (Independence Day Observed) |
| MPA 650<br>(3 units)  | CONTEMPORARY PUB POLICY-MAKING                               | 6 weeks<br>Jul. 10, 17, 22*, 24, 31; Aug. 05*, 07, 14                                                       |
| <b>Fall 2026</b>      |                                                              |                                                                                                             |
| MPA 623B<br>(3 units) | APPLIED PROGRAM EVAL                                         | 8 weeks<br>Aug. 28; Sep. 04, 11, 18, 25; Oct. 02, 09, 16                                                    |

|                                                                                                                             |                                              |                                                                                                      |
|-----------------------------------------------------------------------------------------------------------------------------|----------------------------------------------|------------------------------------------------------------------------------------------------------|
| MPA 624<br>(3 units)                                                                                                        | THE MANAGEMENT OF PUB SECTOR<br>PROJECTS     | 8 weeks<br>Oct. 23, 30; Nov. 06, 13, 20, 25*; Dec. 04, 11<br>No Class: Nov. 27 (Thanksgiving Recess) |
| <b>Spring 2027</b>                                                                                                          |                                              |                                                                                                      |
| MPA 632A<br>(3 units)                                                                                                       | ORG LEADERSHIP                               | 8 weeks<br>Jan. 22, 29; Feb. 05, 12, 19, 26; Mar. 05, 12<br>Spring Recess: Mar. 15-21                |
| MPA 632B<br>(3 units)                                                                                                       | STRATEGIC MGMT                               | 8 weeks<br>Mar. 26; Apr. 02, 09, 16, 23, 30; May 07, 14                                              |
| <b>Summer 2027</b>                                                                                                          |                                              |                                                                                                      |
| MPA 697S<br>(3 units)                                                                                                       | COMPREHENSIVE EXAM                           | 12 weeks<br>May 25 – Aug. 17 (ONLINE via Zoom)<br>Mondays                                            |
| MPA 634<br>(3 units)                                                                                                        | PUB ORGANIZATIONAL DESIGN AND<br>DEVELOPMENT | 6 weeks<br>May 28; Jun. 04, 09*, 11, 18, 23*, 25; Jul. 02                                            |
| <b>Additional Schedule Notes:</b><br>Courses offered, course dates, course sequence, and instructors are subject to change. |                                              |                                                                                                      |

**THE TSENG COLLEGE: GRADUATE, INTERNATIONAL AND MIDCAREER EDUCATION**

01257.0001/1031228.1 Nordhoff Street | Northridge, California 91330-8352 | 818-677-3332 | [programs@csun.edu](mailto:programs@csun.edu) | [tsengcollege.csun.edu](http://tsengcollege.csun.edu)



## City Council Agenda Report

### Agenda Item No. 9.f.

**DATE:** November 12, 2024

**TO:** Honorable Mayor and Members of the City Council

**APPROVED BY:** Rene Salas, City Manager

**SUBMITTED BY:** Guillermo Arreola, Director of Community Development

**SUBJECT:** CONSIDERATION AND APPROVAL OF RESOLUTION NO. 24-240, APPROVING AWARD OF PROFESSIONAL SERVICES AGREEMENT (PSA) TO CSG CONSULTANTS TO PROVIDE PEER REVIEW OF AN ENVIRONMENTAL IMPACT REPORT AND RELATED TECHNICAL STUDIES IN CONJUNCTION WITH THE DEVELOPMENT OF 825 LEXINGTON-GALLATIN ROAD.

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**SUMMARY:** CSG Consultants was selected as the most qualified consultant based on their experience, proposal quality, project understanding, schedule, and cost-effectiveness to provide a third-party independent review of an environmental impact report for 825 Lexington-Gallatin Road.

**RECOMMENDED ACTION:** Staff Recommends City Council:

1. Adopt Resolution No. 24-240, awarding PSA to CSG Consultants for consulting services to peer review an environmental impact report and technical studies, in an amount not to exceed \$40,000; and
2. Authorize the City Manager or his designee to negotiate and execute the agreement.

**FISCAL/FINANCIAL IMPACT:** There will be no fiscal impact to the City as the project applicant will be required to submit a deposit in the amount of \$40,000 to the City to cover the cost of the peer review contract.

**DISCUSSION:** On July 20, 2024, the City Council authorized staff to solicit proposals through the Request for Proposal (RFP) process for a third-party, independent review of an environmental impact report and related technical studies in compliance with the California Environmental Quality Act. On August 8, 2024, the RFP was mailed out to a number of consultants, including posting the RFP on the City of South El Monte's website. The submittal deadline was September 9, 2024 at 5:00 p.m.

The City received six (6) proposals by the RFP deadline. The proposers are as follows:

| <b>Name of Consultant (alphabetical order)</b> | <b>Location</b> |
|------------------------------------------------|-----------------|
| Chambers Group, Inc.                           | Costa Mesa, CA  |
| CSG Consultants                                | Orange, CA      |
| De Novo Planning Group                         | Tustin, CA      |
| EcoTierra Consulting                           | Los Angeles, CA |
| EPD Solutions, Inc.                            | Irvine, CA      |
| MIG                                            | Riverside, CA   |

Per South El Monte Municipal Code Title 3, Chapter 3.16.070 the services of vendors possessing a high degree of professional, specialized technical skill or expertise, may be made without the need for bid procedures. However, staff went above and beyond and issued an RFP requesting proposals, and although bidding is not required for professional services, selection of the proposal is based on qualifications and best value, and not necessarily the lowest price. Proposals should still be reviewed for reasonableness to serve the public's best interest.

Staff reviewed the proposals received based on competence and professional qualifications and in compliance with the RFP requirements, which included project understanding and approach, experience, level of effort, schedule and cost-effectiveness to provide efficient services. After review, staff determined that CSG Consultants submitted the most qualified proposal to provide third-party, independent review of an environmental review and related technical studies. The table below shows the contract amount for each proposal:

| <b>Consultant (alphabetical order)</b> | <b>Schedule</b> | <b>Contract Amount</b> |
|----------------------------------------|-----------------|------------------------|
| Chambers Group, Inc.                   | 2 weeks         | \$32,000               |
| CSG Consultants                        | 6 weeks         | \$40,000               |
| De Novo Planning Group                 | 8 weeks         | \$69,000               |
| EcoTierra Consulting                   | 2 weeks         | \$48,000               |
| EPD Solutions, Inc.                    | 34 weeks        | \$46,550               |
| MIG                                    | 8 weeks         | \$71,366               |

Overall, all the consultants demonstrated an understanding of the required scope of work and all presented a methodical, well-structured approach to the cost and schedule. The schedule varied considerably. However, staff felt that the six to eight week schedules were adequate.

The following table lists the top three consultants based on a 100 point scale:

| <b>Consultant Name</b> | <b>Total Number of Points</b> |
|------------------------|-------------------------------|
| CSG Consultants        | 98                            |
| EPD Solutions, Inc.    | 95                            |
| De Novo Planning Group | 92                            |

Based on the experience of CSG's staff, both in preparing environmental impact reports and serving as independent third party consultants, quality and organization of the proposal, understanding of the project, schedule and contract amount, CSG Consultants' overall score of 98 was the highest score of the proposals. Therefore, staff recommends awarding a Professional Services Agreement to CSG Consultants for an independent third-party review of an environmental impact report associated with the development of 825 Lexington-Gallatin Road.

**ATTACHMENT(S):**

- A. Resolution No. 24-240
- B. Draft PSA Template



## **ATTACHMENT A**

### **RESOLUTION NO. 24-240**

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL  
APPROVING AN AGREEMENT BETWEEN THE CITY OF  
SOUTH EL MONTE AND CSG CONSULTING FOR A THIRD-  
PARTY INDEPENDENT REVIEW OF AN ENVIRONMENTAL  
IMPACT REPORT AND RELATED TECHNICAL STUDIES  
FOR PROPERTY LOCATED AT 825 LEXINGTON-GALLATIN  
ROAD

**WHEREAS**, on November 11, 2024, the City Manager approved a contract with CSG Consultants ("Consultant") to provide a third-party independent review of an applicant's environmental impact report (EIR) for property located at 825 Lexington-Gallatin Road; and

**WHEREAS**, the City has determined that an Agreement with the consultant is necessary to complete a third-party, independent review of an environmental impact report in a timely and cost-effective manner; and

**WHEREAS**, bidding is not required for professional services, thus based on the competence and professional qualifications, including the scoring criteria provided in the RFP, staff selected CSG Consultants as the most qualified consultant to provide third-party independent review of the EIR for property located at 825 Lexington-Gallatin Road; and

**WHEREAS**, the Agreement Contract Sum for the contract is not to exceed \$40,000.00, which the applicant shall submit as a deposit with the City; and

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

**SECTION 1.** The above recitals, and each of them, are true and correct.

**SECTION 2.** The City Council hereby authorizes and directs the City Manager to take all actions necessary to execute and effectuate the Agreement in substantially the form attached as Attachment B to the November 12, 2024, staff report.

**SECTION 3.** The City Clerk shall certify to the adoption of this Resolution.

**PASSED, APPROVED AND ADOPTED** this 12<sup>th</sup> day of November 2024.

---

Gloria Olmos, Mayor

ATTEST:

---

Adrian Garcia, MMC  
City Clerk

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

I, Adrian Garcia, MMC, City Clerk of the City of South El Monte, hereby certify that the foregoing Resolution, being Resolution No. 24-240 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 12th day of November 2024, and that said Resolution was adopted by the following vote:

AYES:       Councilmember(s):  
NOES:       Councilmember(s):  
ABSENT:     Councilmember(s):  
ABSTAIN:    Councilmember(s):

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Adrian Garcia, MMC  
City Clerk

**ATTACHMENT B**

**DRAFT**

**CONTRACT SERVICES AGREEMENT**

**By and Between**

**CITY OF SOUTH EL MONTE**

**and**

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

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THIS AGREEMENT FOR CONTRACT SERVICES (herein “Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024 by and between the CITY OF SOUTH EL MONTE, a California, a municipal corporation (“City”) and \_\_\_\_\_, \_\_\_\_\_ (“Consultant”). City and Consultant may be referred to, individually or collectively, as “Party” or “Parties.”

**RECITALS**

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

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

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

**OPERATIVE PROVISIONS**

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

**ARTICLE 1. SERVICES OF CONSULTANT**

**1.1 Scope of Services.**

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

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

## **1.2 Consultant’s Proposal.**

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

## **1.3 Compliance with Law.**

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

## **1.4 California Labor Law.**

If the Scope of Services includes any “public work” or “maintenance work,” as those terms are defined in California Labor Code section 1720 *et seq.* and California Code of Regulations, Title 8, Section 16000 *et seq.*, and if the total compensation is \$1,000 or more, Consultant shall pay prevailing wages for such work and comply with the requirements in California Labor Code section 1770 *et seq.* and 1810 *et seq.*, and all other applicable laws.

