

CITY OF SOUTH EL MONTE

**REGULAR MEETINGS OF THE SOUTH EL MONTE CITY COUNCIL AND THE
SUCCESSOR AGENCY TO THE SOUTH EL MONTE IMPROVEMENT DISTRICT
AGENDA**

**PURSUANT TO GOVERNMENT CODE SECTION 54953, SUBDIVISION (B) AND
GOVERNOR NEWSOM'S EXECUTIVE ORDER N-25-20, DATED MARCH 12, 2020,
AND EXECUTIVE ORDER N-29-20, DATED MARCH 18, 2020,
TELECONFERENCE PARTICIPATION WILL BE UTILIZED BY ALL CITY
COUNCILMEMBERS AND THE CITY ATTORNEY'S OFFICE.
TELEPHONIC BE AVAILABLE TO THE PUBLIC AT THE FOLLOWING NUMBER:
TELECONFERENCE JOIN MICROSOFT TEAMS MEETING
1-916-245-8982, CONFERENCE ID: 543 381 712#**

MARCH 24, 2020, 6:00 PM

**COUNCIL CHAMBERS
1415 N. SANTA ANITA AVENUE
SOUTH EL MONTE, CA 91733**



**GLORIA OLMOS, MAYOR/CHAIRPERSON
GRACIE RETAMOZA, MAYOR PRO TEM/VICE CHAIRPERSON
MANUEL ACOSTA, COUNCILMEMBER/COMMISSIONER
RICHARD ANGEL, COUNCILMEMBER/COMMISSIONER
HECTOR DELGADO, COUNCILMEMBER/COMMISSIONER**

**ANTHONY R. TAYLOR, CITY ATTORNEY/GENERAL COUNSEL
RACHEL BARBOSA, CITY MANAGER/EXECUTIVE DIRECTOR
ROSE JUAREZ, CITY CLERK/SECRETARY**

1. **ROLL CALL** Councilmembers: Acosta, Angel, Delgado, Retamoza, (Mayor) Olmos
2. **PLEDGE OF ALLEGIANCE** Mayor Gloria Olmos
3. **INVOCATION** Pastor Charlie Corum, South El Monte Community Outreach
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 that is within the subject matter jurisdiction of the City Council, including items on the agenda. Each speaker may speak for up to five minutes. With respect to non-public hearing agenda items, speakers shall provide their comments at this time. With respect to public hearing agenda items, speakers are encouraged to speak during the public hearing if they want their comments to be included in the record of the public hearing. Unless a majority of the Council objects, the Mayor may provide to speakers more or less time to speak. Any documents for review should be presented to the City Clerk for distribution.

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. **WARRANTS**

Authorizing payment of City expenditures for the period of March 11, 2020 through March 24, 2020 totaling \$365,561.43.

RECOMMENDED ACTION: Staff recommends that the City Council adopt Resolution No. 20-25, authorizing payment of City expenditures.

[Resolution No. 20-25](#)

7.b. CITY MANAGER'S WEEKLY INFORMATIONAL ITEMS

Report on staff activities beginning the week of March 2, 2020 and ending the week of March 12, 2020.

RECOMMENDED ACTION: Staff recommends that the City Council receive and file the reports.

[Weekly Informational Items](#)

7.c. SECOND READING AND ADOPTION OF ORDINANCE NO. 1242, AMENDING SOUTH EL MONTE MUNICIPAL CODE (SEMMC), CHAPTER 17.28 "ACCESSORY DWELLING UNITS" TO CONFORM WITH STATE LAW

Consideration of Ordinance No. 1242 whereby the Planning Commission recommends the City Council consider a Zone Text Amendment (No. 20-01), to Chapter 17.38 "Accessory Dwelling Units", to comply with new requirements set forth by the State of California.

RECOMMENDED ACTION: Staff recommends that the City Council conduct the second reading and adopt Ordinance No. 1242, Zone Text Amendment (No. 20-01) to make certain adjustments to the SEMMC Chapter 17.38 "Accessory Dwelling Units" to bring the SEMMC into conformity with the newly amended State law.

[Ordinance No. 1242](#)

7.d. ADOPT RESOLUTION NO. 20-26, APPROVING AMENDMENT NO. 2 TO THE AGREEMENT BETWEEN THE CITY AND ST. FRANCIS ELECTRIC, LLC FOR TRAFFIC SIGNAL MAINTENANCE SERVICES, EXTENDING THE AGREEMENT FOR THREE ADDITIONAL YEARS AND INCREASING COMPENSATION BY \$135,000 FOR A NEW NOT-TO-EXCEED AMOUNT OF \$241,000

On September 14, 2017, the City issued a Request for Proposals (RFP) for Traffic Signal Maintenance Services. On March 13, 2018, the City Council awarded a contract to St. Francis Electric, LLC ("Agreement") for a term of two (2) years, for an annual not-to-exceed amount of \$45,000,

with an option to renew for three (3) additional years. On March 26, 2019, the City Council approved Amendment No. 1 approving an increase in compensation terms for the first year by \$18,000 as a faulty and irreparable traffic signal electric cabinet required replacement. Staff now seeks to amend the Agreement a second time, in order to extend the Term of the Agreement by three years and increase the not-to-exceed amount accordingly.

RECOMMENDED ACTION: Staff recommends that the City Council adopt Resolution No. 20-26 approving Amendment No. 2 to the Agreement between the City and St. Francis Electric, LLC for traffic signal maintenance services, extending the Agreement for three additional years and increasing compensation terms by \$135,000 for a new not-to-exceed amount of \$241,000.

[Attachment A - Resolution No. 20-26](#)

[Attachment B - Amendment No. 2](#)

7.e. ADOPT RESOLUTION NO. 20-27, AWARDING THE CONSTRUCTION CONTRACT FOR THE SENIOR CENTER WOMEN & MEN'S RESTROOM RENOVATION PROJECT

On January 29, 2020 the Engineering Department solicited bids for the Senior Center Women & Men's Restroom Renovation Project ("Project"). The work includes men's and women's restroom rehabilitation at Senior Center facility located at 1556 Central Avenue. The lowest responsive bid was submitted by Urban Professional Builders, Inc. in the amount of \$76,800.

RECOMMENDED ACTION: Staff recommends that the City Council adopt Resolution No. 20-27, awarding the Senior Center Women & Men's Restroom Renovation Project contract to Urban Professional Builders, Inc. in the amount of \$76,800, approving a 10% contingency amount of \$7,680.

[Attachment A - Resolution No. 20-27](#)

[Attachment B - Bid Submitted by Urban Professional Builders](#)

[Attachment C - Bid Analysis](#)

[Attachment D - Construction Contract](#)

7.f. CONSIDERATION OF RESOLUTION NO. 20-28, APPROVING CIVIC CENTER AND INTERJURISDICTIONAL BICYCLE LANES RESTARTED FUNDING AGREEMENT FOR CALL FOR PROJECTS #F5516

The Civic Center and Interjurisdictional Bicycle Lanes Restarted Funding

Agreement will combine two Los Angeles County Metropolitan Transportation Authority (LACMTA) awarded funds; the first being in April 2016, when LACMTA awarded \$484,905 to our Civic Center and Interjurisdictional Bikeways project plus a City match of Measure R funds of \$128,999 and the second being in May 2019, when LACMTA awarded Measure M Multi-Year Sub-regional funds to our Santa Anita Avenue Walkability Project totaling \$5,671,500. The total available funding for design and construction is \$6,285,404.

RECOMMENDED ACTION: Staff recommends that City Council adopt Resolution No. 20-28, approving Civic Center and Interjurisdictional Bicycle Lanes Restarted Funding Agreement for Call for Projects #F5516.

[Attachment A - Resolution No. 20-28](#)

[Attachment B - Agreement](#)

7.g. **ADOPT RESOLUTION NO. 20-29, APPROVING AGREEMENT WITH CALIFORNIA NATURAL RESOURCES AGENCY FOR ACCEPTING GRANTS FUNDING FOR UPGRADES AT NEW TEMPLE PARK, SHIVELY PARK, MARY VAN DYKE PARK, AND CIVIC CENTER TOTALING \$2,048,200**

The City was awarded a State Grant sponsored by Majority Leader Ian Calderon's office under Assembly Bill 74 for \$2,090,000 to be spent on Park and Civic Center improvements. The California Natural Resources Agency (CNRA) will be overseeing the funds at a 2% cost of the total grant amount at \$41,800. The true available grant funds to the City will be \$2,048,200. Staff recommends that the City approve the agreement with CNRA to accept the grant funds.

RECOMMENDED ACTION: Staff recommends that City Council adopt Resolution No. 20-29, approving an agreement with CNRA accepting grant funding in the amount of \$2,048,200 for upgrades at New Temple Park, Shively Park, Mary Van Dyke Park, and Civic Center.

[Attachment A - Resolution No. 20-29](#)

[Attachment B - CNRA Agreement](#)

7.h. **CONSIDERATION OF RESOLUTION NO. 20-30, APPROVING A MEMORANDUM OF AGREEMENT (MOA) WITH SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS (SGVCOG) FOR AN AMOUNT NOT TO EXCEED \$14,855.00 FOR THE IMPLEMENTATION OF THE SAN GABRIEL VALLEY REGIONAL VEHICLES MILES TRAVELED (VMT) ANALYSIS MODEL**

The passage of SB 743 (Steinberg, 2013) changed how transportation impacts are measured under the California Environmental Quality Act (CEQA) in the review of land use and transportation plans and projects. The Governor's Office of Planning and Research (OPR) subsequently selected Vehicle Miles Traveled (VMT) as the preferred metric to comply with SB 743. The San Gabriel Valley Council of Governments (SGVCOG) is leading a regional effort to assist local agencies with complying with these new requirements.

RECOMMENDED ACTION: Staff recommends that the City Council adopt Resolution No. 20-30, approving a Memorandum of Agreement (MOA) with the SGVCOG for an amount not to exceed \$14,855.00 for the implementation of the San Gabriel Valley Regional VMT Analysis Model to be paid from the City's Measure M funds.

[Attachment A - Resolution No. 20-30](#)

[Attachment B - MOA](#)

7.i. **ADOPT RESOLUTION NO. 20-31, ADOPTION OF COMPLETE STREETS POLICY TO MAINTAIN ELIGIBILITY FOR STATE AND METRO GRANTS**

Staff prepared City's Complete Streets Policy to maintain eligibility for grant application with Metro. Staff is requesting that the City Council adopt Resolution No. 20-31 adopting City's Complete Streets Policy (Exhibit A).

RECOMMENDED ACTION: Staff recommends that the City Council adopt Resolution No. 20-31, adopting the City's Complete Streets Policy.

[Attachment A - Resolution No. 20-31](#)

[Attachment B - Exhibit A Complete Streets Policy](#)

7.j. **ADOPT RESOLUTION NO. 20-15, APPROVAL OF THE EMPLOYMENT AGREEMENT FOR CITY MANAGER**

Approve the attached resolution and employment agreement for Rachel Barbosa as City Manager.

RECOMMENDED ACTION: Staff recommends the City Council adopt Resolution No. 20-15, authorizing the Mayor to execute an employment agreement with Ms. Barbosa.

[Attachment A - Resolution No. 20-15](#)

[Attachment B - City Manager Agreement](#)

7.k. **CONSIDERATION OF RESOLUTION APPROVING A REIMBURSEMENT AGREEMENT WITH BAR BROWN RUSH ST. INVESTORS, LLC. FOR THE DEVELOPMENT OF THE PROPERTY AT 11077 RUSH STREET**

Bar Brown Rush St. Investors, LLC. ("Developer") owns the property located at 11077 Rush Street ("Property") within the City and wishes to develop the Property into a multi-tenant structure. As part of this development, the City will incur certain costs, and the Developer has agreed to enter into a reimbursement agreement ("Reimbursement Agreement") with the City to account for these costs. Staff is requesting that the City Council adopt Resolution No. 20-32 approving the Reimbursement Agreement for development of the Property.

RECOMMENDED ACTION: The City Attorney recommends that the City Council adopt Resolution 20-32 approving the Reimbursement Agreement with Developer, to reimburse the City for City Attorney costs associated with the development of the Property. Further, the City Attorney recommends that the City Council direct the Planning Commission to review the development of the Project as one Conditional Use Permit.

[Attachment A - Resolution No. 20-32](#)

[Attachment B - Reimbursement Agreement](#)

8. **PUBLIC HEARINGS**

8.a. **FIRST READING OF ORDINANCE NO. 1243, AMENDING SOUTH EL MONTE MUNICIPAL CODE (SEMMC) CHAPTER 17.22 "OVERLAY ZONE DISTRICTS" TO ESTABLISH THE SANTA ANITA CORRIDOR OVERLAY ZONE TO SET A MINIMUM OF 50 PERCENT OF THE TOTAL FLOOR AREA PROPOSED FOR ALL NEW MIXED-USE PROJECTS WILL BE DEVOTED TO RESIDENTIAL USES**

Consideration of Ordinance No. 1243 whereby the Planning Commission recommends the City Council consider a Zone Text Amendment (No. 19-27), to Chapter 17.22 "Overlay Zone Districts", to set minimum residential development standards.