## **1.5 Licenses, Permits, Fees, and Assessments.**

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

## **1.6 Familiarity with Work.**

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

### **1.7 Care of Work.**

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

### **1.8 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 services of the other.

### **1.9 Additional Services.**

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

### **1.10 Special Requirements.**

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

## **ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.**

### **2.1 Contract Sum.**

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

### **2.2 Method of Compensation.**

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

### **2.3 Reimbursable Expenses.**

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

### **2.4 Invoices.**

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

City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, or as provided in Section 7.3, City will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant’s correct and undisputed invoice; however, Consultant acknowledges and agrees that due to the City’s “warrant run

procedures,” the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by City for any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

### **2.5 Waiver.**

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

## **ARTICLE 3. PERFORMANCE SCHEDULE**

### **3.1 Time of Essence.**

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

### **3.2 Schedule of Performance.**

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

### **3.3 Force Majeure.**

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

### **3.4 Term.**

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding \_\_\_\_\_



years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit “D”). [The City may, in its sole discretion, extend the Term for \_\_\_\_ additional one-year terms.]

#### **ARTICLE 4. COORDINATION OF WORK**

##### **4.1 Representatives and Personnel of Consultant.**

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

|        |         |
|--------|---------|
| _____  | _____   |
| (Name) | (Title) |

|        |         |
|--------|---------|
| _____  | _____   |
| (Name) | (Title) |

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

##### **4.2 Status of Consultant.**

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

#### **4.3 Contract Officer.**

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

#### **4.4 Independent Consultant.**

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no decision-making authority in regards to the selection, discharge, supervision or control of Consultant's employees, servants, representatives or agents, or in fixing of their numbers, compensation, or hours of service. Consultant shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with said role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant. Consultant represents and warrants that the personnel used to provide services to the City pursuant to this Agreement are classified by Consultant as employees and that Consultant issues or will issue a W-2 to such personnel.

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

#### **4.5 Prohibition Against Subcontracting or Assignment.**

The experience, knowledge, capability, and reputation of Consultant, its Principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the

present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of City.

## **ARTICLE 5. INSURANCE AND INDEMNIFICATION**

### **5.1 Insurance Coverages.**

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

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

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

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

(d) Workers' Compensation Insurance. Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance in the minimum amount of \$1,000,000.

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

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

## **5.2 General Insurance Requirements.**

(a) Proof of Insurance. Consultant shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by the City's Risk Manager prior to the commencement of the performance of services of this Agreement. 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, from Consultant, at any time.

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

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

(d) City's Rights of Enforcement. In the event any insurance policy 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 either be promptly reimbursed by Consultant or the City will withhold payment amounts sufficient to pay the insurance premium from Consultant payments. In the alternative, the City may terminate this Agreement in its entirety.

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

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

(g) Enforcement of Contract Provisions (Non-Estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform

Consultant of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

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

(i) Notice of Cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day advance 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 in writing .

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

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

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

(o) Self-Insured Retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated,

lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by City.

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

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

### **5.3 Indemnification.**

To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable ("indemnitors"), or arising from Consultant's or indemnitors' reckless or willful misconduct, or arising from Consultant's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

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

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

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

Consultant shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Consultant shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or

omission, or reckless or willful misconduct of Consultant in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness, or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination or expiration of this Agreement.

## **ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION**

### **6.1 Records.**

Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit, and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Consultant's business, custody of the books and records may be given to City, and access shall be provided by Consultant's successor in interest. Notwithstanding the above, the Consultant shall fully cooperate with the City in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

### **6.2 Reports.**

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

### **6.3 Ownership of Documents.**

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall

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

#### **6.4 Confidentiality and Release of Information.**

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

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

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

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



## **ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION**

### **7.1 California Law.**

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

### **7.2 Disputes; Default.**

In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Consultant's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

### **7.3 Retention of Funds.**

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

### **7.4 Waiver.**

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement.

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

#### **7.5 Rights and Remedies are Cumulative.**

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

#### **7.6 Legal Action.**

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code Sections 905 *et seq.* and 910 *et seq.*, in order to pursue a legal action under this Agreement.

#### **7.7 Liquidated Damages.**

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

#### **7.8 Termination Prior to Expiration of Term.**

This Section shall govern any termination of this Contract except as specifically provided for in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated

termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided for in Section 7.3. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

#### **7.9 Termination for Default of Consultant.**

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

#### **7.10 Attorneys' Fees.**

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

### **ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION**

#### **8.1 Non-liability of City Officers and Employees.**

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

#### **8.2 Conflict of Interest.**

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

avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

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

### **8.3 Covenant Against Discrimination.**

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

### **8.4 Unauthorized Aliens.**

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

## **ARTICLE 9. MISCELLANEOUS PROVISIONS**

### **9.1 Notices.**

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

## **9.2 Interpretation.**

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

## **9.3 Counterparts.**

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

## **9.4 Integration; Amendment.**

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

## **9.5 Severability.**

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

## **9.6 Warranty & Representation of Non-Collusion.**

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

employee, as a result of consequence of obtaining or being awarded any agreement. Consultant is acknowledges and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant's Authorized Initials \_\_\_\_\_

**9.7 Corporate Authority.**

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

**[SIGNATURES ON FOLLOWING PAGE]**

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

**CITY:**

CITY OF SOUTH EL MONTE, a municipal corporation

\_\_\_\_\_  
Rene Salas, City Manager

**ATTEST:**

\_\_\_\_\_  
Adrian Garcia, MMC, City Clerk

**APPROVED AS TO FORM:**  
ALESHIRE & WYNDER, LLP

\_\_\_\_\_  
Anthony R. Taylor, City Attorney

**CONSULTANT:**

\_\_\_\_\_  
  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**If applicable, two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer.**

**EXHIBIT “A”**

**SCOPE OF SERVICES**

- I. Consultant will perform the following Services:**
  - A.
  - B.
  - C.
- II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the City:**
  - A.
  - B.
  - C.
- III. In addition to the requirements of Section 6.2, during performance of the Services, Consultant will keep the City appraised of the status of performance by delivering the following status reports:**
  - A.
  - B.
  - C.
- IV. All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.**
- V. Consultant will utilize the following personnel to accomplish the Services:**
  - A.
  - B.
  - C.



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

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

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

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

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

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

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

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

**EXHIBIT “D”**

**SCHEDULE OF PERFORMANCE**

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

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

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

- A.
- B.
- C.

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



## City Council Agenda Report

### Agenda Item No. 9.g.

**DATE:** November 12, 2024

**TO:** Honorable Mayor and Members of the City Council

**APPROVED BY:** Rene Salas, City Manager

**SUBMITTED BY:** Guillermo Arreola, Director of Community Development

**SUBJECT:** CONSIDERATION AND APPROVAL OF RESOLUTION NO. 24-241, APPROVING AN AGREEMENT BETWEEN THE CITY OF SOUTH EL MONTE AND KEYSER-MARSDEN TO REVIEW HOMEBUYER APPLICATIONS AND PROVIDE GENERAL ADVICE TO THE CITY WITH RESPECT TO AFFORDABLE HOUSING DOCUMENTS FOR THE PROPERTY LOCATED AT 2540 ROSEMEAD BOUELVARD (KB HOMES).

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**SUMMARY:** This item will be provided under separate cover.

**RECOMMENDED ACTION:**

**FISCAL/FINANCIAL IMPACT:**

**DISCUSSION:**

**ATTACHMENT(S):**

None



## City Council Agenda Report

### Agenda Item No. 9.h.

**DATE:** November 12, 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 NO. 24-242, ADOPTING AMENDED AND RESTATED PAY SCHEDULES FOR THE CITY'S NON-REPRESENTED EXECUTIVE AND PART-TIME EMPLOYEES

---

**SUMMARY:** On September 24, 2024, the City Council approved Resolution No. 24-226, approving cost of living adjustments for non-represented executive and part-time employees. This resolution will update the salary range of the Public Works Director position to be consistent with other non-represented executive positions.

**RECOMMENDED ACTION:** Staff recommends City Council consider adopting Resolution No. 24-242, approving a revised monthly salary schedule for executives (non-represented).

**FISCAL/FINANCIAL IMPACT:** There is no fiscal impact at this time. Once the City Manager conducts a performance evaluation of the Public Works Director, and if a merit step increase is provided, the cost differential between the existing scale and the updated scale is about \$500 per month (ranging between \$452 per month to \$550 per month between Step A through Step E).

**DISCUSSION:** On September 24, 2024, the City Council approved Resolution No. 24-226, approving cost of living adjustments for non-represented executive and part-time employees. Resolution No. 24-226 approved a 5% cost of living adjustments for non-represented executive and part-time employees for Fiscal Years 2024–25; 2025–26; and 2026–27 and updating the pay schedule for these positions accordingly.

The pay scale of the Public Works Director was originally structured and budgeted to be the same as other Department Directors. However, a computation error calculated by the Human Resources Department resulted in a salary range lower than other Directors.

City staff analyzed the updated salary schedule from the September 24, 2024, City Council meeting and noticed that the Public Works Director salary was not consistent with other non-represented executive positions. Therefore, City staff recommends that

City Council approve the instant resolution to revise the monthly pay schedule for executives (non-represented) to reflect the increase to the compensation range for the Public Works Director position.

**ATTACHMENT(S):**

- A. Resolution No. 24-242
- B. Exhibit A to Resolution No. 24-242

## **ATTACHMENT A**

### **RESOLUTION NO. 24-242**

#### **A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL, CALIFORNIA, ADOPTING AMENDED AND RESTATED PAY SCHEDULES FOR THE CITY'S NON-REPRESENTED EXECUTIVE AND PART-TIME EMPLOYEES**

**WHEREAS**, Section 36506 of the California Government Code requires that the City Council of the City fix compensation of all appointive officers and employees by resolution or ordinance; and

**WHEREAS**, on September 24, 2024, the City Council approved Resolution No. 24-226, approving 5% cost of living adjustments for non-represented executive and part-time employees for Fiscal Years 2024–25; 2025–26; and 2026–27 and updating the pay schedule for these positions accordingly; and

**WHEREAS**, City Council now desires to amend and restate the previously adopted pay schedule to reflect an increase the salary range of the Public Works Director position to match the compensation ranges provided to other non-represented executive positions.

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

**Section 1.** The above recitals, and each of them, are true and correct.

**Section 2.** The City Council of the City approves the amended and restated pay schedule attached hereto as Exhibit A for the City's non-represented executive employees and non-represented part-time employees for Fiscal Years 2024–25, 2025–26, and 2026–27. The revised pay range for the Public Works Director position shall be effective November 12, 2024.

**Section 3.** The City Council authorizes the City's City Manager to provide compensation to the City's non-represented executive employees consistent with the pay ranges set forth in Exhibit A, and to enter into contract amendments with the City's non-represented executive employees to effectuate the same.

**Section 4.** The City Clerk shall certify to the adoption of this Resolution.

**PASSED, APPROVED AND ADOPTED** this 12<sup>th</sup> day of November 2024.

---

Gloria Olmos, Mayor

ATTEST:

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Adrian Garcia, MMC, City Clerk

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

I, Adrian Garcia, MMC, City Clerk of the City of South El Monte, hereby certify that the foregoing Resolution, being Resolution No. 24-242 was duly passed and approved by the City Council of the City of South El Monte at an adjourned regular meeting of said Council held on the 12<sup>th</sup> day of November 2024, and that said Resolution was adopted by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

---

Adrian Garcia, MMC, City Clerk



**Exhibit A**  
**City of South El Monte**  
**Monthly Salary Schedules for Executives (Non-Represented)**  
**Period: July 1, 2024 - June 30, 2025**

| <b>Job Title</b>                                        | <b>Step A</b>               | <b>Step B</b>               | <b>Step C</b>               | <b>Step D</b>               | <b>Step E</b>               |
|---------------------------------------------------------|-----------------------------|-----------------------------|-----------------------------|-----------------------------|-----------------------------|
| Deputy City Manager                                     | 10,841                      | 11,383                      | 11,952                      | 12,550                      | 13,177                      |
| City Clerk                                              | 10,500                      | 11,025                      | 11,576                      | 12,155                      | 12,763                      |
| Community Development Director                          | 10,500                      | 11,025                      | 11,576                      | 12,155                      | 12,763                      |
| Community Services Director                             | 10,500                      | 11,025                      | 11,576                      | 12,155                      | 12,763                      |
| Director of Finance                                     | 12,235                      | 12,847                      | 13,489                      | 14,164                      | 14,872                      |
| Director of Human Resources                             | 10,500                      | 11,025                      | 11,576                      | 12,155                      | 12,763                      |
| Public Works Director (*effective<br>November 12, 2024) | <del>10,089</del><br>10,500 | <del>10,594</del><br>11,025 | <del>11,124</del><br>11,576 | <del>11,680</del><br>12,155 | <del>12,264</del><br>12,763 |

**City of South El Monte**  
**Monthly Salary Schedules for Executives (Non-Represented)**  
**Period: July 1, 2025 - June 30, 2026**

| <b>Job Title</b>               | <b>Step A</b>               | <b>Step B</b>               | <b>Step C</b>               | <b>Step D</b>               | <b>Step E</b>               |
|--------------------------------|-----------------------------|-----------------------------|-----------------------------|-----------------------------|-----------------------------|
| Deputy City Manager            | 11,383                      | 11,952                      | 12,550                      | 13,177                      | 13,836                      |
| City Clerk                     | 11,025                      | 11,576                      | 12,155                      | 12,763                      | 13,401                      |
| Community Development Director | 11,025                      | 11,576                      | 12,155                      | 12,763                      | 13,401                      |
| Community Services Director    | 11,025                      | 11,576                      | 12,155                      | 12,763                      | 13,401                      |
| Director of Finance            | 12,847                      | 13,489                      | 14,164                      | 14,872                      | 15,615                      |
| Director of Human Resources    | 11,025                      | 11,576                      | 12,155                      | 12,763                      | 13,401                      |
| Public Works Director          | <del>10,594</del><br>11,025 | <del>11,124</del><br>11,576 | <del>11,680</del><br>12,155 | <del>12,264</del><br>12,763 | <del>12,877</del><br>13,401 |

**City of South El Monte**  
**Monthly Salary Schedules for Executives (Non-Represented)**  
**Period: July 1, 2026 - June 30, 2027**

| <b>Job Title</b>               | <b>Step A</b>               | <b>Step B</b>               | <b>Step C</b>               | <b>Step D</b>               | <b>Step E</b>               |
|--------------------------------|-----------------------------|-----------------------------|-----------------------------|-----------------------------|-----------------------------|
| Deputy City Manager            | 11,952                      | 12,550                      | 13,177                      | 13,836                      | 14,528                      |
| City Clerk                     | 11,576                      | 12,155                      | 12,763                      | 13,401                      | 14,071                      |
| Community Development Director | 11,576                      | 12,155                      | 12,763                      | 13,401                      | 14,071                      |
| Community Services Director    | 11,576                      | 12,155                      | 12,763                      | 13,401                      | 14,071                      |
| Director of Finance            | 13,489                      | 14,164                      | 14,872                      | 15,615                      | 16,396                      |
| Director of Human Resources    | 11,576                      | 12,155                      | 12,763                      | 13,401                      | 14,071                      |
| Public Works Director          | <del>11,124</del><br>11,576 | <del>11,680</del><br>12,155 | <del>12,264</del><br>12,763 | <del>12,877</del><br>13,401 | <del>13,521</del><br>14,071 |

**Exhibit A**  
**City of South El Monte**  
**Monthly Salary Schedules for Confidential (Non-Represented)**  
**Period: July 1, 2024 - June 30, 2025**

| <b><u>Job Title</u></b>                        | <b><u>Step A</u></b> | <b><u>Step B</u></b> | <b><u>Step C</u></b> | <b><u>Step D</u></b> | <b><u>Step E</u></b> |
|------------------------------------------------|----------------------|----------------------|----------------------|----------------------|----------------------|
| Senior Executive Assistant / Community Liaison | 8,349                | 8,766                | 9,204                | 9,664                | 10,148               |

**City of South El Monte**  
**Monthly Salary Schedules for Confidential (Non-Represented)**  
**Period: July 1, 2025 - June 30, 2026**

| <b><u>Job Title</u></b>                        | <b><u>Step A</u></b> | <b><u>Step B</u></b> | <b><u>Step C</u></b> | <b><u>Step D</u></b> | <b><u>Step E</u></b> |
|------------------------------------------------|----------------------|----------------------|----------------------|----------------------|----------------------|
| Senior Executive Assistant / Community Liaison | 8,766                | 9,204                | 9,664                | 10,148               | 10,655               |

**City of South El Monte**  
**Monthly Salary Schedules for Confidential (Non-Represented)**  
**Period: July 1, 2026 - June 30, 2027**

| <b><u>Job Title</u></b>                        | <b><u>Step A</u></b> | <b><u>Step B</u></b> | <b><u>Step C</u></b> | <b><u>Step D</u></b> | <b><u>Step E</u></b> |
|------------------------------------------------|----------------------|----------------------|----------------------|----------------------|----------------------|
| Senior Executive Assistant / Community Liaison | 9,204                | 9,664                | 10,148               | 10,655               | 11,188               |

**ATTACHMENT A**  
**City of South El Monte**  
**Hourly Compensation Schedules for PART-TIME (Non-Represented) Employees**  
**Period: July 1, 2024 - June 30, 2025**

| <b><u>Job Title</u></b> | <b><u>Step A</u></b> | <b><u>Step B</u></b> | <b><u>Step C</u></b> | <b><u>Step D</u></b> | <b><u>Step E</u></b> |
|-------------------------|----------------------|----------------------|----------------------|----------------------|----------------------|
| Assist. Pool Manager    | 23.425500            | 24.596775            | 25.826614            | 27.117944            | 28.473842            |
| Aquatics Cash/Locker    | 16.800000            | 17.640000            | 18.522000            | 19.448100            | 20.420505            |
| Boxing Instructor       | 24.864000            | 26.107200            | 27.412560            | 28.783188            | 30.222347            |
| Boxing Trainer          | 16.800000            | 17.640000            | 18.522000            | 19.448100            | 20.420505            |
| Bus. License Clerk      | 21.777000            | 22.865850            | 24.009143            | 25.209600            | 26.470080            |
| Clerk                   | 19.561500            | 20.539575            | 21.566554            | 22.644881            | 23.777126            |
| Code Enf Officer        | 22.018500            | 23.119425            | 24.275396            | 25.489166            | 26.763624            |
| College Worker          | 21.682500            | 22.766625            | 23.904956            | 25.100204            | 26.355214            |
| Comm. Dev. Secretary    | 27.646500            | 29.028825            | 30.480266            | 32.004280            | 33.604494            |
| Cross. Guard            | 17.178000            | 18.036900            | 18.938745            | 19.885682            | 20.879966            |
| Cross. Guard Super.     | 20.013000            | 21.013650            | 22.064333            | 23.167549            | 24.325927            |
| Deputy City Clerk       | 34.344172            | 36.061380            | 37.864450            | 39.757672            | 41.745556            |
| Equipment Mechanic      | 24.895500            | 26.140275            | 27.447289            | 28.819653            | 30.260636            |
| Homelessness Coord.     | 38.902500            | 40.847625            | 42.890006            | 45.034507            | 47.286232            |
| Housing Prog. Coord     | 35.101500            | 36.856575            | 38.699404            | 40.634374            | 42.666093            |
| Lifeguard               | 20.842500            | 21.884625            | 22.978856            | 24.127799            | 25.334189            |
| Maintenance Aide        | 17.440500            | 18.312525            | 19.228151            | 20.189559            | 21.199037            |
| Newspaper Intern        | 23.625000            | 24.806250            | 26.046563            | 27.348891            | 28.716335            |
| Park Attendant          | 17.440500            | 18.312525            | 19.228151            | 20.189559            | 21.199037            |
| Pool Manager            | 25.252500            | 26.515125            | 27.840881            | 29.232925            | 30.694572            |
| PS Officer              | 22.743000            | 23.880150            | 25.074158            | 26.327865            | 27.644259            |
| Recreation Leader       | 16.800000            | 17.640000            | 18.522000            | 19.448100            | 20.420505            |
| Recreation Special      | 20.538000            | 21.564900            | 22.643145            | 23.775302            | 24.964067            |
| Sr. Recreation Lead     | 18.186000            | 19.095300            | 20.050065            | 21.052568            | 22.105197            |
| Van Dr Class B- PT      | 17.440500            | 18.312525            | 19.228151            | 20.189559            | 21.199037            |
| Van Dr Class C- PT      | 16.800000            | 17.640000            | 18.522000            | 19.448100            | 20.420505            |
| WSI Lifeguard           | 22.092000            | 23.196600            | 24.356430            | 25.574252            | 26.852964            |