RECOMMENDED ACTION: Staff recommends that the City Council conduct the first reading of Ordinance No. 1243, Zone Text Amendment (No. 19-27) to make certain adjustments to the SEMMC Chapter 17.22 "Overlay Zone Districts" to set minimum residential development standards.

[Attachment A - Ordinance No. 1243](#)

[Attachment B - Proposed Overlay](#)

9. GENERAL BUSINESS None.

10. COMMITTEE REPORTS, INCLUDING AB 1234 REPORTS:

AB 1234 requires that councilmembers must briefly report, orally or in writing, on meetings attended at City expense (for example, Contract City and League of California Cities Conferences, ICSC conferences, etc.) at the City Council meeting following the meeting.

11. CORRESPONDENCE None.

12. COUNCILMEMBERS' AGENDA None.

13. CLOSED SESSION None.

14. RECESS COUNCIL MEETING

15. ANNOUNCEMENT OF CITY CLERK (PRIOR TO CONVENING THE SUCCESSOR AGENCY MEETING)

Pursuant to Government Code Section 54952.3, the City Clerk will announce that Board Members do not receive any compensation or stipend for attending the Successor Agency meeting.

16. SUCCESSOR AGENCY MEETING - CALL TO ORDER AND ROLL CALL

Board Members: Acosta, Angel, Delgado, Retamoza, (Chairperson) Olmos

17. APPROVAL OF AGENDA

This is the time for the Board to remove any items from the consent calendar for individual consideration, table, continue, add items, or to make a motion to rearrange the order of this agenda.

18. PUBLIC COMMENT

Persons wishing to address the Board on any item on the agenda, or any other matter, are invited to do so at this time. Pursuant to the Brown Act, the Board cannot discuss or take action on items not on the agenda. Matters brought before the Board that are not on the agenda may, at the Board's discretion, be referred to staff or placed on the next agenda.

19. 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 Board during "Approval of the Agenda" for individual consideration. Any items removed shall be individually considered immediately after taking action on the Consent Calendar.

19.a. MINUTES

Staff seeks Board approval of the Minutes of the February 25, 2020 Regular meeting.

RECOMMENDED ACTION: Staff recommends that the Agency Board approve the above referenced minutes.

Minutes

20. EXECUTIVE DIRECTOR'S AGENDA None.

21. ADJOURNMENT OF SUCCESSOR AGENCY MEETING

22. RECONVENE AND ADJOURN COUNCIL MEETING



City Council Agenda Report

**Agenda
Item No.
7.a.**

DATE: March 24, 2020

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

SUBMITTED BY: Jacqueline Castro, Accounting Technician

SUBJECT: WARRANTS

SUMMARY: Authorizing payment of City expenditures for the period of March 11, 2020 through March 24, 2020 totaling \$365,561.43.

RECOMMENDATION: Staff recommends that the City Council adopt Resolution No. 20-25, authorizing payment of City expenditures.

ATTACHMENTS:
[Resolution No. 20-25](#)

RESOLUTION NO. 20-25

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL ALLOWING CERTAIN CLAIMS AND DEMANDS FOR THE PERIOD OF MARCH 11, 2020 THROUGH MARCH 24, 2020 TOTALING \$365,561.43.

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.



City Manager

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

	<u>CLAIMANT</u>	<u>CLAIM PERIOD</u>	<u>WARRANT #'S</u>	<u>AMOUNT</u>
FY 19/20	Electronic Warrants	03/11/20-03/24/20	3949-3955	72,002.68
FY 19/20	Hand Typed Warrants	03/11/20-03/24/20	135563-135569	20,715.00
FY 19/20	Regular Warrants	03/11/20-03/24/20	135570-135630	154,350.81
Payroll	Checks	PPE 02/23/20-03/07/20	27094-27103	8,621.37
Payroll	Direct Deposit	PPE 02/23/20-03/07/20	756234-756338	109,871.57
	Total Warrants			\$365,561.43

TOTAL EXPENDITURES RESOLUTION NO. 20-25 \$365,561.43

PASSED, APPROVED, AND ADOPTED this 24th day of March 2020.

Gloria Olmos, Mayor

ATTEST:

Rose Juarez, 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. 20-25, 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 24th day of March 2020, and that said Resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Rose Juarez, City Clerk

City of South El Monte
Warrant Register
Council Meeting of 3/24/2020

Date: 3/17/2020

Time: 08:34AM

FY	Budget Unit	Vendor Name	Check Number	Check Date	Description	Amount
20	05	CALPERS RETIREMENT	3949	3/3/2020	RATE PLAN 23047 CLASS	1,237.10
20	05		3949	3/3/2020	RATE PLAN 27216 PEPRA	7,110.01
20	05		3949	3/3/2020	RATE PLAN 685 CLASSIC	10,220.24
20	011301310		3950	3/3/2020	LATE FEE RETIREE	800.00
						\$19,367.35
20	05	DEPARTMENT OF THE TREASURY	3953	3/16/2020	MED PPE 3/7/20	4,620.76
20	05		3953	3/16/2020	FEDERAL PPE 3/7/20	13,380.12
20	05		3953	3/16/2020	FICA PPE 3/7/20	19,757.82
						\$37,758.70
20	05	EMPLOYMENT DEVELOPMENT DEPT.	3954	3/16/2020	TNG 3/7/20	48.86
20	05		3954	3/16/2020	UI PPE 3/7/20	1,318.09
20	05		3954	3/16/2020	STATE W/H PPE 3/7/20	4,552.30
						\$5,919.25
20	05	HARTFORD INSURANCE	3951	3/3/2020	2/1-29/20 LONG TERM	5,865.96
						\$5,865.96
20	011501540	SAM'S CLUB DIRECT	3952	3/11/2020	AFTERSCHOOL PRG SUPPL	141.73
20	011501540		3952	3/11/2020	AFTERSCHOOL PRG SUPPL	148.74
20	011601630		3952	3/11/2020	SUPPLY LUNCHEON 2/14	160.26
20	011501540		3952	3/11/2020	AFTERSCHOOL PRG SUPPL	206.23
20	011501540		3952	3/11/2020	AFTERSCHOOL SUPPLY	229.26
20	011701710		3952	3/11/2020	COUNCIL RESTOCK	327.43
20	063003010		3952	3/11/2020	SUPPLY FOR NUTI PRGM	478.12
						\$1,691.77
20	05	STATE DISBURSEMENT UNIT	3955	3/16/2020	CASE 0980438	150.00
20	05		3955	3/16/2020	CASE 1457313	603.50
20	05		3955	3/16/2020	CASE 20000002135289	646.15
						\$1,399.65

Report Total 72,002.68


 City Manager

City of South El Monte
Warrant Register
Council Meeting of 3/24/2020

Date: 3/17/2020

Time: 08:35AM

FY	Budget Unit	Vendor Name	Check Number	Check Date	Description	Amount
20	011511543	ACTION DESIGNZ	135570	3/24/2020	CENSUS TSHIRTS	1,207.24
						\$1,207.24
20	011301330	ADVANCED MICROCOMPUTING CONCE	135571	3/24/2020	MAR 20 OFFICE 365	2,058.00
20	011301330		135571	3/24/2020	MAR 20 REMOTE SRVC	9,450.00
20	011301330		135571	3/24/2020	MAR 20 CLOUD SRVC	750.00
						\$12,258.00
20	011001030	ALESHIRE & WYNDER, LLP	135573	3/24/2020	PROF' SRVC 1/31 LITIG	143.10
20	011001030		135573	3/24/2020	PROF SRVC 1/31 ADDL	369.50
20	011001030		135573	3/24/2020	PROF SRVC 1/31 ADDL	2,985.00
20	011001030		135573	3/24/2020	PROF SRVC 1/31 ADDL	18,711.00
20	011001030		135573	3/24/2020	PROF SRVC 1/31 ADDL	21,987.87
						\$44,196.47
20	011407020	AMAZON CAPITAL SERVICES, INC	135574	3/24/2020	TONER FOR CODE	15.02
20	011401100		135574	3/24/2020	TONER FOR PUBLIC SAFE	15.03
20	011401430		135574	3/24/2020	HAND SOAP REFILL	24.75
20	448008010		135574	3/24/2020	ARM SLEEVE/COMP GLOVE	78.01
20	011501530		135574	3/24/2020	CRAFT/DECO ST.PATRICK	110.37
20	011501530		135574	3/24/2020	CPR GLOVES,CHALK,SUPP	189.44
20	063003010		135574	3/24/2020	SUPPLY FOR NUTRI PRGM	239.67
						\$672.29
20	011511541	ANDREW WING	135628	3/24/2020	2/26/20 BBALL REF	54.00
20	011511541		135628	3/24/2020	2/29/20 BBALL REF	108.00
						\$162.00
20	011301330	AT&T	135575	3/24/2020	2/2-3/1/20 BAN	19.91
20	011301330		135575	3/24/2020	1/22-2/21/20 BAN	19.91
20	011301330		135575	3/24/2020	2/6-3/5/20 BAN	21.04
20	011301330		135575	3/24/2020	1/28-2/27/20 BAN	21.04
						\$81.90
20	011701710	AT&T MOBILITY	135563	3/4/2020	1/19-2/18/20 SEM NEWS	48.17
20	011101110		135563	3/4/2020	1/19-2/18/20 SHERIFF	55.91
20	011301310		135563	3/4/2020	1/19-2/18/20 FINANCE	88.10
20	011701740		135563	3/4/2020	1/19-2/18/20 PUB WORK	90.53
20	011001020		135563	3/4/2020	1/19-2/18/20 CITY MAN	135.59
20	011201210		135563	3/4/2020	1/19-2/18/20 CITY CLE	154.40
20	011401430		135563	3/4/2020	1/19-2/18/20 CODE ENF	205.16
20	011001010		135563	3/4/2020	1/19-2/18/20 COUNCIL	782.57
						\$1,560.43
20	011001040	BROTHERS AWARDS & TROPHIES	135578	3/24/2020	PLAQUE BEN LIRA	55.00
20	011001040		135578	3/24/2020	PLAQUE JOJO DIAZ	55.00
						\$110.00
20	011511541	BSN SPORTS	135579	3/24/2020	TBALL EQUIPMENT	657.66
						\$657.66
20	011601620	BUTLER CHEMICALS, INC.	135580	3/24/2020	CLEAN'G SUPPLY KITCHE	182.04

City of South El Monte
Warrant Register
Council Meeting of 3/24/2020

Date: 3/17/2020

Time: 08:35AM

FY	Budget Unit	Vendor Name	Check Number	Check Date	Description	Amount
						\$182.04
20	011701020	CALIFORNIA COMMUNICATIONS	135581	3/24/2020	2/1-3/1/20 WIRELESS	680.00
						\$680.00
20	011501510	CALIFORNIA DESIGNS	135582	3/24/2020	COMMISSIONER POLOS	110.00
20	011501510		135582	3/24/2020	COMMISSIONER POLOS	190.40
						\$300.40
20	05	CALIFORNIA TEAMSTERS LOCAL 911	135567	3/16/2020	MARCH 20 ADMIN	230.00
20	05		135567	3/16/2020	MARCH 20 MISC	1,216.00
						\$1,446.00
20	389009000	CALPROMAX ENGINEERING, INC.	135564	3/4/2020	RUSH/PECK PJT#293 HSIP535	513.00
20	409009000		135564	3/4/2020	RUSH/PECK PJT#293 HSIP535	4,617.00
						\$5,130.00
20	011501510	CESIAH ROMO	135620	3/24/2020	COMM SVC MAR 20 MTG	100.00
						\$100.00
20	011301310	CHRISTINA NAVARRO	135611	3/24/2020	3/11/20 MILEAGE REIMB	16.39
						\$16.39
20	011511542	COAST FITNESS	135583	3/24/2020	SRVC EQP BOX'G TREADM	175.00
						\$175.00
20	011001050	CONCENTRA	135584	3/24/2020	2/24/20 M.ACOSTA	70.50
20	011001050		135584	3/24/2020	PHY LVL J. TEJEDA	206.00
						\$276.50
20	011511542	CONCEPTS ENTERTAINMENTS AND RE	135585	3/24/2020	BOX'G TSHIRTS 2/29/20	2,425.50
						\$2,425.50
20	05	CONSERVE, AGENT FOR NYSHESC	135568	3/16/2020	PPE 3/7/20 W/H	209.00
						\$209.00
20	011401440	COSTAR REALTY INFORMATION, INC	135586	3/24/2020	3/1-5/31/20 DATA ACCE	888.75
						\$888.75
20	011001050	DEPT. OF JUSTICE-ACCOUNTING OFFIC	135587	3/24/2020	FINGERPRINT APPS (8)	256.00
20	011001050		135587	3/24/2020	12 FINGERPRINT APP	384.00
						\$640.00
20	011001040	DIANNA GOMEZ	135597	3/24/2020	PHOTOS FOR 2/29/20	16.29
20	011001040		135597	3/24/2020	PHOTOS FOR 2/29/20	21.93
20	011001040		135597	3/24/2020	CENSUS TENT SNACKS	77.62
						\$115.84
20	063003020	DRIFTWOOD DAIRY, INC	135589	3/24/2020	MILK FOR NUTRI PRGM	6.21
20	063003020		135589	3/24/2020	MILK FOR NUTRI PRGM	12.04
20	063003020		135589	3/24/2020	MILK&BREAD NUTRI PRGM	13.64
20	063003020		135589	3/24/2020	MILK FOR NUTRI PRGM	14.07
20	063003020		135589	3/24/2020	MILK&BREAD NUTRI PRGM	17.91
20	063003010		135589	3/24/2020	MILK FOR NUTRI PRGM	55.92
20	063003010		135589	3/24/2020	MILK FOR NUTRI PRGM	108.43