**ATTACHMENT B****City of South El Monte****Hourly Compensation Schedules for PART-TIME (Non-Represented) Employees****Period: July 1, 2025 - June 30, 2026**

| <b>Job Title</b>     | <b>Step A</b> | <b>Step B</b> | <b>Step C</b> | <b>Step D</b> | <b>Step E</b> |
|----------------------|---------------|---------------|---------------|---------------|---------------|
| Assist. Pool Manager | 24.596775     | 25.826614     | 27.117944     | 28.473842     | 29.897534     |
| Aquatics Cash/Locker | 17.640000     | 18.522000     | 19.448100     | 20.420505     | 21.441530     |
| Boxing Instructor    | 26.107200     | 27.412560     | 28.783188     | 30.222347     | 31.733465     |
| Boxing Trainer       | 17.640000     | 18.522000     | 19.448100     | 20.420505     | 21.441530     |
| Bus. License Clerk   | 22.865850     | 24.009143     | 25.209600     | 26.470080     | 27.793584     |
| Clerk                | 20.539575     | 21.566554     | 22.644881     | 23.777126     | 24.965982     |
| Code Enf Officer     | 23.119425     | 24.275396     | 25.489166     | 26.763624     | 28.101806     |
| College Worker       | 22.766625     | 23.904956     | 25.100204     | 26.355214     | 27.672975     |
| Comm. Dev. Secretary | 29.028825     | 30.480266     | 32.004280     | 33.604494     | 35.284718     |
| Cross. Guard         | 18.036900     | 18.938745     | 19.885682     | 20.879966     | 21.923965     |
| Cross. Guard Super.  | 21.013650     | 22.064333     | 23.167549     | 24.325927     | 25.542223     |
| Deputy City Clerk    | 36.061380     | 37.864450     | 39.757672     | 41.745556     | 43.832833     |
| Equipment Mechanic   | 26.140275     | 27.447289     | 28.819653     | 30.260636     | 31.773668     |
| Homelessness Coord.  | 40.847625     | 42.890006     | 45.034507     | 47.286232     | 49.650543     |
| Housing Prog. Coord  | 36.856575     | 38.699404     | 40.634374     | 42.666093     | 44.799397     |
| Lifeguard            | 21.884625     | 22.978856     | 24.127799     | 25.334189     | 26.600898     |
| Maintenance Aide     | 18.312525     | 19.228151     | 20.189559     | 21.199037     | 22.258989     |
| Newspaper Intern     | 24.806250     | 26.046563     | 27.348891     | 28.716335     | 30.152152     |
| Park Attendant       | 18.312525     | 19.228151     | 20.189559     | 21.199037     | 22.258989     |
| Pool Manager         | 26.515125     | 27.840881     | 29.232925     | 30.694572     | 32.229300     |
| PS Officer           | 23.880150     | 25.074158     | 26.327865     | 27.644259     | 29.026472     |
| Recreation Leader    | 17.640000     | 18.522000     | 19.448100     | 20.420505     | 21.441530     |
| Recreation Special   | 21.564900     | 22.643145     | 23.775302     | 24.964067     | 26.212271     |
| Sr. Recreation Lead  | 19.095300     | 20.050065     | 21.052568     | 22.105197     | 23.210456     |
| Van Dr Class B- PT   | 18.312525     | 19.228151     | 20.189559     | 21.199037     | 22.258989     |
| Van Dr Class C- PT   | 17.640000     | 18.522000     | 19.448100     | 20.420505     | 21.441530     |
| WSI Lifeguard        | 23.196600     | 24.356430     | 25.574252     | 26.852964     | 28.195612     |

**ATTACHMENT C**

**City of South El Monte**

**Hourly Compensation Schedules for PART-TIME (Non-Represented) Employees**

**Period: July 1, 2026 - June 30, 2027**

| <b><u>Job Title</u></b> | <b><u>Step A</u></b> | <b><u>Step B</u></b> | <b><u>Step C</u></b> | <b><u>Step D</u></b> | <b><u>Step E</u></b> |
|-------------------------|----------------------|----------------------|----------------------|----------------------|----------------------|
| Assist. Pool Manager    | 25.826614            | 27.117944            | 28.473842            | 29.897534            | 31.392410            |
| Aquatics Cash/Locker    | 18.522000            | 19.448100            | 20.420505            | 21.441530            | 22.513607            |
| Boxing Instructor       | 27.412560            | 28.783188            | 30.222347            | 31.733465            | 33.320138            |
| Boxing Trainer          | 18.522000            | 19.448100            | 20.420505            | 21.441530            | 22.513607            |
| Bus. License Clerk      | 24.009143            | 25.209600            | 26.470080            | 27.793584            | 29.183263            |
| Clerk                   | 21.566554            | 22.644881            | 23.777126            | 24.965982            | 26.214281            |
| Code Enf Officer        | 24.275396            | 25.489166            | 26.763624            | 28.101806            | 29.506896            |
| College Worker          | 23.904956            | 25.100204            | 26.355214            | 27.672975            | 29.056624            |
| Comm. Dev. Secretary    | 30.480266            | 32.004280            | 33.604494            | 35.284718            | 37.048954            |
| Cross. Guard            | 18.938745            | 19.885682            | 20.879966            | 21.923965            | 23.020163            |
| Cross. Guard Super.     | 22.064333            | 23.167549            | 24.325927            | 25.542223            | 26.819334            |
| Deputy City Clerk       | 37.864450            | 39.757672            | 41.745556            | 43.832833            | 46.024475            |
| Equipment Mechanic      | 27.447289            | 28.819653            | 30.260636            | 31.773668            | 33.362351            |
| Homelessness Coord.     | 42.890006            | 45.034507            | 47.286232            | 49.650543            | 52.133071            |
| Housing Prog. Coord     | 38.699404            | 40.634374            | 42.666093            | 44.799397            | 47.039367            |
| Lifeguard               | 22.978856            | 24.127799            | 25.334189            | 26.600898            | 27.930943            |
| Maintenance Aide        | 19.228151            | 20.189559            | 21.199037            | 22.258989            | 23.371938            |
| Newspaper Intern        | 26.046563            | 27.348891            | 28.716335            | 30.152152            | 31.659760            |
| Park Attendant          | 19.228151            | 20.189559            | 21.199037            | 22.258989            | 23.371938            |
| Pool Manager            | 27.840881            | 29.232925            | 30.694572            | 32.229300            | 33.840765            |
| PS Officer              | 25.074158            | 26.327865            | 27.644259            | 29.026472            | 30.477795            |
| Recreation Leader       | 18.522000            | 19.448100            | 20.420505            | 21.441530            | 22.513607            |
| Recreation Special      | 22.643145            | 23.775302            | 24.964067            | 26.212271            | 27.522884            |
| Sr. Recreation Lead     | 20.050065            | 21.052568            | 22.105197            | 23.210456            | 24.370979            |
| Van Dr Class B- PT      | 19.228151            | 20.189559            | 21.199037            | 22.258989            | 23.371938            |
| Van Dr Class C- PT      | 18.522000            | 19.448100            | 20.420505            | 21.441530            | 22.513607            |
| WSI Lifeguard           | 24.356430            | 25.574252            | 26.852964            | 28.195612            | 29.605393            |



## City Council Agenda Report

### Agenda Item No. 11.a.

**DATE:** November 12, 2024

**TO:** Honorable Mayor and Members of the City Council

**APPROVED BY:** Rene Salas, City Manager

**SUBMITTED BY:** Ariana De La Cruz, Director of Community Services

**SUBJECT:** LETTER FROM SOUTH EL MONTE NATIONAL LITTLE LEAGUE REQUESTING A FACILITY FEE WAIVER FOR THE USE OF NEW TEMPLE PARK FIELDS, MARY VAN DYKE PARK COMMUNITY ROOM, SENIOR CENTER DINING ROOM, CONSIDERATION TO WAIVE THE PARK LIGHTING FEES, AND CONSIDERATION TO WAIVE THE FEES FOR THE INSTALLATION AND TEAR DOWN OF FIELD FENCES

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**SUMMARY:** The South El Monte National Little League ("SEMPLL") is requesting reservation facility fee waivers for the use of New Temple Park fields, Senior Center Dining Room, Mary Van Dyke Park Community Room, and requesting the City Council consider waiving the reservation light fees and the associated labor cost incurred to install and remove five (5) fences at New Temple Park.

**RECOMMENDED ACTION:** Staff recommends City Council:

1. Discuss and consider the facility reservation fee waiver request for the use of the New Temple Park fields, Senior Center Dining Room, and Mary Van Dyke Community Room for the estimated amount of \$33,600.00;
2. Discuss and consider the request to waive the light fees in the estimated amount of \$7,740.00; and
3. Discuss and consider waiving the associated labor cost incurred to install and remove five (5) fences at New Temple Park in the estimated amount of \$4,700.00.

**FISCAL/FINANCIAL IMPACT:** If approved in accordance with the Facility Reservation Regulations and Fee Schedule, the City will waive the facility rental fees in the estimated amount of \$33,600.00 and the SEMPLL will be responsible for all remaining costs including, but not limited to, light fees, insurance coverage, fence installation, etc.

If the City Council approves waiving the light fees and/or the labor cost incurred to install and remove five (5) fences at New Temple Park, the waived amount will have to be allocated from the City's General Fund. The estimated cost to waive the light fees is

approximately \$7,740.00 and the estimated cost to waive the labor cost incurred to install and remove five (5) fences is approximately \$4,700.00.

Please refer to Attachment A, Cost Details, summarizing the fees associated with the reservation.

**DISCUSSION:** The City has been a long-time sponsor and supporter of SEMNLL. The City has designated SEMNLL as a City grandfathered-youth sports group permitted to continue utilizing the fields during their agreed-upon season. SEMNLL is a non-profit group composed of several volunteers, and services the City by providing an affordable baseball and softball program for children ages 6-15.

SEMNLL is requesting a reservation facility fee waiver for the use of New Temple Park fields to host their 2025 baseball and softball season's practices and games from February 10, 2025, to June 20, 2025, Monday through Friday from 4:00 p.m. to 9:00 p.m. and Saturdays from 7:00 a.m. to 8:00 p.m. SEMNLL is also requesting a reservation facility fee waiver to use the Senior Center Dining Room on May 17, 2025, to host a comedy night fundraiser and June 7, 2025, to host their end of the season banquet and the Mary Van Dyke Community Room to host board meetings on Mondays from February 10, 2025, to June 16, 2025, from 7:00 p.m. to 8:30 p.m.

According to the current City Council approved Facility Reservation Regulations and Fee Schedule, community partners and non-profit organizations are permitted fee waiver requests which solely cover the facility's rental fees. All other related reservation fees, including but not limited to, staff time, security, alcohol insurance coverage, light fee, chalking, etc. are the responsibility of the organization. SEMNLL is requesting that the City Council consider waiving the light fees in the estimated amount of \$7,740.00 and labor costs incurred to install and remove five (5) fences at New Temple Park in the estimated amount of \$4,700.00. The City Council has the discretion to approve or deny any request not approved in the Facility Reservation Regulations and Fee Schedule.