City of South El Monte
Warrant Register
Council Meeting of 3/24/2020

Date: 3/17/2020

Time: 08:35AM

FY	Budget Unit	Vendor Name	Check Number	Check Date	Description	Amount
20	063003010	DRIFTWOOD DAIRY, INC...	135589	3/24/2020	MILK&BREAD NUTRI PRGM	122.76
20	063003010		135589	3/24/2020	MILK FOR NUTRI PRGM	126.64
20	063003010		135589	3/24/2020	MILK&BREAD NUTRI PRGM	161.20
						\$638.82
20	011601620	ECOLAB PEST ELIM. DIVISION	135590	3/24/2020	NOV 19 PEST SVCS SCTR	245.60
20	011601620		135590	3/24/2020	JAN 20 PEST SVCS SCTR	254.20
						\$499.80
20	011407020	EL MONTE PRINTING	135591	3/24/2020	BUSINESS CARDS ALVARE	44.00
20	011401430		135591	3/24/2020	BUSINESS CARDS MCALEE	44.00
						\$88.00
20	011511543	EMILIANO M. MIRANDA	135609	3/24/2020	DJ SRVC CENSUS KICKOF	200.00
						\$200.00
20	011701750	EWING IRRIGATION	135592	3/24/2020	IRRIGATION SUPP-STOCK	23.09
20	011601650		135592	3/24/2020	TURF FOR FIELDS NTP	33.09
20	011601650		135592	3/24/2020	RAPID DRY FIELDS NTP	88.86
20	011701750		135592	3/24/2020	IRRIG SUPPLY-STOCK	108.05
20	011601650		135592	3/24/2020	SOD FOR FIELDS NTP	140.18
20	011601650		135592	3/24/2020	TURF SUPP 4 FIELD NTP	2,694.42
						\$3,087.69
20	011701020	GALLS LLC	135595	3/24/2020	UNI SHIRT FOR GUTIERR	23.74
20	011701020		135595	3/24/2020	UNI FOR SHIRT GUTIERR	32.85
20	011701020		135595	3/24/2020	UNI SHIRT FOR GUTIERR	80.23
20	011701020		135595	3/24/2020	UNI SHIRTS J. CHAVEZ	136.80
20	011701020		135595	3/24/2020	UNI PANTS REYES	147.08
20	011701020		135595	3/24/2020	UNI PANTS FOR GUTIERR	147.39
20	011701020		135595	3/24/2020	UNI SHIRT FOR T.REYES	154.71
						\$722.80
20	011501510	GERARDO DIAZ	135588	3/24/2020	COMM SVC MAR 20 MTG	100.00
						\$100.00
20	011701740	GOT PROPANE INC	135598	3/24/2020	PROPANE FOR FORKLIFT	36.73
						\$36.73
20	011601650	GRANT'S TRUE VALUE HARDWARE	135599	3/24/2020	SUPPLY FIX RROOM @NTP	3.96
20	011601660		135599	3/24/2020	KEYS 4 RESTOOM SHIVEL	4.38
20	011601660		135599	3/24/2020	KEYS 4 RESTROOM SHIVE	8.76
20	011601620		135599	3/24/2020	RPR H20 HEATER SCTR	35.17
						\$52.27
20	011501510	HELIODORO DUARTE, JR	135601	3/24/2020	COMM SVC MAR 20 MTG	100.00
						\$100.00
20	063003020	HUNTINGTON CULINARY	135602	3/24/2020	NUTRI PRGM 2/17-21/20	424.80
20	063003020		135602	3/24/2020	NUTRI PRGM 2/10-14/20	442.50
20	063003020		135602	3/24/2020	3/2-6/20 NUTRI PRGM	472.00
20	063003020		135602	3/24/2020	2/24-28/20 NUTRI PRGM	531.00
20	063003010		135602	3/24/2020	NUTRI PRGM 2/17-21/20	3,096.80

City of South El Monte
Warrant Register
Council Meeting of 3/24/2020

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FY	Budget Unit	Vendor Name	Check Number	Check Date	Description	Amount
20	063003010	HUNTINGTON CULINARY...	135602	3/24/2020	2/24-28/20 NUTRI PRGM	3,724.00
20	063003010		135602	3/24/2020	3/2-6/20 NUTRI PRGM	3,785.60
20	063003010		135602	3/24/2020	NUTRI PRGM 2/10-14/20	4,429.60
						\$16,906.30
20	011501510	INGRID AGUILAR	135572	3/24/2020	COMM SVC MAR 20 MTG	100.00
						\$100.00
20	011001050	IVAN FAJARDO	135593	3/24/2020	LIVE SCAN REIMBURSMEN	20.00
						\$20.00
20	011401410	JEFFREY MICHAEL ORTIZ	135613	3/24/2020	MAR 20 PLAN COM MTG	150.00
						\$150.00
20	011001050	JOSE TEJEDA	135624	3/24/2020	LIVE SCAN REIMBURSE	23.00
						\$23.00
20	011501510	JOSEPHINE BLANCO	135576	3/24/2020	COMM SVC MAR 20 MTG	100.00
						\$100.00
20	011501510	JOSHUA JASSO-ORTEGA	135603	3/24/2020	COMM SVC MAR 20 MTG	100.00
						\$100.00
20	011701475	L.A. COUNTY DEPT OF PUBLIC WORKS	135604	3/24/2020	PROJ#F218CIMP02	2,312.00
						\$2,312.00
20	448008010	L.A. COUNTY MTA AUTHORITY	135605	3/24/2020	EZ PASS FEB 20	294.00
						\$294.00
20	011511543	LAB1419	135606	3/24/2020	TSHIRTS FOR COMM RIDE	536.80
						\$536.80
20	011401410	LARRY RODRIGUEZ	135619	3/24/2020	MAR 20 PLAN COM MTG	150.00
						\$150.00
20	011401410	LEONEL A. BARRERA JR	135607	3/24/2020	MAR 20 PLAN COM MTG	150.00
						\$150.00
20	01	MERIDIAN CONSULTANTS, LLC	135608	3/24/2020	CHICO PROJ 19-21 TSK1	8,405.35
20	01		135608	3/24/2020	TASK 1, 2&3 CHICO PJT	26,376.25
						\$34,781.60
20	011511541	MICHAEL WALKER	135625	3/24/2020	2/26/20 BBALL REF	54.00
20	011511541		135625	3/24/2020	2/29/20 BBALL REF	108.00
						\$162.00
20	011301310	MV CHENG & ASSOCIATES INC.	135610	3/24/2020	FEB 20 ACCT'G MANAGER	1,075.00
						\$1,075.00
20	011301310	OFFICE DEPOT	135612	3/24/2020	OFFICE SUPPLIES	52.90
						\$52.90
20	011701710	PNC EQUIPMENTFINANCE	135614	3/24/2020	3/1-31/20 RENTAL LEAS	5,767.38
						\$5,767.38
20	01	PYRO SPECTACULARS	135615	3/24/2020	FIREWORK SHOW DEPOSIT	12,000.00
						\$12,000.00

City of South El Monte
Warrant Register
Council Meeting of 3/24/2020

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FY	Budget Unit	Vendor Name	Check Number	Check Date	Description	Amount
20	011601620	QUENCH USA, INC.	135616	3/24/2020	DEC 19 H2O SRVC SCTR	55.32
20	011601620		135616	3/24/2020	MAR 20 H2O SRVC SCTR	55.32
						\$110.64
20	448008010	REGIONAL TAP SERVICE CENTER	135618	3/24/2020	COMMISSION FH PRODUCT	-3.60
20	448008010		135618	3/24/2020	FH TAP SEPT 19	120.00
						\$116.40
20	01	ROBERT SALDANA	135621	3/24/2020	2/29 MVD DEPOSIT RTN	50.00
						\$50.00
20	011401410	RUBY YEPEZ	135630	3/24/2020	MAR 20 PLAN COM MTG	150.00
						\$150.00
20	011401410	RUDY BOJORQUEZ	135577	3/24/2020	MAR 20 PLAN COM MTG	150.00
						\$150.00
20	011511541	SAUL GUARDADO	135600	3/24/2020	19/20 SCHEDULE REFS	376.00
						\$376.00
20	011401100	SPARKLETTS	135622	3/24/2020	H2O 4 PUBLIC SAFETY	33.31
20	011407020		135622	3/24/2020	H2O 4 PUBLIC SAFETY	33.32
						\$66.63
20	05	STANDARD INSURANCE D2	135569	3/16/2020	PPE 3/7/20 DENTAL	2,681.28
20	05		135569	3/16/2020	PPE 3/21/20 DENTAL	2,681.28
						\$5,362.56
20	063003020	SUPERIOR WAREHOUSE GROCERS	135623	3/24/2020	TORTILLA 4 NUTR PRGM	1.19
20	063003020		135623	3/24/2020	TORTILLAS 4 NUTR PRGM	1.22
20	063003020		135623	3/24/2020	TORTILLAS 4 NUTRI PRG	1.39
20	011511543		135623	3/24/2020	SNACKS NEIGHBORHOOD	6.85
20	063003010		135623	3/24/2020	TORTILLA 4 NUTR PRGM	10.77
20	063003010		135623	3/24/2020	TORTILLAS 4 NUTR PRGM	11.04
20	063003010		135623	3/24/2020	TORTILLAS 4 NUTRI PRG	12.57
20	011501540		135623	3/24/2020	AFTERSCHOOL PRGM SUPP	94.20
						\$139.23
20	011511543	THE SAUCE CREATIVE SERVICES CORP	135565	3/4/2020	CITY CENSUS LOGO	425.00
20	011001040		135565	3/4/2020	MARCH 20 NEWSLETTER	4,815.55
						\$5,240.55
20	011301310	TRUSAIC	135594	3/24/2020	MARCH 20 ACA RECURR'G	1,000.00
						\$1,000.00
20	01	WARMINGTON LAND ASSOCIATES II, L	135626	3/24/2020	REFUND 2610-2634 CHIC	6,250.00
						\$6,250.00
20	05	WASHINGTON NATIONAL INSURANCE C	135566	3/4/2020	PPE 03/07/20	883.23
20	05		135566	3/4/2020	PPE 03/22/20	883.23
						\$1,766.46
20	011601610	WATERLOGIC AMERICAS, LLC	135627	3/24/2020	FEB20 H2O RENTAL CCOM	76.94
						\$76.94

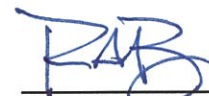
City of South El Monte
Warrant Register
Council Meeting of 3/24/2020

Date: 3/17/2020

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FY	Budget Unit	Vendor Name	Check Number	Check Date	Description	Amount
20	011511541	WINNER INTERNATIONAL INC.	135629	3/24/2020	BBALL BANQUET COVERS	37.40
20	011511543		135629	3/24/2020	HELIUM REFILL SPC EVN	324.50
						\$361.90
20	01	YAJAIRA GARIA	135596	3/24/2020	3/1 MVD DEPOSIT RTN	50.00
						\$50.00
20	011501510	YOBANA RAYGOZA COVARRUBIAS	135617	3/24/2020	COMM SVC MAR 20 MTG	100.00
						\$100.00

Report Total **175,065.81**



City Manager



City Council Agenda Report

**Agenda
Item No.
7.b.**

DATE: March 24, 2020

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

SUBMITTED BY: Maria Cardoso, Senior Executive Assistant

SUBJECT: CITY MANAGER'S WEEKLY INFORMATIONAL ITEMS

SUMMARY: Report on staff activities beginning the week of March 2, 2020 and ending the week of March 12, 2020.

RECOMMENDATION: Staff recommends that the City Council receive and file the reports.

ATTACHMENTS:
[Weekly Informational Items](#)



CITY OF SOUTH EL MONTE INTER-OFFICE MEMO

DATE: March 5, 2020
TO: Honorable Mayor and Members of the City Council
FROM: Rachel Barbosa, City Manager *PB*
SUBJECT: Weekly Informational Items

ADMINISTRATION

The City Manager (CM) held the following internal team meetings: Weekly Department check-ins, Summer Recruitment Planning and State of the City 2020 Planning. In addition, the CM also attended a Southeast Area Animal Control Authority Administrative Committee meeting regarding the Amendment to the Joint Powers Agreement with other members, the monthly SEM/EM Chamber Briefing, the San Gabriel Valley Economic Partnership's Annual Economic Forecast Summit and the City's Community Census Kick-off event.