**ATTACHMENT(S):**

- A. SEMNLL Cost Details
- B. SEMNLL Fee Waiver Request Letter
- C. SEMNLL Facility Reservation Application

# ATTACHMENT A

## South El Monte National Little League Reservation Cost Details

### Waived Facility Rental Fee

| Fee Description              | Units               | Total       |
|------------------------------|---------------------|-------------|
| New Temple Park Fields       | \$50/hr x 566 hrs   | \$28,300.00 |
| Senior Center Dining Room    | \$100/hr x 9 hrs    | \$900.00    |
| Community Center Kitchen     | \$150 Flat Rate     | \$150.00    |
| Senior Center Dining Room    | \$100/hr x 7 hrs    | \$700.00    |
| Community Center Kitchen     | \$150 Flat Rate     | \$150.00    |
| Mary Van Dyke Community Room | \$200/day x 17 days | \$3,400.00  |
| Total:                       |                     | \$33,600.00 |

### Non- Waived Fees

| Fee Description                               | Units                     | Total      |
|-----------------------------------------------|---------------------------|------------|
| New Temple Park Refundable Damage Deposit     | \$500.00                  | \$500.00   |
| New Temple Park Insurance Coverage            | Agency will Provide       | N/A        |
| Mary Van Dyke Community Room Damage Deposit   | \$50.00                   | \$50.00    |
| Senior Center Dining Room 5/17/25 Reservation |                           |            |
| Staff Time                                    | \$16/hr x 3 staff x 9hrs  | \$432.00   |
| Security Guards                               | \$38/hr x 2 staff x 5 hrs | \$380.00   |
| Alcoholic insurance Coverage                  |                           | \$170.90   |
| Cleaning Fee                                  |                           | \$300.00   |
| Damage Deposit                                |                           | \$500.00   |
| Senior Center Dining Room 6/7/25 Reservation  |                           |            |
| Staff Time                                    | \$16/hr x 2 staff x 7hrs  | \$224.00   |
| Insurance Coverage                            | Agency will provide       | N/A        |
| Cleaning Fee                                  |                           | \$300.00   |
| Damage Deposit                                |                           | \$500.00   |
| Total:                                        |                           | \$3,356.90 |

### Special Request to Waive Light Fees

| Fee Description           | Units             | Total      |
|---------------------------|-------------------|------------|
| New Temple Park Light Fee | \$30/hr x 258 hrs | \$7,740.00 |

❖ Amount may vary due to additional request or cancellation

### Special Request to Waive Fence installation and Tear Down

| Fee Description         | Units                                | Total      |
|-------------------------|--------------------------------------|------------|
| New Temple Park Fencing | (5) fence installation and tear down | \$4,700.00 |





South El Monte National Little League  
P.O. Box 9134, South El Monte, CA 91733  
Incorporated 1061

South El Monte Council

Dear City Council,

The South El Monte National Little League is a non-profit organization that has been serving the city of South El Monte and its residents since 1961. The league is run by 100% volunteers consisting of parents/people of the community. In our program, the children learn teamwork, how to deal with pressure, maintain positive attitudes and how to play by the rules. These are all very important social skills and traits the children can apply to other areas of their life. These core values that the children learn in our program will help them become successful citizens later in life.

We appreciate all the support that the city has provided our program in the past and ask for your continued support to our league, and most importantly, to the community of South El Monte. We understand that costs for anything these days are high and we are trying to keep our registration costs low for the sake of our community. Because of this, we would like to request your assistance with allowing our program to use the city facilities, along with the lights, the work of putting up and taking down the fences, as well as the preparations of the fields to not cost.

We are grateful for your continued support of our league and we hope to see you at our Opening Day for the 2025 Season!

Thank you again for your ongoing support.

A handwritten signature in black ink, appearing to read 'C. Rodriguez'.

Cristina Rodriguez – President

South El Monte National Little League



City of South El Monte Recreation Services Department  
1530 Central Avenue, South El Monte, CA 91733  
Phone: (626) 579-2043  
www.cityofsouthelmonte.org



## APPLICANT INFORMATION

|                                             |                        |
|---------------------------------------------|------------------------|
| Name: South El Monte National Little League | Organization/Business: |
| Address:                                    | City: Zip Code:        |
| Home Phone:                                 | Work Phone:            |
| Cell Phone:                                 | Email:                 |

### RECREATION SERVICES FACILITY & PARK RENTAL APPLICATION AND AGREEMENT

**\*\*APPLICANT MUST BE PRESENT AT ALL TIMES DURING THE EVENT\*\***

**\*\*ALL EVENING PERMITS CONCLUDE AT 12:00 MIDNIGHT\*\***

## RESERVATION INFORMATION

### FACILITY REQUESTED:

| 1. COMMUNITY CENTER                   | 2. SENIOR CENTER                             | 3. AQUATICS CENTER                    | 4. PARKS                                  |
|---------------------------------------|----------------------------------------------|---------------------------------------|-------------------------------------------|
| <input type="checkbox"/> Kitchen      | <input type="checkbox"/> Dining Room         | <input type="checkbox"/> Main Pool    | Mary Van Dyke                             |
| <input type="checkbox"/> Gymnasium    | <input type="checkbox"/> Arts and Craft Room | <input type="checkbox"/> Wading Pool  | <input type="checkbox"/> Community Room   |
| <input type="checkbox"/> Amphitheater | <input type="checkbox"/> Game Room I         | <input type="checkbox"/> Locker Rooms | <input type="checkbox"/> Gazebo           |
| <input type="checkbox"/> Dance Room   | <input type="checkbox"/> Game Room II        |                                       | Shively and <b>New Temple</b>             |
| <input type="checkbox"/> Parking Lot  |                                              |                                       | <input checked="" type="checkbox"/> Field |
|                                       |                                              |                                       | <input type="checkbox"/> Picnic Area      |
|                                       |                                              |                                       | <input type="checkbox"/> Field            |
|                                       |                                              |                                       | <input type="checkbox"/> Picnic Area      |
| Date of Event:                        | 2/18 - 6/20                                  | Day(s):                               | Mon-Thurs/Sat                             |
| Purpose of Event/Function:            | Baseball & Softball games                    |                                       |                                           |
| Reservation Time: Mon - Thurs         | 4:00pm                                       | to                                    | 9:00pm                                    |
| Mon - Thurs Snack Bar Hours:          | 4:00pm                                       | to                                    | 9:00pm                                    |
| Saturday Hours                        | 7:00am                                       | to                                    | 8:00pm                                    |
| Saturday Snack Bar Hours:             | 7:00am                                       | to                                    | 8:00pm                                    |
| Will the event be open to the public? | Yes                                          |                                       |                                           |
| Will there be entertainment?          | No                                           |                                       |                                           |
| Will food be served?                  | Yes                                          |                                       |                                           |
| Will alcohol be served?               | No                                           |                                       |                                           |
| Portable Stage needed?                | No                                           |                                       |                                           |

Applicant shall indemnify, defend, and hold harmless the City of South El Monte, its officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time during and/or arising out of or in any way connected with Applicant's authorized activities under the terms of this application and/or use or occupancy of the Facility and adjoining property, unless solely caused by the gross negligence or willful misconduct of the City of South El Monte, its officers, employees, or agents. Applicant agrees to abide and enforce the Rules, Regulations and Policies governing the facility set forth by the City of South El Monte. Said organization/business will accept all responsibility for any damage to premises, furniture, equipment or grounds resulting from use of facility.

**I am an authorized agent of the organization/business submitting this application. The information provided in this application is true and correct. I have read and understand this application and agree to all of the facility rules, regulations, and conditions of use.**

Signature of Applicant: \_\_\_\_\_ Date: \_\_\_\_\_

----- **OFFICE USE ONLY** -----  
☐ APPROVED ☐ DENIED Recreation Services Designee \_\_\_\_\_ Date: \_\_\_\_\_



## APPLICANT INFORMATION

|                                             |                        |
|---------------------------------------------|------------------------|
| Name: South El Monte National Little League | Organization/Business: |
| Address:                                    | City: Zip Code:        |
| Home Phone:                                 | Work Phone:            |
| Cell Phone:                                 | Email:                 |

### RECREATION SERVICES FACILITY & PARK RENTAL APPLICATION AND AGREEMENT

**\*\*APPLICANT MUST BE PRESENT AT ALL TIMES DURING THE EVENT\*\***

**\*\*ALL EVENING PERMITS CONCLUDE AT 12:00 MIDNIGHT\*\***

## RESERVATION INFORMATION

### FACILITY REQUESTED:

| 1. COMMUNITY CENTER                                       | 2. SENIOR CENTER                                | 3. AQUATICS CENTER                    | 4. PARKS                                |
|-----------------------------------------------------------|-------------------------------------------------|---------------------------------------|-----------------------------------------|
| <input checked="" type="checkbox"/> Kitchen               | <input checked="" type="checkbox"/> Dining Room | <input type="checkbox"/> Main Pool    | Mary Van Dyke                           |
| <input type="checkbox"/> Gymnasium                        | <input type="checkbox"/> Arts and Craft Room    | <input type="checkbox"/> Wading Pool  | <input type="checkbox"/> Community Room |
| <input type="checkbox"/> Amphitheater                     | <input type="checkbox"/> Game Room I            | <input type="checkbox"/> Locker Rooms | <input type="checkbox"/> Gazebo         |
| <input type="checkbox"/> Dance Room                       | <input type="checkbox"/> Game Room II           |                                       | Shively and New Temple                  |
| <input type="checkbox"/> Parking Lot                      |                                                 |                                       | <input type="checkbox"/> Field          |
|                                                           |                                                 |                                       | <input type="checkbox"/> Picnic Area    |
|                                                           |                                                 |                                       | <input type="checkbox"/> Field          |
|                                                           |                                                 |                                       | <input type="checkbox"/> Picnic Area    |
| Date of Event: Saturday 5/17                              | Day(s):                                         | Estimated Attendance: 150             |                                         |
| Purpose of Event/Function: SEMNLL Comedy Night Fundraiser |                                                 |                                       |                                         |
| Reservation Time: 3:00pm to 12:00am                       | Set up Time: 3:00pm to 5:00pm                   |                                       |                                         |
| Kitchen Hours: 3:00pm to 10:00pm                          | Clean up Time: 10:00pm to 12:00am               |                                       |                                         |
| Will the event be open to the public? Yes                 |                                                 |                                       |                                         |
| Will there be entertainment? Yes                          | If yes, what type? Comedians                    |                                       |                                         |
| Will food be served? Yes                                  | If yes, name of caterer? TBD                    |                                       |                                         |
| Will alcohol be served? Yes                               |                                                 |                                       |                                         |
| Portable Stage needed? No                                 |                                                 |                                       |                                         |

Applicant shall indemnify, defend, and hold harmless the City of South El Monte, its officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time during and/or arising out of or in any way connected with Applicant's authorized activities under the terms of this application and/or use or occupancy of the Facility and adjoining property, unless solely caused by the gross negligence or willful misconduct of the City of South El Monte, its officers, employees, or agents. Applicant agrees to abide and enforce the Rules, Regulations and Policies governing the facility set forth by the City of South El Monte. Said organization/business will accept all responsibility for any damage to premises, furniture, equipment or grounds resulting from use of facility.