HUMAN RESOURCES DEPARTMENT

- Accounting Manager (Full-Time): The position opened on February 3rd and closed on February 27th. We received 23 applications. Of those, six have been chosen to move forward in the process. First round interviews are scheduled to take place on March 12th.
- Boxing Trainer (Part-Time): The position opened on February 19th and closed on February 27th. No applications were received. Awaiting department response if they want to leave as open until filled.
- Recreation Leader (Senior Center) (Part-Time): The position opened on February 10th and closed on February 27th. We received two applications. Awaiting department response if they want to leave as open until filled.
- Van Driver - Class C (Temporary Part-Time): The position opened on January 15th and closed on February 13th. We received three applications. Interviews took place on March 4th. One candidate was chosen will undergo background checks soon.

CITY CLERK'S OFFICE

The applications to Service on City Commission Notice (attached) to fill one vacancy on the Patriotic Commission has been placed on the City's website, social media pages, and bulletin boards. Applications will be accepted until April 2, 2020 by 5:30 p.m., staff will present for the City Council's consideration the appointment to fill the vacancy at the April 14th City Council meeting.

COMMUNITY DEVELOPMENT DEPARTMENT

Building and Safety

Over the past week, Building and Safety staff assisted 52 individuals with Building and Safety related items.

Code Enforcement

This past week staff logged a total of 13 new Code Enforcement cases and five GoGov Requests into the City's computer system. Attached is a breakdown of those issues. As reference, Code Enforcement referred two homeless persons to LAHSA.

Public Safety

This past week Public Safety staff responded to 27 computer-generated inquiries regarding concerns over City streets. In addition, Public Safety staff cited 81 individuals and one warning was issued.

Planning

Planning staff has been working on the staff reports for the Housing Element Update, The Housing Overlay Zone and the New Warmington Housing Project on Humbert/Chico. Planning staff also took part in the Emergency Operations Center training offered by FEMA, off site in Santa Fe Springs.

Housing

Over the past week, Housing staff has been working with Communications department with updating department webpages, preparing planning commission agendas and minutes, as well as preparing the data for the annual progress report due to HCD by April 1st and support the department as needed.

COMMUNITY SERVICES DEPARTMENT

Joseph Diaz Jr. Parade

The City is honoring the International Federal Boxing World Champion, Joseph Diaz Jr. with a victory Parade on Saturday, March 7, 2020 at 10:30 p.m. The Parade is full of community partners who will march down Santa Anita between Michael Hunt Dr. to Central Avenue.

Youth Basketball League

Last Saturday, February 29, 2020 the Youth Basketball League held the season's championship games at South El Monte High School. The regular season has officially concluded with each division crowing their championship team.

This week the department is hosting All-Star Week. Coaches selected participants to participated in a series of challenges, such as the Skills Contest, Three (3) Point Shooting Contest, and the All-Star game. The teams will also be featured in the Joseph Diaz Jr. Parade.

Next week the All-City teams will participate in the SMCAF Youth Basketball Tournament held in Azusa.



Census Complete Count Committee

The Complete Count Committee met on Thursday, March 5, 2020 at City Hall.

On Saturday, March 7, 2020 the Complete Count Committee (CCC) will host the Census Kickoff Festival at 11:00 a.m. The event provides more than ten (10) census topic information booths, a census program, kids fun zone, free food, and a car show.

Community Services Commission

On Tuesday, March 3, 2020 the Community Services Commission met at the Senior Center at 6:00 p.m. Items on the agenda included a review of a monthly report and upcoming City events.

After School Programs

This week at the, After School Program sites, children participated in a variety of activities that included sports tournaments, enrichment programs, and homework assistance. At the New Temple site, the participants engaged in a STEM project where they made a pully station using yarn, straws, and balloons. At the Mini Center the participants played freeze dance and musical chairs. At the Community Center the participants played in a basketball tournament and practiced their culinary skill with a food craft.



Recreation Classes

This week the department is hosting new recreation classes for the month of March at the Community Center and Mary Van Dyke Park. The classes meet twice a week from Monday to Thursday for 45 minutes. In the Lil Athletes class, the participants learned to play different sports such as soccer and flag football, In the basketball class, the participants practiced their basketball skills by dribbling, passing, and shooting. In the Lil' Sluggers class, participants learned the fundament skills of t-ball including running, hitting, and catching.

Karate

Karate class been canceled this week until further notice.

Reservations for this Week

- Senior Center Dining Room: Sunday, March 8, 2020- Faith Dominion Church
- Mary Van Dyke Park Community Room: Saturday, March 7, 2020 – Juan Cabral

SENIOR SERVICES

The photos below were taken at the SEM Senior Center's Pool Hall.



SNAP-Ed Program

This week the Senior Services Division launched the County's four-week evidence-based program SNAP-Ed at the SEM Senior Center. The program helps seniors to lead healthier lives. The program also teaches them about good nutrition, physical activity and how to make their food dollars stretch further.

Behaviors & Alzheimer's Disease

On Tuesday, Alzheimer's Los Angeles presented on the most common behavioral changes associated with Alzheimer's and Dementia. The presentation also offered tips for seniors to help loved ones who suffer from Alzheimer's and Dementia.

Metro's Reduce Fare Tap Card Program

On Thursday, representatives from Metro were on-site at the SEM Senior Center to register seniors for Metro's reduce fare tap card program and to answer questions about the program.

The South El Monte Senior Center Nutrition Program provides nutritious meals Monday through Friday to individuals who are 60 years of age and older. All meals meet the nutritional requirements of the Federal Older Americans Act. Meals typically include a main entrée, vegetables, fruit, bread, dessert, and milk. This week our elderly nutrition program provided 670 congregate meals and 80 homebound meals.

Weekly Activities

Below is a list of programs and activities that are being provided at the South El Monte Senior Center this week.

- Monday
 - Nutrition Program from 8:30 a.m. – 12:30 p.m.
 - Live Zumba from 10:00 a.m. – 11:00 a.m.
 - Painting for Old Adults from 12:30 p.m. – 1:30 p.m.
 - English As A Second Language from 1:00 p.m. – 2:45 p.m.
 - Senior Guitar Class from 1:00 p.m. – 2:00 p.m.
- Tuesday
 - Senior Nutrition Program from 8:30 a.m. – 12:30 p.m.
 - Arthritis Foundation Exercise from 9:00 a.m. – 10:00 a.m.
 - Behaviors & Alzheimer's Disease by Alzheimer's Los Angeles at 10:00 a.m.
 - Legal Assistance from 11:00 a.m. – 1:00 p.m.
- Wednesday
 - Senior Nutrition Program from 8:30 a.m. – 12:30 p.m.
 - Principle of Mind/Body Health for Older Adults from 10:00 a.m. – 11:00 a.m.
 - English As A Second Language from 1:00 p.m. – 2:45 p.m.
- Thursday
 - Senior Nutrition Program from 8:30 a.m. – 12:30 p.m.
 - Senior Market Day from 8:00 a.m. – 1:00 p.m.
 - Arthritis Foundation Exercise from 9:00 a.m. – 10:00 a.m.
 - Knitting Class from 10:00 a.m. – 11:00 a.m.
 - Reduce Fare Tap Cards by Metro at 10:00 a.m.
- Friday
 - Senior Nutrition Program from 8:30 a.m. – 12:30 p.m.
 - Principle Mind/Body Health for Older Adults from 10:00 a.m. – 11:00 a.m.
 - Technology Class at 12:30 p.m.

Senior Clubs

- Super Bingo met on Tuesday at 1:00 p.m. to play Bingo.
- 3L Club Latino held their membership meeting on Thursday at 1:00 p.m., afterwards they played Bingo.

Transportation

This week transportation staff provided 381 rides to members of the community. Trips included but were not limited to transportation services to and from the grocery store, the senior center, and various doctor appointments. Transportation staff also provided pick-up and drop off services for students enrolled in the Recreation Services' After School Program. Below is a categorization of all transportation activities for the week.

- 17 Medical Appointments with 17 return trips
- 4 Shopping Trips with 4 return trips
- 6 Personal Trips with 6 return trips
- 44 Trips to the Senior Center with 44 return trips
- 239 Trips to the City Sponsored After School Program
- 2 Cancellations

CALENDAR OF UPCOMING EVENTS

- Monday, March 16, 2020 – St. Patrick's Day Luncheon at the SEM Senior Center
- Wednesday, April 1, 2020 – Census Luncheon at the SEM S



CITY OF SOUTH EL MONTE

1415 N. SANTA ANITA AVENUE
SOUTH EL MONTE, CALIFORNIA 91733
(626) 579-6540 • FAX (626) 579-2107



APPLICATIONS TO SERVE ON CITY COMMISSION

Notice is hereby given that the City of South El Monte is accepting applications to fill one vacancy on the Patriotic Commission. The term of office shall expire on January 31, 2021.

In order to qualify for consideration you must be a South El Monte resident and submit both an application for appointment to commission and live scan application. No city employee is eligible to serve as a member of the commission.

Commission and live scan applications may be obtained Monday through Thursday, 7:00 a.m. to 5:30 p.m. at the Reception Desk at South El Monte City Hall, 1415 N. Santa Anita Avenue, South El Monte or on the city's website www.cityofsouthelmonte.org. The deadline for accepting applications is April 2, 2020 by 5:30 p.m.

For further information, please contact the City Clerk's Office at (626) 579-6540, extension 3220.



Code Weekly Report – March 2, 2020

Number	Case	Topic	Action Note
1	20-0159	Health & Safety/Public Nuisance	Received complaints from director Salas regarding two large truck shells left on city easement. // Notices posted at Property issued to Mr. Rene Guevara. // Items removed
2	20-0162	Health & Safety/Public Nuisance	Observed overgrown property high weeds and grass and brown sofa left and right away notice of violation posted on Property.
3	20-0158	Health & Safety/Public Nuisance	Observed transient at 9611 Garvey block on sidewalk public nuisance advised sheriffs then contacted LAHSA county department to offer any help Sheriffs contacted ambulance who took her due to pain Public works posted personal belongings
4	20-0160	Streets, Sidewalks, and Public Places	Observed transient with tent and shopping carts along sidewalk contacted LAHSA sheriffs public works fire department contacted ambulance transient requested help she was removed items were tagged
5	20-0163	Streets, Sidewalks, and Public Places	Brown couch left card and Athens flyer to contact code enforcement // Exterior inspection conducted 2-27-20 8:50 am couch removed
6	20-0164	Business	Refer sheriffs department regarding marijuana odor
7	20-0165	Streets, Sidewalks, and Public Places	Spoke with Noel property manager regarding items left on street Items removed
8	20-0166	Health & Safety/Public Nuisance	Regarding couch on property spoke with owner Daniel regarding continuous bulky items appointment set to meet with manager and owner following week // Met with manager (Jason) 2-28-20 regarding couch on private property advised to remove ASAP 3:50 pm Jason advised will remove
9	20-0167	Street, Sidewalks, and Public Places	Observed mattress on sidewalk unable to contact resident left business card to contact code enforcement Contacted David Athens regarding mattress Removed mattress
10	20-0168	Streets, Sidewalks, and Public Places	Refer to public works refrigerator left on street
11	20-0169	Streets, Sidewalks, and Public Places	Advised to conduct during allowed weekends any questions contact planning dept and or city hall for scheduled yard sale
12	20-0170	Property Maintenance	Refer to public works regarding possible city trees
13	20-0171	Street, Sidewalks, and Public Places	Couch removed by management company // Contacted management co regarding couch left on sidewalk Advised will remove ASAP no manager on site
14	Req 7525	Garage Conversion	Illegal garage conversion Kitchen in outdoor porch This has been reported to code enforcement and has never been addressed.
15	Req 7526	Refuse Dumping/Illegal Dumping	Illegal chair and refrigerator dumped by the side walk of North side of Klingerman ave between Santa Anita and Lorin ave, also overgrown weeds. Sign: Siaoisi T. ILI. 2430 Lorin Ave. S.E.M.
16	Req 7531	Refuse Dumping/Illegal Dumping	City Council complained of mattress on the sidewalk.// Items removed

17	Req 7534 Property Maintenance	Trash was brought out on Monday and not picked up. People have been going through the trash and there is now a big mess on the sidewalk. On strozier and remer.
18	Req 7535 Code Enforcement	Improper disposal of trash. // Items removed by property owner.



Engineering Department Weekly Update

PUBLIC WORKS
CITY OF SOUTH EL MONTE
1415 N. SANTA ANITA AVENUE
SOUTH EL MONTE, CALIFORNIA 91733
(626) 579-6540 FAX (626) 579-2107



March 4, 2020

PROJECTS

PROJECT ID	PROJECT TYPE	PROJECT NAME	STATUS	PROJECT SCHEDULE	MILESTONES/UPDATES
N/A	Grant Application	Highway Safety Improvements Program Cycle 9	Grant Application	Project authorization is currently being coordinated with Caltrans.	- The funding application prepared by the Engineering department is approved by Caltrans. City received \$0.60m., with no local match requirement. - The project includes highway safety improvements and enhancements at 11 intersections throughout the City including traffic signal head replacement, pedestrian countdown and push button replacements. - Project estimate is \$0.60m.
292	CIP	Durfee and Thienes Traffic Signal and Lighting Project HSIPL-5352(015)	Fed Grant Closeout		Project federal closure is completed.
250	CIP	2017/18 CDBG projects (Lerma & Alesia)	Project Closeout	<u>Construction Phase:</u> Project closeout	Project was accepted by Council, Notice of Completion was filed.
290	CIP HSIP Cycle 6	Santa Anita and Fern/Elliott Traffic Signal and Lighting Project HSIPL-5352(016)	Construction Phase	<u>Construction Phase (Material Procurement):</u> - Start: End of 2018 <u>Construction Phase (Field Construction):</u> - Start: Late 2019	- Field construction is in progress. Field construction is anticipated to be completed in Spring 2020. - Coordination with SCE for signal activation is in progress.