**I am an authorized agent of the organization/business submitting this application. The information provided in this application is true and correct. I have read and understand this application and agree to all of the facility rules, regulations, and conditions of use.**

Signature of Applicant: \_\_\_\_\_ Date: \_\_\_\_\_

----- OFFICE USE ONLY -----  
☐ APPROVED ☐ DENIED Recreation Services Designee \_\_\_\_\_ Date: \_\_\_\_\_

# City of South El Monte Recreation Services Department

APPLICANT NAME: \_\_\_\_\_ DATE OF USE: \_\_\_\_\_

FACILITY: \_\_\_\_\_

## FACILITY FEE WORK SHEET

The following fee schedule applies to general use of the facility. The City of South El Monte, other governmental entities, and South El Monte-recognized Community Service/Non-Profit Organizations may be granted priority use and may be exempt from fees.

### **\*\*IMPORTANT INFORMATION\*\***

**NO CONFETTI OF ANY SORT IS PERMITTED – SET-UP IS ON YOUR OWN**

**NOTE: FLOORS ARE COVERED WITH CARPET**

|                               |                                 |                    |
|-------------------------------|---------------------------------|--------------------|
| Building Fee                  | \$ 100 x 9 Hours                | \$900.00           |
| Staff Fee                     | \$ 16 x 3 # Staff x 9 Hours     | \$ 432.00          |
| Security Guard Fee            | \$ 38 x 2 # Guard (s) x 5 Hours | \$ 380.00          |
| Kitchen Fee                   |                                 | \$ 150.00          |
| Clean Up Fee                  |                                 | \$ 300.00          |
| Damage Deposit                |                                 | \$ 500.00          |
| Insurance Premium Certificate |                                 | \$                 |
| Liquor Premiums               |                                 | \$ 170.90          |
| Inflatable Bouncer            |                                 | \$                 |
| ABC Permit                    |                                 | \$                 |
|                               | <b>TOTAL:</b>                   | <b>\$ 1,782.90</b> |

# of Round Tables: \_\_\_\_\_ #  
 of Rectangle Tables: \_\_\_\_\_ #  
 of Chairs \_\_\_\_\_

### **Table and Chair Ratio**

6 inch Round Table = 8 chairs  
 6x6 Rectangle Table = 8 chairs

**BALANCE DUE DATE:** \_\_\_\_\_

|                         |                 |                  |                  |
|-------------------------|-----------------|------------------|------------------|
| Deposit(s): Date: _____ | Receipt # _____ | Payment \$ _____ | Balance \$ _____ |
| Deposit(s): Date: _____ | Receipt # _____ | Payment \$ _____ | Balance \$ _____ |
| Deposit(s): Date: _____ | Receipt # _____ | Payment \$ _____ | Balance \$ _____ |
| Deposit(s): Date: _____ | Receipt # _____ | Payment \$ _____ | Balance \$ _____ |
| Deposit(s): Date: _____ | Receipt # _____ | Payment \$ _____ | Balance \$ _____ |

### **Security Deposit Refund:**

Invoice #: \_\_\_\_\_

Full refund: Yes \_\_\_\_\_ No \_\_\_\_\_

Account#: \_\_\_\_\_

Reservation Info:

If No, reason:

Amount refunded: \$ \_\_\_\_\_ Warrant Request Made on: \_\_\_\_\_

Last update 7/11/18



## APPLICANT INFORMATION

|                                             |                        |
|---------------------------------------------|------------------------|
| Name: South El Monte National Little League | Organization/Business: |
| Address:                                    | City: Zip Code:        |
| Home Phone:                                 | Work Phone:            |
| Cell Phone:                                 | Email:                 |

### RECREATION SERVICES FACILITY & PARK RENTAL APPLICATION AND AGREEMENT

**\*\*APPLICANT MUST BE PRESENT AT ALL TIMES DURING THE EVENT\*\***

**\*\*ALL EVENING PERMITS CONCLUDE AT 12:00 MIDNIGHT\*\***

## RESERVATION INFORMATION

### FACILITY REQUESTED:

| 1. COMMUNITY CENTER                         | 2. SENIOR CENTER                                | 3. AQUATICS CENTER                    | 4. PARKS                                |
|---------------------------------------------|-------------------------------------------------|---------------------------------------|-----------------------------------------|
| <input checked="" type="checkbox"/> Kitchen | <input checked="" type="checkbox"/> Dining Room | <input type="checkbox"/> Main Pool    | Mary Van Dyke                           |
| <input type="checkbox"/> Gymnasium          | <input type="checkbox"/> Arts and Craft Room    | <input type="checkbox"/> Wading Pool  | <input type="checkbox"/> Community Room |
| <input type="checkbox"/> Amphitheater       | <input type="checkbox"/> Game Room I            | <input type="checkbox"/> Locker Rooms | <input type="checkbox"/> Gazebo         |
| <input type="checkbox"/> Dance Room         | <input type="checkbox"/> Game Room II           |                                       | Shively and New Temple                  |
| <input type="checkbox"/> Parking Lot        |                                                 |                                       | <input type="checkbox"/> Field          |
|                                             |                                                 |                                       | <input type="checkbox"/> Picnic Area    |
|                                             |                                                 |                                       | <input type="checkbox"/> Field          |
|                                             |                                                 |                                       | <input type="checkbox"/> Picnic Area    |
| Date of Event: Saturday, 6/7/2025           | Day(s):                                         | Estimated Attendance: 150             |                                         |
| Purpose of Event/Function: Kids Dance       |                                                 |                                       |                                         |
| Reservation Time: 12:00pm to 6:00pm         | Set up Time: 12:00pm to 2:00pm                  |                                       |                                         |
| Kitchen Hours: 12:00pm to 6:00pm            | Clean up Time: 6:00pm to 7:00pm                 |                                       |                                         |
| Will the event be open to the public? No    |                                                 |                                       |                                         |
| Will there be entertainment? Yes            | If yes, what type? DJ                           |                                       |                                         |
| Will food be served? Yes                    | If yes, name of caterer? TBD                    |                                       |                                         |
| Will alcohol be served? No                  |                                                 |                                       |                                         |
| Portable Stage needed? No                   |                                                 |                                       |                                         |

Applicant shall indemnify, defend, and hold harmless the City of South El Monte, its officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time during and/or arising out of or in any way connected with Applicant's authorized activities under the terms of this application and/or use or occupancy of the Facility and adjoining property, unless solely caused by the gross negligence or willful misconduct of the City of South El Monte, its officers, employees, or agents. Applicant agrees to abide and enforce the Rules, Regulations and Policies governing the facility set forth by the City of South El Monte. Said organization/business will accept all responsibility for any damage to premises, furniture, equipment or grounds resulting from use of facility.

I am an authorized agent of the organization/business submitting this application. The information provided in this application is true and correct. I have read and understand this application and agree to all of the facility rules, regulations, and conditions of use.

Signature of Applicant: \_\_\_\_\_ Date: \_\_\_\_\_

----- OFFICE USE ONLY -----  
☐ APPROVED ☐ DENIED Recreation Services Designee \_\_\_\_\_ Date: \_\_\_\_\_

# City of South El Monte Recreation Services Department

APPLICANT NAME: \_\_\_\_\_ DATE OF USE: \_\_\_\_\_

FACILITY: \_\_\_\_\_

## FACILITY FEE WORK SHEET

The following fee schedule applies to general use of the facility. The City of South El Monte, other governmental entities, and South El Monte-recognized Community Service/Non-Profit Organizations may be granted priority use and may be exempt from fees.

### **\*\*IMPORTANT INFORMATION\*\***

**NO CONFETTI OF ANY SORT IS PERMITTED – SET-UP IS ON YOUR OWN**

**NOTE: FLOORS ARE COVERED WITH CARPET**

|                               |                             |             |
|-------------------------------|-----------------------------|-------------|
| Building Fee                  | \$ 100 x 7 Hours            | \$ 700.00   |
| Staff Fee                     | \$ 16 x 2 # Staff x 7 Hours | \$ 224.00   |
| Security Guard Fee            | \$ x # Guard (s) x Hours    | \$          |
| Kitchen Fee                   |                             | \$ 150.00   |
| Clean Up Fee                  |                             | \$ 300.00   |
| Damage Deposit                |                             | \$ 500.00   |
| Insurance Premium Certificate |                             | \$          |
| Liquor Premiums               |                             | \$          |
| Inflatable Bouncer            |                             | \$          |
| ABC Permit                    |                             | \$          |
|                               | <b>TOTAL:</b>               | \$ 1,024.00 |

# of Round Tables: \_\_\_\_\_ #  
 of Rectangle Tables: \_\_\_\_\_ #  
 of Chairs \_\_\_\_\_

### **Table and Chair Ratio**

6 inch Round Table = 8 chairs  
 6x6 Rectangle Table = 8 chairs

**BALANCE DUE DATE:** \_\_\_\_\_

|                         |                 |                  |                  |
|-------------------------|-----------------|------------------|------------------|
| Deposit(s): Date: _____ | Receipt # _____ | Payment \$ _____ | Balance \$ _____ |
| Deposit(s): Date: _____ | Receipt # _____ | Payment \$ _____ | Balance \$ _____ |
| Deposit(s): Date: _____ | Receipt # _____ | Payment \$ _____ | Balance \$ _____ |
| Deposit(s): Date: _____ | Receipt # _____ | Payment \$ _____ | Balance \$ _____ |
| Deposit(s): Date: _____ | Receipt # _____ | Payment \$ _____ | Balance \$ _____ |

### **Security Deposit Refund:**

Invoice #: \_\_\_\_\_

Full refund: Yes \_\_\_\_\_ No \_\_\_\_\_

Account#: \_\_\_\_\_

Reservation Info:

If No, reason:

Amount refunded: \$ \_\_\_\_\_ Warrant Request Made on: \_\_\_\_\_

Last update 7/11/18



## APPLICANT INFORMATION

|                                             |                        |
|---------------------------------------------|------------------------|
| Name: South El Monte National Little League | Organization/Business: |
| Address:                                    | City: Zip Code:        |
| Home Phone:                                 | Work Phone:            |
| Cell Phone:                                 | Email:                 |

### RECREATION SERVICES FACILITY & PARK RENTAL APPLICATION AND AGREEMENT

**\*\*APPLICANT MUST BE PRESENT AT ALL TIMES DURING THE EVENT\*\***

**\*\*ALL EVENING PERMITS CONCLUDE AT 12:00 MIDNIGHT\*\***

## RESERVATION INFORMATION

### FACILITY REQUESTED:

|                                       |                              |                           |                         |
|---------------------------------------|------------------------------|---------------------------|-------------------------|
| <b>1. COMMUNITY CENTER</b>            | <b>2. SENIOR CENTER</b>      | <b>3. AQUATICS CENTER</b> | <b>4. PARKS</b>         |
| ___ Kitchen                           | ___ Dining Room              | ___ Main Pool             | Mary Van Dyke           |
| ___ Gymnasium                         | ___ Arts and Craft Room      | ___ Wading Pool           | __X Community Room      |
| ___ Amphitheater                      | ___ Game Room I              | ___ Locker Rooms          | ___ Gazebo              |
| ___ Dance Room                        | ___ Game Room II             |                           | Shively and New Temple  |
| ___ Parking Lot                       |                              |                           | ___ Field               |
|                                       |                              |                           | ___ Picnic Area         |
|                                       |                              |                           | ___ Field               |
|                                       |                              |                           | ___ Picnic Area         |
| Date of Event:                        | Starting 2/10-6/16           | Day(s): Mondays           | Estimated Attendance: 7 |
| Purpose of Event/Function:            | Board Meetings (17 meetings) |                           |                         |
| Reservation Time:                     | 7:00pm                       | to 8:30pm                 | Set up Time: to         |
| Kitchen Hours:                        | to                           | Clean up Time: to         |                         |
| Will the event be open to the public? | no                           |                           |                         |
| Will there be entertainment?          | no                           |                           |                         |
| Will food be served?                  | no                           |                           |                         |
| Will alcohol be served?               | no                           |                           |                         |
| Portable Stage needed?                | no                           |                           |                         |

Applicant shall indemnify, defend, and hold harmless the City of South El Monte, its officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time during and/or arising out of or in any way connected with Applicant's authorized activities under the terms of this application and/or use or occupancy of the Facility and adjoining property, unless solely caused by the gross negligence or willful misconduct of the City of South El Monte, its officers, employees, or agents. Applicant agrees to abide and enforce the Rules, Regulations and Policies governing the facility set forth by the City of South El Monte. Said organization/business will accept all responsibility for any damage to premises, furniture, equipment or grounds resulting from use of facility.

I am an authorized agent of the organization/business submitting this application. The information provided in this application is true and correct. I have read and understand this application and agree to all of the facility rules, regulations, and conditions of use.

Signature of Applicant: \_\_\_\_\_ Date: \_\_\_\_\_

----- OFFICE USE ONLY -----  
☐ APPROVED ☐ DENIED Recreation Services Designee \_\_\_\_\_ Date: \_\_\_\_\_





## City Council Agenda Report

### Agenda Item No. 11.b.

**DATE:** November 12, 2024

**TO:** Honorable Mayor and Members of the City Council

**APPROVED BY:** Rene Salas, City Manager

**SUBMITTED BY:** Dianna Gomez, Sr. Executive Assistant to City Council/Community Liaison

**SUBJECT:** LETTER FROM THE SOUTH EL MONTE EMPLOYEES ASSOCIATION (SEMEA) REQUESTING SPONSORSHIP FOR THE ANNUAL SOUTH EL MONTE EMPLOYEE HOLIDAY RECOGNITION DINNER

---

**SUMMARY:** The South El Monte Employees Association is requesting a \$5,000 sponsorship for the Annual South El Monte Employee Holiday Recognition Dinner, which includes complimentary tickets and acknowledgment of sponsorship signs placed on dinner tables.

**RECOMMENDED ACTION:** Staff recommends City Council discuss and consider sponsorship in the amount of \$5,000 for the Annual South El Monte Employee Holiday Recognition Dinner.

**FISCAL/FINANCIAL IMPACT:** The fiscal impact is \$5,000 to the General Fund which is budgeted under Human Resources' Employee Recognition (Acct. #01-100-1050-5940).

**DISCUSSION:** The South El Monte Employee Holiday Recognition Dinner is a traditional annual event in which the City's Human Resource Department recognizes City employees for their dedication and tenure to public service.

**ATTACHMENT(S):**

A. 2024 Employee Christmas Recognition Sponsorship



# Happy Holidays

November 12, 2024

Honorable Mayor and City Council  
1415 Santa Anita Avenue  
South El Monte, CA 91733

Dear Members of the City Council,

We want to express our sincere gratitude for your unwavering support of our annual holiday event, the South El Monte Employees Recognition Dinner. It is through your generosity that we are able to host this cherished occasion each year.

At this juncture, we kindly request your assistance and sponsorship in covering the expenses related to food, and recognition for our upcoming dinner, scheduled to take place December 2024. At this time, we would like to request \$5000.00 for the cost of meals, refreshments, and awards.

Your sponsorship will not only contribute to the success of the event but also serve as a testament to your support and festive spirit. In recognition of your generosity, we are pleased to provide complimentary tickets to attend the dinner (2) per council member. Moreover, your sponsorship will be prominently acknowledged at our dinner tables, further highlighting your commitment to our cause.

Once again, we extend warm holiday wishes to you and express our deepest appreciation for helping us create a truly special event for all the employees of the City of South El Monte. Should you have any inquiries or require further information.

Respectfully,

Gloria Olmos, Mayor, City of South El Monte, Dianna Gomez, Ariana De La Cruz, Wendy Cayco,

Nancy Rodriguez, Joe Martinez, Jose Figueroa (SEM Employees Association)

Please make check payable to:

The South El Monte Employees Association  
Christmas Employee Recognition  
1415 Santa Anita Avenue  
South El Monte, CA 91733



## City Council Agenda Report

### Agenda Item No. 11.c.

**DATE:** November 12, 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:** LETTER FROM EPIPHANY CATHOLIC CHURCH  
REQUESTING A FEE WAIVER FOR A TEMPORARY USE  
PERMIT AND CITY STAFF TIME FOR THEIR ANNUAL OUR  
LADY OF GUADALUPE PROCESSIONS

---

**SUMMARY:** Epiphany Church is requesting a fee waiver for a Temporary Use Permit (TUP) and for City staff time dedicated to public safety support during its annual "Our Lady of Guadalupe" processions, scheduled from Monday, December 2, 2024, through Wednesday, December 11, 2024.

**RECOMMENDED ACTION:** Staff recommends City Council to discuss and consider approving the fee waiver request submitted by Epiphany Catholic Church, totaling \$3,770.

**FISCAL/FINANCIAL IMPACT:** The fiscal impact of this action is a total waiver of \$3,770, which includes two components: \$1,250 for the Temporary Use Permit (TUP) fee and \$2,520 for City personnel labor costs dedicated to public safety support.

**DISCUSSION:** Epiphany Catholic Church will host an annual pilgrimage for parishioners in celebration of "Our Lady of Guadalupe." This year's nine-day event will take place from December 2, 2024, to December 11, 2024. The pilgrimage walk will begin each day at approximately 5:00 p.m. and conclude around 7:00 p.m., covering various streets for up to two hours. In support of these processions, Epiphany is requesting a fee waiver for the Temporary Use Permit and the public safety staff time required. The event will be supported by two to three officers for 1 to 2.5 hours each evening at a rate of \$45 per hour, resulting in a daily cost range of \$90 to \$337.50.

The work schedules of public safety and code enforcement officers will be adjusted to minimize overtime when feasible, in order to implement a traffic detail plan that provides a safe route and ensures participant safety. Epiphany Church has completed and submitted a Temporary Use Permit application in compliance with the City's Municipal Code, along with a certificate of liability insurance naming the City as additionally insured. The permit includes specific conditions the church must follow to remain in compliance.

Epiphany Church also worked with City staff to establish a secure route for the procession, ensuring the safety of participants, the public, and South El Monte residents.

Staff report prepared by Andrés González, Senior Public Works Analyst

**ATTACHMENT(S):**

- A. Letter from Epiphany Catholic Church
- B. Procession Route
- C. Epiphany Catholic Church\_Our Lady of Guadalupe Event Totals
- D. Certificate of Insurance



# *Epiphany Catholic Church*

*10911 E. Michael Hunt Dr.*

*South El Monte California 91733*

*Phone (626) 442-6262 Fax (626) 575-1738*



August 28, 2024

To Whom It May Concern,

Hello, I am Dr. Humberto Ramos, Parish Life Director of Epiphany Catholic Church in South El Monte, CA. I would like to request the City of South El Monte's support as we have had it from the previous years during the Our Lady of Guadalupe processions.

Starting on December 2nd, our parish sectors will lead in the procession to conclude in our church in anticipation of the Feast of Our Lady of Guadalupe, until December 11, 2024.

We are expecting 20 to 30 people participating each day, we estimate that each sector's walk will take 30 to 45 minutes, some of the groups are going to start their procession from the corner of Durfee and Michael Hunt which will take them 10 to 15 minutes.

Epiphany Church is requesting a waiver of all city costs if possible. Attached you will find a schedule of the various start points and procession routes and the insurance the City asked for last year will be sent later.

We thank you for your attention in this process. If we can assist you further, please do not hesitate to call us at the phone number mentioned above.

Sincerely,

Dr. Humberto Ramos, PhD

Parish Life Director





## OUR LADY OF GUADALUPE 2024 PROCESSION ROUTE—EPIPHANY CATHOLIC CHURCH

| DATE                           | SECTOR  | COORDINATOR INFORMATION                                              | TIME OF MEET | STARTING POINT                                                    | PRECESSION ROUTE                                                                        | MUSIC FOR PROCESSION | CAR FLOAT |
|--------------------------------|---------|----------------------------------------------------------------------|--------------|-------------------------------------------------------------------|-----------------------------------------------------------------------------------------|----------------------|-----------|
| <b>Monday<br/>12/2/2024</b>    | #1 & #4 | Araceli Angón<br>(626) 201-1863<br>(626) 444-5900                    | 5:45 pm      | Burger Zone Parking lot<br>1603 Durfee Ave, South<br>El Monte, CA | *Michael Hunt Dr.                                                                       | Yes                  | Yes       |
| <b>Tuesday<br/>12/3/2024</b>   | #2      | Rosa Ramirez<br>(626) 216-6859<br>Juanita Vasquez<br>(626) 444-1437  | 5:20 pm      | 1715 Burkett Rd.<br>South El Monte, CA                            | *Burkett Rd.<br>*Thienes Ave.<br>*Cogswell Rd.<br>*Michael Hunt Dr.                     | Yes                  | Yes       |
| <b>Wednesday<br/>12/4/2024</b> | #3      | Isabel Cervantez<br>626-500-5804<br>Rosario Acevez<br>(626) 539-6286 | 5:00 pm      | 2121 Parkway Dr.<br>El Monte, CA                                  | *Thienes Ave.<br>* Cogswell Rd.<br>*Michael Hunt Dr.                                    | Yes                  | Yes       |
| <b>Thursday<br/>12/5/2024</b>  | #5      | Juvenal Juarez<br>(626) 665-2866                                     | 5:00 pm      | 2907 Allgeyer Ave.<br>El Monte, CA                                | *Magnolia St.<br>*Mount View Rd.<br>*Rush St.<br>*Cogswell Rd.<br>*Michael Hunt Dr.     | Yes                  | Yes       |
| <b>Friday<br/>12/6/2024</b>    | #6      | Felipa & Refugio<br>Elizarraras<br>(626) 421-5177                    | 5:00 pm      | Floradale Ave<br>Corner of<br>Klingerman St.                      | *Klingerman St.<br>*Mountain View Rd.<br>*Rush St<br>*Cogswell Rd.<br>*Michael Hunt Dr. | Yes                  | Yes       |
| <b>Saturday<br/>12/7/2024</b>  | #7      | Eulogio & Emma<br>Cruz<br>(626) 347-3530                             | 5:15 pm      | 2445 Continental Ave.<br>South El Monte, CA                       | *Weaver Ave.<br>*Mountain View Rd.<br>*Rush St<br>* Cogswell Rd.<br>*Michael Hunt Dr.   | Yes                  | Yes       |