Engineering Department Weekly Update

PUBLIC WORKS
CITY OF SOUTH EL MONTE
1415 N. SANTA ANITA AVENUE
SOUTH EL MONTE, CALIFORNIA 91733
(626) 579-6540 FAX (626) 579-2107



March 4, 2020

PROJECTS

PROJECT ID	PROJECT TYPE	PROJECT NAME	STATUS	PROJECT SCHEDULE	MILESTONES/UPDATES
291	CIP HSIP Cycle 6	Thienes/Tyler Traffic Signal Project HSIPL-5352(014)	Fed Grant Closeout	<u>Construction Phase:</u> •Project closeout	•Project was federally closed out.
293	CIP HSIP Cycle 6	Rush/Peck Traffic Signal Project HSIPL-5352(017)	Pre Construction Phase	<u>Construction Phase:</u> •Start: Early 2020 (Material Procurement)	•Construction contract was awarded. •Pre-Con in progress.
294	CIP HSIP Cycle 7	Santa Anita Ave & Klingerman St, Rush St & Central Ave	Design Phase	<u>Design Phase:</u> •Start: November '18	•95% Design submittal is in progress.
N/A	Grant Application	SCAG 2018 Sustainable Communities Program Call for Applications	Grant Application	Application submitted before December 14, 2018 deadline.	•SCAG 2018 Sustainable Communities Program grant preparation was submitted. •The grant involves preparation of a regional corridor plan to improve active transportation along Rosemead Blvd.
TBD	CIP CDBG	CDBG Senior Center Restroom Renovation Project	Preliminary	<u>Construction Phase:</u> •Start: Spring '20 •Complete: Summer '20	•Bids were received in 2/19/20. Bid analysis/award coordination is in progress.
140	CIP	Civic Center Interjurisdictional Bike Path Call for Projects (METRO & Greenway)	Preliminary	TBD	•Finance Department and Public Works Department are working to revise Metro forms to submit for funds extension to 2020.



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March 4, 2020

PROJECTS					
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	CIP	Santa Anita Rule 20A from Fawcett to Tyler	Design Phase	TKE Street/Ped Light Plans for Corridor approved by Council on 4-23-19.	•SCE to complete PS&E package and bid for construction by end of 2019
339 340	Utility Improvements	Sanitary Sewer System	Design Phase	TBD	•Director of Public Works is meeting with design engineer to discuss next steps.
	Development Projects	Tract 72949 Mayan's Development E19	In progress	N/A	Base being placed and prepping for asphalt paving.
	Development Projects	PM 73087 (10413 Klingerman)	In progress	N/A	•Final map recorded. SIA recorded. Onsite permit issued and under construction.
	Development Projects	Merced Ave 1114, Tr 72012 30 Homes, Kruse	In progress	N/A	First and second Phase offsite improvements complete. Bonds released.
18252-10	Development Projects	2028-2038 Santa Anita Ave	Waiting on Resubmittal	N/A	•Corrections picked up by customer 1/8/20
18252-11	Development Projects	2522, 2526, 2534 Lee Ave	Waiting on Resubmittal	N/A	•Corrections picked up by customer 11/5/18. Waiting for 3rd resubmittal.
18252-12	Development Projects	10841 Klingerman Ave	Approved	N/A	•Approved on 3/2/2020. Sent to Building.
1003	Development Projects	9625-9635 Rush St	Waiting on Resubmittal	N/A	•Corrections picked up by customer 2/5/19. Waiting for resubmittal.
1004	Development Projects	2102 Merced Ave, Grading	Approved	N/A	•Approved on 11/12.
1005	Development Projects	2405 Loma Ave, Final Map	Approved	N/A	•Mylar was submitted for signature. Staff report in progress for 3/10/20.
1006	Development Projects	2516 Edwards	Approved	N/A	•Approved on 9/3/2019 and sent to building dept.
1012	Development Projects	1127 Santa Anita	Waiting on Resubmittal	N/A	•Corrections picked up by customer 1/16/19. Waiting for 2nd resubmittal.



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1018	Development Projects	2408 Loma Ave	Approved	N/A	•Approved. Sent to customer.
1019	Development Projects	2102 Merced Ave, Lot Line Adjustment	Approved	N/A	•Approved on 11/12/19. Sent to planning.
1020	Development Projects	2459 Strozier Ave	Waiting on Resubmittal	N/A	•Waiting for resubmittal. Customer emailed on 3/4/2020 corrections.
1021	Development Projects	2310 Seaman Ave	Approved	N/A	•Approved on 1/21/2020. Sent to Building.
1022	Development Projects	2458 Merced Ave	Approved	N/A	•Approved on 2/25/2020. Sent to Building.
1023	Development Projects	2227 Sastre Ave	Approved	N/A	•Approved on 2/5/2020. Sent to Building.
1024	Development Projects	2405 Loma Ave, Grading Plan	Waiting on Resubmittal	N/A	•Waiting on resubmittal and fee payment.
1025	Development Projects	Chico Ave and Humbert Ave, Grading Plan	Waiting on Resubmittal	N/A	•Waiting on resubmittal and fee payment.
1026	Development Projects	1809 Durfee Ave	Under Review	N/A	•Under Review.
1027	Development Projects	Chico Ave and Humbert Ave, Final Map	Under Review	N/A	•Under Review.
	Development Projects			Plan Check Activity between 2-26-20 and 3-3-20	•Number of plans submitted for plan check: 1
	R/W Review	11034 Thienes - Private Property in Street R/W on Penn Mar	In progress	N/A	City requested a plat of easements on the property prepared by the title company from the Owner to verify existing easements.



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PROJECTS

PROJECT ID	PROJECT TYPE	PROJECT NAME	STATUS	PROJECT SCHEDULE	MILESTONES/UPDATES
	Encroachment Permits			Encroachment Permit Activity between 2-26-20 and 3-3-20	•Number of permits issued: 7 •Number of inspections completed: 5



CITY OF SOUTH EL MONTE INTER-OFFICE MEMO

DATE: March 12, 2020

TO: Honorable Mayor and Members of the City Council

FROM: Rachel Barbosa, City Manager

PB

SUBJECT: Weekly Informational Items

ADMINISTRATION

This week has been consumed with the City's response and operation plan related to the fast moving developments of the Coronavirus, referred to as COVID19.

On Monday, March 16, 2020, the Senior Center and Community Center will be closed to the public and all community social events and gatherings and youth recreation programming are postponed to undetermined future dates. City Hall will remain open until further notice or until a directive from the CA Governor or by City Council Resolution. In addition, the City's Elderly Nutrition Program, where on average of 150 seniors are provided a healthy lunch, will now provide 5 lunches per week on a drive-up or home delivery basis. Seniors are to call (626) 448-0131 to confirm their order. All local school districts have cancelled classes until further notice but will give meals to students at various campuses throughout the City. As of today, there are no confirmed COVID19 cases in South El Monte, however the community should avoid social gathering, wash hands regularly and often and practice safe hygiene to prevent the spreading of germs.

HUMAN RESOURCES DEPARTMENT

- Accounting Manager (Full-Time): The position opened on February 3rd and closed on February 27th. We received 23 applications. Of those, six have been chosen to move forward in the process. First round interviews took place on March 12th. Second round interviews are scheduled for March 18th.
- Lifeguard (Seasonal): The position opened on March 9th and closes on April 16th.
- Water Swim Instructor (Seasonal): The position opened on March 9th and closes on April 16th.
- Assistant Pool Manager (Seasonal): The position opened on March 9th and closes on April 16th.
- Pool Manager (Seasonal): The position opened on March 9th and closes on April 16th.

- Aquatics/Summer Camp Recreation Leader (Seasonal): The position opened on March 9th and closes on April 16th.
- High School Student Worker (Seasonal): The position opened on March 9th and closes on April 16th.
- Finance Director (Full-Time): The position opened on March 9th and is open until filled.
- Boxing Trainer (Part-Time): The position opened on February 19th and closed on February 27th. No applications were received. Awaiting department response if they want to leave as open until filled.
- Recreation Leader (Senior Center) (Part-Time): The position opened on February 10th and closed on February 27th. We received two applications. Awaiting department response if they want to leave as open until filled.
- Van Driver - Class C (Temporary Part-Time): The position opened on January 15th and closed on February 13th. We received three applications. Interviews took place on March 4th. One candidate was chosen and is undergoing background checks.

COMMUNITY DEVELOPMENT

Building and Safety

Over the past week, Building and Safety staff assisted 68 individuals with Building and Safety related items.

Code Enforcement

This past week staff logged a total of eight new Code Enforcement cases and two GoGov Requests into the City's computer system. Attached is a breakdown of those issues. As reference, Code Enforcement referred zero (0) homeless persons to LAHSA.

Public Safety

This past week Public Safety staff responded to 22 computer-generated inquiries regarding concerns over City streets. In addition, Public Safety staff cited 101 individuals, one red tag and three warnings were issued.

Planning

Planning staff has been working on the staff reports for the Housing Element Update, The New Warmington Housing Project on Humbert/Chico. Planning staff also took part in the Emergency Operations Center training offered by FEMA, off site in City of Los Angeles Emergency Operations Center.

Housing

Housing staff has been entering the data for the annual progress report due to HCD by April 1, 2020, also, attended the Cohort Homeless Meetings and support the department as needed.

COMMUNITY SERVICES DEPARTMENT

Joseph Diaz Jr. Parade

The City honored the International Federal Boxing World Champion, Joseph “JoJo” Diaz Jr. with a victory parade on Saturday, March 7, 2020 at 10:30 a.m. The parade was a huge success attracting over 500 participants and spectators.



Census Complete Count Committee

On Saturday, March 7, 2020 the Complete Count Committee (CCC) hosted the Census Kickoff Festival at 11:00 a.m. at City Hall Front Lawn. The event provided census topic information booths, a census program, kids fun zone, free food, and a car show.



Youth Basketball League

Banquet

The recreation department hosted an end of the youth basketball league banquet for all participants and their families on Sunday, March 8, 2020.



Clippers Clinic



All-City teams will participate in the SMCAF Youth Basketball Tournament held in Azusa beginning on Saturday, March 14, 2020.

After School Programs

This week at the After School program sites, children participated in the following indoor activities and games due to the rain: sports challenges in the gym, board games, video games, and homework assistance. The New Temple after school program will be hosted in the New Temple School Cafeteria due to the weather. Staff has tabletop activities for the children to participate after they complete their homework.

Recreation Classes

This week the department continues to offer the recreation classes for the month of March at the Community Center and Mary Van Dyke Park. The classes meet twice a week from Monday to Thursday for 45 minutes. In the Lil' Athletes class, the participants continue to practice different sports and learning the fundamentals of each sport. In the basketball class, the participants continue to practice their basketball skills by dribbling, passing, and shooting. In the Lil' Sluggers class, participants are learning the fundament skills of t-ball including running, hitting, and catching.

Karate

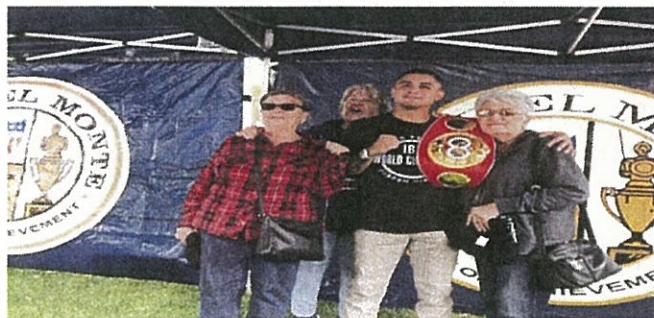
Karate class been canceled this week until further notice.

Reservations for this Week

- Mary Van Dyke Park Community Room: Saturday, March 14, 2020.
- Mary Van Dyke Park Community Room: Sunday, March 15, 2020.
- Senior Center Dining Room: Sunday, March 15, 2020 - Faith Dominion Church.

SENIOR SERVICES

The photo below was taken during the Joseph Diaz Jr. Parade and Census Kickoff Festival.



Medicare 101 Presentation

On Thursday, representatives from HealthNet Insurance provided an introductory presentation on Medicare. Seniors learned about Medicare benefits, eligibility requirements and prescription drugs. Lights snacks and coffee were provided by Health Net.

Senior Excursion to the OC Cherry Blossom Festival

The Senior Services Division organized a trip to the OC Cherry Blossom Festival. Seniors enjoyed the festival's celebration of traditional Japanese arts, music, food and crafts, while also enjoying contemporary music, art and the Japanese youth culture.

Nutrition Program

This week, South El Monte Senior Center Nutrition Program provides nutritious meals Monday through Friday to individuals who are 60 years of age and older. All meals meet the nutritional requirements of the Federal Older Americans Act. Meals typically include a main entrée, vegetables, fruit, bread, desert, and milk. This week our elderly nutrition program provided 645 congregate meals and 75 homebound meals.

Weekly Activities

Below is a list of programs and activities that are being provided at the South El Monte Senior Center this week.

- Monday
 - Nutrition Program from 8:30 a.m. – 12:30 p.m.
 - Live Zumba from 10:00 a.m. – 11:00 a.m.
 - Snap-Ed Program 10:00 a.m. – 11:00 a.m.
 - Painting for Old Adults from 12:30 p.m. – 1:30 p.m.
 - English As A Second Language from 1:00 p.m. – 2:45 p.m.
 - Senior Guitar Class from 1:00 p.m. – 2:00 p.m.
- Tuesday
 - Senior Nutrition Program from 8:30 a.m. – 12:30 p.m.
 - Arthritis Foundation Exercise from 9:00 a.m. – 10:00 a.m.
- Wednesday
 - Senior Nutrition Program from 8:30 a.m. – 12:30 p.m.
 - Principle of Mind/Body Health for Older Adults from 10:00 a.m. – 11:00 a.m.
 - Movie Wednesday (Crazy Rich Asians) at 1:00 p.m.
 - English As A Second Language from 1:00 p.m. – 2:45 p.m.
- Thursday
 - Senior Nutrition Program from 8:30 a.m. – 12:30 p.m.
 - Arthritis Foundation Exercise from 9:00 a.m. – 10:00 a.m.
 - Knitting Class from 10:00 a.m. – 11:00 a.m.
 - Medicare 101 Presentation at 10:00 a.m.
- Friday
 - Senior Nutrition Program from 8:30 a.m. – 12:30 p.m.
 - Principle Mind/Body Health for Older Adults from 10:00 a.m. – 11:00 a.m.
 - Senior Excursion to the OC Cherry Blossom Festival at 4:00 p.m.

Senior Clubs

- Super Bingo met on Tuesday at 1:00 p.m. to play Bingo.
- Club Latino del Sur El Monte held their membership meeting on Thursday at 1:00 p.m., afterwards they played Bingo.

Transportation

This week transportation staff provided 403 rides to members of the community. Trips included but were not limited to transportation services to and from the grocery store, the senior center, and various doctor appointments. Transportation staff also provided pick-up and drop off services for students enrolled in the Recreation Services' After School Program. Below is a categorization of all transportation activities for the week.

- 19 Medical Appointments with 19 return trips
- 3 Shopping Trips with 3 return trips
- 8 Personal Trips with 8 return trips
- 57 Trips to the Senior Center with 57 return trips
- 229 Trips to the City Sponsored After School Program
- 3 Cancellations



Code Weekly Report – March 9, 2020

Number	Case	Topic	Action Note
1	20-0185	Property Maintenance	Complaint of trees on property are over grown and need to be trimmed and maintained. // Observed extremely tall tree's on property that which have grown and extend over onto adjacent properties
2	20-0178	Building Code	complaint regarding illegal construction. no permits. // responded to complaint. met with business owner and stated two new blower exhaust fans where installed without permits. notice issued must acquire building permits by 3/11/20
3	20-0179	Building Code	storage built without permits
4	20-0180	Health & Safety/Public Nuisance	Contacted LASD regarding transient disrupting city reception area yelling at the counter area officer Ponce responded alongside Nicholson who detained and spoke to lady who was uncooperative answering questions and also contacted the MET team (mental evaluation team) I then contacted LAHSA (Los Angeles's homeless service Authority).
5	20-0181	Business	Complaint about a Catering Truck illegally at business. // Did not observe catering truck // Will drive by again to observe Catering Truck in action. f/u on a few days.
6	20-0182	Zoning	Lady requesting information on new homes and 2 month eviction notice given by new owners advised to contact Housing Rights Center for advice - civil issue
7	20-0183	Business	Lady complaining about trash fees advised to contact Athens service
8	20-0184	Property Maintenance	Request 7534-Patricia Avalos - Trash was brought out on Monday and not picked up. People have been going through the trash and there is now a big mess on the sidewalk. On Strozier and Remer. // Responded nothing observed 3-6-20 12:20 pm
9	Req7556	Refuse/ Illegal Dumping	However, our next door neighbor is clearly not using the site for the purposes of the permits on file. They are actively dumping (and then hauling away, repeat cycle) construction debris from other jobsites every day for the past half year! Photo 1 shows the site a couple of days ago. It changes every day (old waste hauled away, new waste added). Our property is constantly covered in dust from all the activity (see photo 2). The air quality is dismal. Also, the heavy machinery (bulldozers, bobcats, dump trucks) is regularly shake our entire building. Corroded, heavy piping was unloaded yesterday directly against our warehouse wall, which shock the whole building. The situation is getting unbearable. We would understand if they are actually demolishing, grading, and building a new structure, but that is NOT what they are using the site for.
10	Req7558	Property Maintenance	Over grown grass and people just dump trashes on it, the area smell so bad cause by trashes. It's located by the side walk on the north side of Klingerman ave between Santa Anita ave and Lorin Ave. The property owned by address 10741 Klingerman ave, South El Monte Ca-91733.



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March 11, 2020

PROJECTS

PROJECT ID	PROJECT TYPE	PROJECT NAME	STATUS	PROJECT SCHEDULE	MILESTONES/UPDATES
N/A	Grant Application	Highway Safety Improvements Program Cycle 9	Grant Application	Project authorization is currently being coordinated with Caltrans.	•The funding application prepared by the Engineering department is approved by Caltrans. City received \$0.60m., with no local match requirement. •The project includes highway safety improvements and enhancements at 11 intersections throughout the City including traffic signal head replacement, pedestrian countdown and push button replacements. •Project estimate is \$0.60m.
292	CIP	Durfee and Thienes Traffic Signal and Lighting Project HSIPL-5352(015)	Fed Grant Closeout		•Project federal closure is completed.
250	CIP	2017/18 CDBG projects (Lerma & Alesia)	Project Closeout	<u>Construction Phase:</u> •Project closeout	•Project was accepted by Council, Notice of Completion was filed.
290	CIP HSIP Cycle 6	Santa Anita and Fern/Elliot Traffic Signal and Lighting Project HSIPL-5352(016)	Construction Phase	<u>Construction Phase (Material Procurement):</u> •Start: End of 2018 <u>Construction Phase (Field Construction):</u> •Start: Late 2019	•Field construction is in progress. Field construction is anticipated to be completed in Spring 2020. •Coordination with SCE for signal activation is in progress.



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	Development Projects			Plan Check Activity between 3-4-20 and 3-11-20	•Number of plans submitted for plan check: 1
	R/W Review	11034 Thienes - Private Property in Street R/W on Penn Mar	In progress	N/A	City requested a plat of easements on the property prepared by the title company from the Owner to verify existing easements.



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	Encroachment Permits			Encroachment Permit Activity between 3-4-20 and 3-11-20	•Number of permits issued: 5 •Number of inspections completed: 4



City Council Agenda Report

**Agenda
Item No.
7.c.**

DATE: March 24, 2020

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

APPROVED AS TO FORM: Anthony R. Taylor, City Attorney

SUBMITTED BY: Rene Salas, Public Works Director

SUBJECT: SECOND READING AND ADOPTION OF ORDINANCE NO. 1242, AMENDING SOUTH EL MONTE MUNICIPAL CODE (SEMMC), CHAPTER 17.28 "ACCESSORY DWELLING UNITS" TO CONFORM WITH STATE LAW

SUMMARY: Consideration of Ordinance No. 1242 whereby the Planning Commission recommends the City Council consider a Zone Text Amendment (No. 20-01), to Chapter 17.38 "Accessory Dwelling Units", to comply with new requirements set forth by the State of California.

RECOMMENDATION: Staff recommends that the City Council conduct the second reading and adopt Ordinance No. 1242, Zone Text Amendment (No. 20-01) to make certain adjustments to the SEMMC Chapter 17.38 "Accessory Dwelling Units" to bring the SEMMC into conformity with the newly amended State law.

FISCAL IMPACT: There is no fiscal impact that will be incurred by the City with a request to adopt the Zoning Text Amendment. If approved, the Code Amendment will make refinements to the City's Municipal Code to address Accessory Dwelling Units.

DISCUSSION: On October 9, 2019, Assembly Bills 881 and 68 and Senate Bill 13 were signed into law amending existing State Law regulations concerning Accessory Dwelling Units (ADUs). The amended law imposes further limitations on local regulations of ADUs and allows for the establishment of ADUs within multi-residential zones. The adopted provisions became effective on January 1, 2020, and staff is proposing to incorporate the state's requirements into the City's zoning code. The Planning Commission heard this item and adopted a resolution recommending the Council adopt the proposed ordinance. The

City Council conducted a public hearing and first reading of Ordinance No. 1242 on March 10, 2020.

In November 2017, the City Council adopted the existing Accessory Dwelling Unit Ordinance, South El Monte Municipal Code Section 17.38 (SEMMC), to allow byright approval of ADUs in the single-family residential zoning districts subject to certain criteria (e.g. owner-occupancy requirement and various development standards such as size, setback, and height limits, etc.). The existing criteria were established to address concerns voiced by the public related to the potential for additional traffic, increased density, massing of development, privacy issues, and potential loss of neighborhood character and identity.

In the past several years, there have been considerable discussions throughout the state regarding a housing shortage in California, which is associated with rising housing costs and a shortage of affordable housing options. In recognition of these issues, Assembly bills 881 and 68 and Senate Bill 13 were signed into law, amending California Government Code Sections 65852.2 and 65852.22 to further limit local regulation of ADUs.

The changes implemented by the State that affect the existing SEMMC are detailed below:

- When a garage, carport, or covered parking structure is demolished in conjunction with the construction of an accessory dwelling unit or converted to an accessory dwelling unit, the local agency shall not require that those off-street parking spaces be replaced.
- A local agency shall not impose an owner-occupancy requirement on an accessory dwelling unit permitted between January 1, 2020, to January 1, 2025, during which time the local agency is prohibited from imposing an owner-occupancy requirement.
- A maximum square footage requirement for either an attached or detached accessory dwelling unit that is less than either of the following:
 - o 850 square feet.
 - o 1,000 square feet for an accessory dwelling unit that provides more than one bedroom
- Notwithstanding any other law, a local agency, whether or not it has adopted an ordinance governing accessory dwelling units in accordance with subdivision (a) of Government Code Section 65852.2, shall not impose parking standards for an accessory dwelling unit in any of the following instances:
 - o The accessory dwelling unit is located within one-half mile walking distance of public transit.
 - o The accessory dwelling unit is located within an architecturally and historically significant historic district.
 - o The accessory dwelling unit is part of the proposed or existing primary residence or an accessory structure.
 - o When on-street parking permits are required but not offered to the occupant of the accessory dwelling unit.

- o When there is a car share vehicle located within one block of the accessory dwelling unit.

- A local agency shall ministerially approve an application for a building permit within a residential or mixed-use zone to create one accessory dwelling unit or junior accessory dwelling unit per lot with a proposed or existing single-family dwelling if all of the following apply:

- o The accessory dwelling unit or junior accessory dwelling unit is within the proposed space of a single-family dwelling or existing space of a single-family dwelling or accessory structure and may include an expansion of not more than 150 square feet beyond the same physical dimensions as the existing accessory structure. An expansion beyond the physical dimensions of the existing accessory structure shall be limited to accommodating ingress and egress.

- o The space has exterior access from the proposed or existing single-family dwelling.

- o The side and rear setbacks are sufficient for fire and safety.

- o The junior accessory dwelling unit complies with the requirements of Government Code Section 65852.22.

- A local agency shall ministerially approve an application for a building permit within a residential or mixed-use zone to create one detached, new construction, accessory dwelling unit that does not exceed four-foot side and rear yard setbacks for a lot with a proposed or existing single-family dwelling. The accessory dwelling unit may be combined with a junior accessory dwelling unit described in subparagraph (A) of Government Code Section 65852.2(e)(1). A local agency may impose the following conditions on the accessory dwelling unit:

- o A total floor area limitation of not more than 800 square feet.

- o A height limitation of 16 feet.

- A local agency shall ministerially approve an application for a building permit within a residential or mixed-use zone to create multiple accessory dwelling units within the portions of existing multifamily dwelling structures that are not used as livable space, including, but not limited to, storage rooms, boiler rooms, passageways, attics, basements, or garages, if each unit complies with state building standards for dwellings.

- A local agency shall allow at least one accessory dwelling unit within an existing multifamily dwelling and shall allow up to 25 percent of the existing multifamily dwelling units.

- A local agency shall ministerially approve an application for a building permit within a residential or mixed-use zone to create not more than two accessory dwelling units that are located on a lot that has an existing multifamily dwelling, but are detached from that multifamily dwelling and are subject to a height limit of 16 feet and four-foot rear yard and side setbacks.