## OUR LADY OF GUADALUPE 2024 PROCESSION ROUTE—EPIPHANY CATHOLIC CHURCH

|                                 |          |                                                                    |         |                                                                   |                                                                                   |     |     |
|---------------------------------|----------|--------------------------------------------------------------------|---------|-------------------------------------------------------------------|-----------------------------------------------------------------------------------|-----|-----|
| <b>Sunday<br/>12/8/2024</b>     | #8       | Amalia Popoca<br>(626) 426-7633<br>Adrian Ruiz                     | 5:15 pm | 11106 Elliott n Ave.<br>South El Monte, CA                        | *Peck Rd.<br>*Mountain View Rd<br>*Rush St.<br>*Cogswell Rd.<br>*Michael Hunt Dr. | Yes | Yes |
| <b>Monday<br/>12/9/2024</b>     | #9 & #10 | Maria Piceno<br>(626) 444-7524<br>(626) 353-9457                   | 5:30 pm | Central Ave.<br>Corner of<br>Lidcombe Ave.                        | *Lidcombe Ave.<br>*Michael Hunt Dr.                                               | Yes | Yes |
| <b>Tuesday<br/>12/10/2024</b>   | #11      | Rosa Carrillo<br>(562) 241-5177<br>Maria Rodarte<br>(323) 423-6074 | 5:30 pm | Shell Gas Station<br>1130 Peck Rd,<br>South El Monte, CA<br>91733 | *Peck Rd<br>*Michael Hunt Dr.                                                     | Yes | Yes |
| <b>Wednesday<br/>12/11/2024</b> | #12      | Tavi Rosales<br>(626) 230-2473                                     | 5:30 pm | 2435 Central Ave.<br>South El Monte, CA                           | *Vaco St<br>*Michael Hunt                                                         | Yes | Yes |

## Public Safety Support Services

## Ephiphany Church

Event: Our Lady of Guadalupe Church Processions

| Permit Fees          | Actual            |
|----------------------|-------------------|
| Temporary Use Permit | \$1,250.00        |
| <b>Total</b>         | <b>\$1,250.00</b> |

| Staff Time      | Staff Count  | Hours     | Time          | Rate    | Total Cost |
|-----------------|--------------|-----------|---------------|---------|------------|
| Date 12/2/2024  | 2(Officers)  | 1.0 hours | 5:30PM-6:45PM | \$45/HR | \$90.00    |
| Date 12/3/2024  | 3 (Officers) | 2.5 hours | 5:00PM-7:30PM | \$45/HR | \$337.50   |
| Date 12/4/2024  | 3 (Officers) | 2.0 hours | 5:00PM-7:00PM | \$45/HR | \$270.00   |
| Date 12/5/2024  | 3 (Officers) | 2.0 hours | 5:00PM-7:00PM | \$45/HR | \$270.00   |
| Date 12/6/2024  | 3 (Officers) | 2.0 hours | 5:00PM-7:00PM | \$45/HR | \$270.00   |
| Date 12/7/2024  | 3 (Officers) | 2.0 hours | 5:00PM-7:00PM | \$45/HR | \$270.00   |
| Date 12/8/2024  | 3 (Officers) | 1.0 hours | 5:00PM-6:00PM | \$45/HR | \$135.00   |
| Date 12/9/2024  | 3 (Officers) | 2.5 hours | 5:00PM-7:30PM | \$45/HR | \$337.50   |
| Date 12/10/2024 | 3 (Officers) | 2.5 hours | 5:00PM-7:30PM | \$45/HR | \$337.50   |
| Date 12/11/2024 | 3 (Officers) | 1.5 hours | 5:00PM-7:30PM | \$45/HR | \$202.50   |

Total Staff Hours

19 Hours

Total Personnel Cost \$2,520.00

|                   |                   |
|-------------------|-------------------|
| <b>Total Fees</b> | <b>\$3,770.00</b> |
|-------------------|-------------------|



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/3/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| <b>PRODUCER</b><br>Arthur J. Gallagher Risk Management Services, LLC<br>595 Market Street<br>Suite 2100<br>San Francisco CA 94105<br><br>License#: 0D69293 | <b>CONTACT NAME:</b> Jenny Borino<br><b>PHONE (A/C, No, Ext):</b> 415-546-9300 <b>FAX (A/C, No):</b> 415-536-8499<br><b>E-MAIL ADDRESS:</b> jenny_borino@aig.com<br><table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A : Safety National Casualty Corporation</td> <td>15105</td> </tr> <tr> <td>INSURER B : Archdiocese of LA Ins Company</td> <td></td> </tr> <tr> <td>INSURER C : Princeton Excess &amp; Surplus Lines Ins Co</td> <td>10786</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table> | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A : Safety National Casualty Corporation | 15105 | INSURER B : Archdiocese of LA Ins Company |  | INSURER C : Princeton Excess & Surplus Lines Ins Co | 10786 | INSURER D : |  | INSURER E : |  | INSURER F : |  |
|------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|--------|--------------------------------------------------|-------|-------------------------------------------|--|-----------------------------------------------------|-------|-------------|--|-------------|--|-------------|--|
| INSURER(S) AFFORDING COVERAGE                                                                                                                              | NAIC #                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                               |        |                                                  |       |                                           |  |                                                     |       |             |  |             |  |             |  |
| INSURER A : Safety National Casualty Corporation                                                                                                           | 15105                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                               |        |                                                  |       |                                           |  |                                                     |       |             |  |             |  |             |  |
| INSURER B : Archdiocese of LA Ins Company                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                               |        |                                                  |       |                                           |  |                                                     |       |             |  |             |  |             |  |
| INSURER C : Princeton Excess & Surplus Lines Ins Co                                                                                                        | 10786                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                               |        |                                                  |       |                                           |  |                                                     |       |             |  |             |  |             |  |
| INSURER D :                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                               |        |                                                  |       |                                           |  |                                                     |       |             |  |             |  |             |  |
| INSURER E :                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                               |        |                                                  |       |                                           |  |                                                     |       |             |  |             |  |             |  |
| INSURER F :                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                               |        |                                                  |       |                                           |  |                                                     |       |             |  |             |  |             |  |
| <b>INSURED</b><br>Roman Catholic Archbishop of Los Angeles,<br>a Corporation Sole<br>3424 Wilshire Boulevard<br>Los Angeles CA 90010                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                               |        |                                                  |       |                                           |  |                                                     |       |             |  |             |  |             |  |

**COVERAGES**                      **CERTIFICATE NUMBER:** 1086377132                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE 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 POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                                                                                                                                                     | ADDL INSD                       | SUBR WVD | POLICY NUMBER                      | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                                                      |
|----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|----------|------------------------------------|-------------------------|-------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| B<br>C   | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><div style="margin-left: 20px;"> <input type="checkbox"/> CLAIMS-MADE    <input checked="" type="checkbox"/> OCCUR           </div> <div style="margin-left: 20px;">             GEN'L AGGREGATE LIMIT APPLIES PER:<br/> <input checked="" type="checkbox"/> POLICY    <input type="checkbox"/> PRO-JECT    <input type="checkbox"/> LOC<br/>             OTHER:           </div> |                                 |          | ALAIC-2024-0001<br>N2A3FF000001212 | 7/1/2024<br>7/1/2024    | 7/1/2025<br>7/1/2025    | EACH OCCURRENCE \$ 10,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ INCLUDED<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 10,000,000<br>GENERAL AGGREGATE \$ 10,000,000<br>PRODUCTS - COMP/OP AGG \$ INCLUDED<br>LIQUOR LIABILITY \$ INCLUDED |
| B<br>C   | <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><div style="margin-left: 20px;"> <input type="checkbox"/> OWNED AUTOS ONLY    <input type="checkbox"/> SCHEDULED AUTOS ONLY<br/> <input type="checkbox"/> HIRED AUTOS ONLY    <input type="checkbox"/> NON-OWNED AUTOS ONLY           </div>                                                                                                                           |                                 |          | ALAIC-2024-0001<br>N2A3FF000001212 | 7/1/2024<br>7/1/2024    | 7/1/2025<br>7/1/2025    | COMBINED SINGLE LIMIT (Ea accident) \$ 10,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$ INCLUDED<br>\$                                                                                                   |
|          | <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br><input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$                                                                                                                                                                                                                              |                                 |          |                                    |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$<br>\$                                                                                                                                                                                                                                    |
| A        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                                                                                                                                                         | Y/N<br><input type="checkbox"/> | N/A      | SP4067724                          | 1/1/2024                | 1/1/2025                | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 2,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 2,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 2,000,000                                                                   |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Workers' Compensation limit is inclusive of \$1M retention. Auto Physical Damage deductible \$300.

RE: Church of the Epiphany 10911 Michael Hunt Dr. South El Monte, CA 91733 as respects the parish is divided into sectors. Beginning Dec 3rd, the processions are led from one of the sectors to the parish church. The processions which a led by float (pick up) and followed people singing and praying usually last about 30 minutes from beginning to end. The city provides officers to provide soft closures on the way. held on Dec 3- 11, 2024

**CERTIFICATE HOLDER****CANCELLATION**

|                                                                                                                      |                                                                                                                                                                                                     |
|----------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| City of South El Monte, its officers, employees and officials<br>14154 Santa Anita Avenue South<br>El Monte CA 91733 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br> |
|----------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

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## City Council Agenda Report

### Agenda Item No. 12.a.

**DATE:** November 12, 2024

**TO:** Honorable Mayor and Members of the City Council

**APPROVED BY:** Rene Salas, City Manager

**SUBMITTED BY:** Dianna Gomez, Sr. Executive Assistant to City Council/Community Liaison

**SUBJECT:** COUNCILMEMBER RUDY BOJORQUEZ

1. Consideration and Approval to add two (2) additional golf carts to invite the Valle Lindo and Mountain View School Boards on our Annual Christmas ride along with Santa.

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**SUMMARY:**

**RECOMMENDED ACTION:**

**FISCAL/FINANCIAL IMPACT:**

**DISCUSSION:**

**ATTACHMENT(S):**

None