- A local agency may, by ordinance, limit the number of junior accessory dwelling units to one per residential lot zoned for single-family residences with a single-family residence already built on the lot.
- A local agency may, by ordinance, require the recordation of a deed restriction, which shall run with the land, shall be filed with the permitting agency, and shall include both of the following:
 - o A prohibition on the sale of the junior accessory dwelling unit separate from the sale of the single-family residence, including a statement that the deed restriction may be enforced against future purchasers.
 - o A restriction on the size and attributes of the junior accessory dwelling unit that conforms with this section.
- A local agency may, by ordinance, require a permitted junior accessory dwelling unit to be constructed within the existing walls of the structure, and require the inclusion of an existing bedroom.
- A local agency may, by ordinance, require a permitted junior accessory dwelling to include a separate entrance from the main entrance to the structure, with an interior entry to the main living area. A permitted junior accessory dwelling may include a second interior doorway for sound attenuation.
- A local agency may, by ordinance, require the permitted junior accessory dwelling unit to include an efficiency kitchen, which shall include all of the following:
 - o A sink with a maximum waste line diameter of 1.5 inches.
 - o A cooking facility with appliances that do not require electrical service greater than 120 volts, or natural or propane gas.
 - o A food preparation counter and storage cabinets that are of reasonable size in relation to the size of the junior accessory dwelling unit.

ANALYSIS: Proposed Amendments to Accessory Dwelling Units

Since January 1, 2020, SEMMC Section 17.38 has been preempted by provisions of the California Government Code relating to the regulation of ADUs. Until the City adopts the amendments recommended herein, the City cannot enforce provisions of its local ordinance that contradict State law governing the regulation of ADUs. By implementing the changes recommended herein, the City will bring SEMMC Section 17.38 back into compliance with current State law, which will allow the City to limit the size of ADUs within the City, and to further regulate the permitting and construction of ADUs. Currently, the State allows for ADUs to be a maximum of 1,200 square feet, but allows for local ordinances to restrict the maximum to 850 square feet or 1,000 square feet for ADUs that are two bedrooms and larger.

Agenda Item Prepared By: Ian McAleese, Assistant Planner

ATTACHMENTS:

Ordinance No. 1242

ORDINANCE NO. 1242

AN ORDINANCE OF THE CITY OF SOUTH EL MONTE AMENDING SOUTH EL MONTE MUNICIPAL CODE CHAPTER 17.38 "ACCESSORY DWELLING UNITS" TO CONFORM WITH STATE LAW

WHEREAS, the State of California passed three bills that amended Government Code Sections 65852.2 and 65852.22 that regulate Accessory Dwelling Units ("ADU") that went into effect January 1, 2020; and

WHEREAS, this code amendment will implement State requirements to the City's Zoning Code to bring it up to date with State regulations.

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

SECTION 1: Proposed Zone Text Amendment (No. 20-01) amends Chapter 17.38 "Accessory Dwelling Units" of the South El Monte Municipal Code to adopt State mandated code updates.

SECTION 2: On February 18, 2020, the Planning Commission held a duly noticed public hearing to consider the proposed Zone Text Amendment (No. 20-01). Following the public hearing, the Planning Commission adopted Resolution No. 20-01 recommending that the City Council adopt the Zone Text Amendment proposed herein.

SECTION 3: After holding a duly noticed public hearing on March 10, 2020, the City Council introduced Ordinance No. 1242.

SECTION 4: CEQA. The City, as the Lead Agency, determined that the proposed text amendment is exempt from further review under the California Environmental Quality Act (California Public Resources Code §§ 21080.17, et seq., "CEQA") and the regulations promulgated thereunder (14 California Code of Regulations §§ 15000, et seq., the "CEQA Guidelines"), because the Act is not applicable to local ordinances regulating construction of dwelling units and second units.

SECTION 5: Based upon the foregoing, the City Council hereby amends SEMMC Section 17.38 (Accessory Dwelling Units) to read in its entirety as follows:

"Chapter 17.38 - ACCESSORY DWELLING UNITS"

17.38.010 - Intent and Purpose.

The purpose of the accessory dwelling unit Ordinance is to comply with State Law. The ordinance provides for accessory dwelling units in certain areas and on lots developed or proposed to be developed with single-family or multi-family dwellings. Such accessory dwellings are allowed because they can contribute needed housing to the community's housing stock. Accessory dwelling units provide housing for family members, students, the elderly, in-home health care providers, the disabled, renters, and homeowners who create accessory dwelling units.

In addition, the ordinance provides a mechanism to grant legal status to existing illegally constructed accessory units in single family neighborhoods. By encouraging legalization, safe dwellings may be added to the city's existing housing supply.

17.38.020 - Definitions.

1. "Accessory dwelling unit" means an attached or a detached residential dwelling unit which provides complete independent living facilities for one or more persons and is located on a lot with a proposed or existing primary residence. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family or multifamily dwelling is or will be situated. An accessory dwelling unit also includes the following:
 - a. An efficiency unit, as defined in Section 17958.1 of the Health and Safety Code.
 - b. A manufactured home, as defined in Section 18007 of the Health and Safety Code.
2. "Accessory structure" means a structure that is accessory and incidental to a dwelling located on the same lot.
3. "Junior accessory dwelling unit" means a unit that is no more than 500 square feet in size and contained entirely within an existing single-family structure. A junior accessory dwelling unit may include separate sanitation facilities, or may share sanitation facilities with the existing structure.
4. "Living area" means the interior habitable area of a dwelling unit, including basements and attics, but does not include a garage or any accessory structure.
5. "Passageway" means a pathway that is unobstructed clear to the sky and extends from a street to one entrance of the accessory dwelling unit.
6. "Public transit" means a location, including, but not limited to, a bus stop or train station, where the public may access buses, trains, subways, and other forms of transportation that charge set fares, run on fixed routes, and are available to the public.
7. "Tandem parking" means that two or more automobiles are parked on a driveway or in any other location on a lot, lined up behind one another.

17.38.030 - Applicability

1. Any construction, establishment, alteration, enlargement, or modification of an accessory dwelling unit shall comply with the requirements of this section.
2. The director or his designee shall review and approve, conditionally approve, or deny ministerial permits for accessory dwelling units conforming to the

provisions of this section within the time limits specified by Government Code Sections 65852.2 and 65852.22 or successor provisions.

17.38.040 - Location and Operational Standards.

1. One accessory dwelling unit may be constructed on any legal parcel in areas zoned to allow single-family or multifamily dwellings.
2. One junior accessory dwelling unit may be constructed on any legal parcel in any single family residential zones.
3. Accessory dwelling units shall only be built when there is an existing or proposed single-family or multi-family residence (e.g., primary residence) on the site. Junior accessory dwelling units shall only be built when there is an existing or proposed single-family residence on the site. If a site is vacant, an accessory dwelling unit may be constructed at the same time as a primary residence.
4. The accessory dwelling unit may be attached to the primary residence, located within the living area of the primary residence, or detached from the primary residence and located on the same lot as the existing dwelling.
5. Any rental term of the accessory dwelling unit shall be longer than thirty days.
6. The accessory dwelling unit may not be sold separately from the single-family home.
7. Prior to issuance of a building permit for the accessory dwelling unit or junior accessory dwelling unit, the owner shall record a covenant in a form approved by the city to notify subsequent owners of the requirements of this chapter, as follows:
 - a. For any accessory dwelling unit, the owner shall record a deed restriction, which shall run with the land, using a form to be provided by the City, memorializing the following:
 - i. The accessory dwelling unit shall not be sold or owned separately from the primary residence, and the property shall not be subdivided in any manner which would authorize such separate sale or ownership;
 - ii. Neither the primary residence nor the accessory dwelling unit may be rented for a period of less than 30 days;
 - b. For any junior accessory dwelling unit, the owner shall record a deed restriction, which shall run with the land, using a form to be provided by the City, memorializing the following:
 - i. The junior accessory dwelling unit shall not be sold or owned separately from the primary residence, and the property shall not

be subdivided in any manner which would authorize such separate sale or ownership;

- ii. The junior accessory dwelling unit shall not exceed the size and attributes set forth in this chapter and Government Code section 65852.22, including any future amendments thereto;
- iii. Either the primary residence or the junior accessory dwelling unit must be owner-occupied at all times as required by State Law, unless the owner is another governmental agency, land trust, or housing organization;

- 8. Accessory dwelling units do not count toward the density requirements in the General Plan or zoning regulations.

17.38.050 - Development standards.

The following standards apply to all accessory dwelling units:

- 1. An accessory dwelling unit with one or fewer bedrooms shall not be more than eight hundred and fifty square feet in gross floor area and an accessory dwelling unit with two or more bedrooms shall not be more than one thousand square feet in gross floor area. Additionally, the floor area of an attached accessory dwelling unit shall not be more than fifty percent of the existing living area (i.e. all fully enclosed area, excluding an attached garage) of the primary dwelling.
 - a. For any primary dwelling with an existing living area of 1,600 square feet or less, an attached accessory dwelling unit with a maximum gross floor area of 800 square feet shall be allowed.
- 2. A detached accessory dwelling unit shall be limited to a height of one story if the primary residence is one story, or limited to two story if the primary residence is two story. Both attached and detached accessory dwelling units shall not exceed the height of the primary residence.
- 3. A detached accessory dwelling unit shall be located behind the rear building line of the primary residence.
- 4. A minimum building separation of six feet shall be maintained (eave to eave) between the primary residence and a detached accessory dwelling unit as required in Section 17.26.060. A minimum building separation of ten feet shall be maintained (eave to eave) from the entrance of an accessory dwelling unit if it is facing the wall of another structure on the property.
- 5. The color, material and texture of the roof, exterior walls, fenestration, and architectural feature of an accessory dwelling unit shall be architecturally compatible with the primary dwelling unit and adjacent properties. The roof pitch of a second unit shall match the roof pitch of the primary dwelling unit.

6. Setbacks for detached accessory dwelling units. The side-yard and rear-yard setback for detached accessory dwelling units shall be no less than three feet in accordance with the Uniform Building Code. Accessory units higher than one story shall provide side yard setbacks of four feet and rear yard setbacks of four feet. If any portion of an accessory dwelling unit is located in front of the main building, then the front and side yard setbacks shall be the same as a main building in the zoning district. Accessory dwelling units are not eligible for variances to setbacks.
7. No setback shall be required for an existing structure that is converted to an accessory dwelling unit unless it is required to provide sufficient fire safety as required by City Code.
8. Setbacks for a newly constructed attached accessory dwelling units shall meet the same setbacks as the main building in the zoning district or four feet, whichever is less.
9. Notwithstanding the requirements and standards above, accessory dwelling units that meet all of the following criteria shall be permitted on all residential zoning districts on a lot with an existing single-family or multi-family residence:
 - a. The accessory dwelling unit is contained within a legally constructed existing space (i.e. a fully enclosed area, including a garage) of the primary dwelling or accessory structure.
 - b. There is an independent exterior access from the existing residence.
 - c. Side and rear setbacks are sufficient for fire safety.
 - d. All applicable building and safety codes are met.
 - e. Only one accessory dwelling unit or one junior accessory dwelling unit will exist on the site.

The following standards apply only to junior accessory dwelling units:

10. Either the primary residence or the junior accessory dwelling unit must be owner-occupied at all times as required by State Law, unless the owner is another governmental agency, land trust, or housing organization.
11. A junior accessory dwelling unit shall not be more than 500 square feet in size and contained entirely within an existing or proposed single-family structure.
12. The entrance to a junior accessory dwelling unit must be separate from the main entrance to the structure.
13. A junior accessory dwelling unit may include separate sanitation facilities, or may share sanitation facilities with the existing structure.

14. A junior accessory dwelling unit shall include an efficiency kitchen, which shall include all of the following:

- a. A cooking facility with appliances.
- b. A food preparation counter and storage cabinets that are of reasonable size in relation to the size of the junior accessory dwelling unit.

Parking Requirements:

15. One parking space shall be provided on-site for the accessory dwelling unit. The on-site parking space required for the accessory dwelling unit may be provided as covered, uncovered, or as tandem parking on an existing driveway.

- a. Exception. No additional parking space is required for an accessory dwelling unit if it meets any of the following conditions:
 - i. The accessory dwelling unit is located within one-half mile walking distance of public transit;
 - ii. The accessory dwelling unit is located within an architecturally and historically significant historic district.
 - iii. The accessory dwelling unit is part of the proposed or existing primary residence or an accessory structure.
 - iv. When on-street parking permits are required but not offered to the occupant of the accessory dwelling unit.
 - v. When there is a car share vehicle located within one block of the accessory dwelling unit.

16. An accessory dwelling unit shall share the driveway with the existing primary residence on the site. A second driveway shall only be allowed from an alley, if there is an alley that serves the subject site.

17.38.060 – Exceptions

Ministerial approval shall apply for building permit applications that satisfy the following standards:

- 1. One accessory dwelling unit or junior accessory dwelling unit per lot with a proposed or existing single-family dwelling if all of the following apply:
 - a. The accessory dwelling unit or junior accessory dwelling unit is within the proposed space of a single-family dwelling or existing space of a single-family dwelling or accessory structure and may include an expansion of not more than 150 square feet beyond the same physical dimensions as the existing accessory structure. An expansion beyond the physical dimensions

- of the existing accessory structure shall be limited to accommodating ingress and egress.
- b. The space has exterior access from the proposed or existing single-family dwelling.
 - c. The side and rear setbacks are sufficient for fire and safety.
 - d. The junior accessory dwelling unit complies with the requirements of Section 65852.22.
2. One detached, new construction, accessory dwelling unit that does not exceed four-foot side and rear yard setbacks for a lot with a proposed or existing single-family dwelling. The accessory dwelling unit may be combined with a junior accessory dwelling unit described in subparagraph (1), and comply with the following standards:
- a. A total floor area limitation of not more than 800 square feet.
 - b. A height limitation of 16 feet.
3. Multiple accessory dwelling units within the portions of existing multifamily dwelling structures that are not used as livable space, including, but not limited to, storage rooms, boiler rooms, passageways, attics, basements, or garages, if each unit complies with state building standards for dwellings.
- a. One accessory dwelling unit within an existing multifamily dwelling is allowed up to 25 percent of the existing multifamily dwelling units.
4. Not more than two accessory dwelling units that are located on a lot that has an existing multifamily dwelling, but are detached from that multifamily dwelling and are subject to a height limit of 16 feet and four-foot rear yard and side setbacks.”

SECTION 6: The City Clerk shall attest and certify to the passage and adoption of this Ordinance.

PASSED, APPROVED, AND ADOPTED this 24th day of March, 2020.

Gloria Olmos, Mayor

ATTEST:

Rose Juarez, City Clerk

APPROVED AS TO FORM:

Anthony R. Taylor, City Attorney

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

I, Rose Juarez, City Clerk of the City of South El Monte, do hereby certify that the foregoing Ordinance, being Ordinance No. 1242, 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 24th day of March 2020, and that said Ordinance was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Rose Juarez, City Clerk



City Council Agenda Report

**Agenda
Item No.
7.d.**

DATE: March 24, 2020

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

APPROVED AS TO FORM: Anthony R. Taylor, City Attorney

SUBMITTED BY: Rene Salas, Public Works Director

SUBJECT: ADOPT RESOLUTION NO. 20-26, APPROVING AMENDMENT NO. 2 TO THE AGREEMENT BETWEEN THE CITY AND ST. FRANCIS ELECTRIC, LLC FOR TRAFFIC SIGNAL MAINTENANCE SERVICES, EXTENDING THE AGREEMENT FOR THREE ADDITIONAL YEARS AND INCREASING COMPENSATION BY \$135,000 FOR A NEW NOT-TO-EXCEED AMOUNT OF \$241,000

SUMMARY: On September 14, 2017, the City issued a Request for Proposals (RFP) for Traffic Signal Maintenance Services. On March 13, 2018, the City Council awarded a contract to St. Francis Electric, LLC ("Agreement") for a term of two (2) years, for an annual not-to-exceed amount of \$45,000, with an option to renew for three (3) additional years. On March 26, 2019, the City Council approved Amendment No. 1 approving an increase in compensation terms for the first year by \$18,000 as a faulty and irreparable traffic signal electric cabinet required replacement. Staff now seeks to amend the Agreement a second time, in order to extend the Term of the Agreement by three years and increase the not-to-exceed amount accordingly.

RECOMMENDATION: Staff recommends that the City Council adopt Resolution No. 20-26 approving Amendment No. 2 to the Agreement between the City and St. Francis Electric, LLC for traffic signal maintenance services, extending the Agreement for three additional years and increasing compensation terms by \$135,000 for a new not-to-exceed amount of \$241,000.

FISCAL IMPACT: An increase of \$135,000 in compensation will be required for the extended period in services. Sufficient funding was budgeted in the approved FY 2019/20

Budget for traffic signal maintenance services. Funding for traffic signal maintenance services for upcoming fiscal years will be appropriately budgeted for each respective budget year.

DISCUSSION: St. Francis Electric, LLC provides routine, preventative maintenance of the City's traffic signals on a monthly basis and on-call trouble-shooting responses or repairs to inoperable or damaged units. They are reliable, quick to respond to call outs, take the appropriate measures to communicate assessed damages, and obtain approvals for required repairs. Turnaround time for repairs is minimal, reducing overall downtime and potential traffic delays associated with inoperable units.

Staff recommends that the City Council adopt Resolution No. 20-26 approving Amendment No. 2 to the Agreement between the City and St. Francis Electric, LLC for traffic signal maintenance services, extending the Agreement for three additional years and increasing the total compensation by \$135,000 for a new not-to-exceed amount of \$241,000.

Agenda Item Prepared By: Monica Heredia, Public Works Analyst

ATTACHMENTS:

Attachment A - Resolution No. 20-26

Attachment B - Amendment No. 2

ATTACHMENT A

RESOLUTION NO. 20-26

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL APPROVING AMENDMENT NO. 2 TO THE AGREEMENT BETWEEN THE CITY AND ST. FRANCIS ELECTRIC, LLC FOR TRAFFIC SIGNAL MAINTENANCE SERVICES, EXTENDING THE AGREEMENT FOR THREE ADDITIONAL YEARS AND INCREASING COMPENSATION BY \$135,000 FOR A TOTAL NOT-TO-EXCEED AMOUNT OF \$241,000

WHEREAS, on March 13, 2018, the City entered into a two-year agreement (“Agreement”) with St. Francis Electric, LLC (“St. Francis”) to provide traffic signal maintenance services (“Services”); and

WHEREAS, on March 26, 2019, the City and St. Francis entered into an amendment to the Agreement in order to increase the yearly sum for FY 2018-2019 to \$61,000, bringing the total not-to-exceed contract amount to \$106,000, in order to pay for the replacement of an electrical cabinet; and

WHEREAS, the City and St. Francis now desire to amend the Agreement to extend the Term of the Agreement until April 1, 2023, and increase the compensation terms to fund the Services for the additional three-year period, equating to \$135,000, for a total not-to-exceed contract amount of \$241,000.

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

SECTION 1. The City Council hereby authorizes and directs the City Manager to execute Amendment No. 2 in substantially the form attached as Attachment B to the March 24, 2020 staff report accompanying this Resolution. The Council further directs the City Manager to take all actions necessary to effectuate Amendment No. 2.

SECTION 2. The City Clerk shall certify to the passage and adoption of this Resolution.

PASSED, APPROVED AND ADOPTED this 24th day of March 2020.

[SIGNATURES ON FOLLOWING PAGE]

Gloria Olmos, Mayor

ATTEST:

Rose Juarez, 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. 20-26 was passed and approved by the City Council of the City of South El Monte, at a regular meeting of said Council held on 24th day of March, 2020 and that said Resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Rose Juarez, City Clerk

ATTACHMENT B

AMENDMENT NO. 2

TO AGREEMENT FOR TRAFFIC SIGNAL MAINTENANCE SERVICES

THIS AMENDMENT TO THE AGREEMENT FOR TRAFFIC SIGNAL MAINTENANCE SERVICES (“Amendment”) by and between the **CITY OF SOUTH EL MONTE** (“City”) and **ST. FRANCIS ELECTRIC, LLC**, a California corporation (“Consultant”) is effective as of March 24, 2020.

RECITALS

A. City and Consultant entered into that certain Agreement for Contractual Services dated March 13, 2018 (“Agreement”) whereby Contractor agreed to provide traffic signal maintenance services until April 1, 2020 for a yearly sum of \$45,000.

B. On March 26, 2019, City and Consultant entered into an Amendment to the Agreement in order to increase the yearly sum for FY 2018-2019 to \$61,000, bringing the total not-to-exceed contract amount to \$106,000.

B. City and Consultant now desire to amend the Agreement to extend the Term of the Agreement until April 1, 2023, and increase the compensation terms by \$135,000 to fund the Services for the additional three-year period, for a total not-to-exceed contract amount of \$241,000.

TERMS

1. **Contract Changes.** The Agreement is amended as provided herein. Deleted text is indicated in ~~strike through~~ and added text in ***bold italics***.

a. Section 2, Term of Agreement, is hereby amended as follows:

“The term of this Agreement shall be from the Effective Date of April 1, 2018, for a term of ~~five two~~ years through ***April 1, 2023***, ~~April 1, 2020, with an option to extend an additional (3) three years if services are deemed to be satisfactory or~~ unless sooner terminated as provided in Section 12 of this Agreement.”

b. Section 3, Compensation, subsection A, is hereby amended as follows:

“As full compensation for Consultant’s Services provided under this Agreement, City shall pay Consultant a sum not-to-exceed \$61,000 for the first year (April 1, 2018 through April 1, 2019) and a sum not-to-exceed \$45,000 for ***each subsequent year, for a total not-to-exceed contract amount of \$241,000*** ~~the second year (April 2, 2019 through April 1, 2020)~~ (collectively, the “Maximum Compensation”), as set forth the Approved Fee Schedule attached hereto as **Exhibit B**.”

c. Exhibit B, Approved Fee Schedule, is hereby replaced in its entirety with Exhibit B First Amended, attached hereto.

d. Exhibit D, City Intersection and Flashing Beacon List, is hereby replaced in its entirety with Exhibit D First Amended, City Intersection and Flashing Beacon List, attached hereto.

2. **Continuing Effect of Agreement.** Except as amended by this Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by this Amendment to the Agreement.

3. **Affirmation of Agreement; Warranty Re Absence of Defaults.** City and Consultant each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each party represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

Consultant represents and warrants to City that, as of the date of this Amendment, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Consultant that, as of the date of this Amendment, Consultant is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

4. **Adequate Consideration.** The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.

5. **Authority.** The persons executing this Amendment 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 Amendment on behalf of said party, (iii) by so executing this Amendment, such party is formally bound to the provisions of this Amendment, and (iv) the entering into this Amendment does not violate any provision of any other agreement to which said party is bound.

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

CITY OF SOUTH EL MONTE, a municipal corporation

Gloria Olmos, Mayor

ATTEST:

Rose Juarez, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

Anthony R. Taylor, City Attorney

CONSULTANT:

St. Francis Electric, LLC, a California corporation

By: _____
Name: Guy Smith
Title: Vice President

By: _____
Name:
Title:

Address:
975 Carden Street
San Leandro, CA 94577

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2020 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

☐
☐

INDIVIDUAL
CORPORATE OFFICER

TITLE(S)

☐
☐
☐
☐
☐

PARTNER(S) ☐ LIMITED
GENERAL

ATTORNEY-IN-FACT
TRUSTEE(S)
GUARDIAN/CONSERVATOR
OTHER _____

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2020 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☐ CORPORATE OFFICER

TITLE(S)

☐ PARTNER(S) ☐ LIMITED
☐ GENERAL

☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER _____

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT B
FIRST AMENDED
APPROVED FEE SCHEDULE

Consultant shall provide the Services at the following rates:

Preventative Maintenance Services*	Flat Rate	Frequency
Traffic Signal Maintenance (per intersection)	\$ 79.50	6 times per year, every other month
Flashing Beacon Assemblies (per intersection)	\$ 27.75	6 times per year, every other month
USA-DIG Alert Services (per intersection)	\$ 235.00	Per occurrence

On-Call Response Services	Hourly Rate
Technician (Regular**)	\$ 99.00
Technician (Overtime)	\$ 132.00
Technician (Premium, Sunday, and Holidays)	\$ 165.00
Bucket Truck	\$ 32.00
Equipment (Crane)	\$ 70.00
Equipment (Jack Hammer / Compressor)	\$ 10.00

* There are currently 21 signalized intersections and 5 flashing beacon assemblies maintained by the City.

** Consultant will bill the City at the Regular rate for the first eight hours performed on a given day, excluding Sundays and Holidays. For hours worked over eight hours but less than twelve hours in a given day, Consultant will bill the City at the Overtime rate. For all hours worked over twelve hours and for any hours worked on Sundays and Holidays, Consultant will bill at the Premium rate.

Additional signalized intersections or flashing beacon assemblies to be maintained via this Agreement must be authorized by the City Manager, Public Works Director, or designee. The collective amount of any charges associated with additionally maintained equipment for Preventative Maintenance Services, and that of supplies materials, and/or equipment in relation to repair work for On-Call Response Services, shall not exceed the Maximum Compensation.

EXHIBIT D
FIRST AMENDED
CITY INTERSECTION AND FLASHING BEACON LIST

LIST OF INTERSECTIONS

1. Garvey Avenue & Chico Avenue
2. Garvey Avenue & Potrero Avenue
3. Garvey Avenue and Lee Avenue
4. Rush Street & Chico Avenue
5. Rush Street & Potrero Avenue
6. Rush Street & Merced Avenue
7. Rush Street & Central Avenue
8. Rush Street & Santa Anita Avenue
9. Rush Street & Tyler Avenue
10. Rush Street & Peck Road
11. Durfee Avenue & Peck Road (AKA Rush/Durfee & Peck/Durfee)
12. Durfee Avenue & Thienes Avenue (AKA Peck/Thienes)
13. Durfee Avenue & Michael Hunt Drive (AKA Peck/Hunt)
14. Tyler Avenue & Klingerman Street
15. Tyler Avenue & Santa Anita Avenue
16. Santa Anita Avenue & Central Avenue
17. Santa Anita Avenue & Michael Hunt Dr (AKA Santa Anita/Vacco)
18. Santa Anita Avenue & Klingerman Street
19. Santa Anita Avenue & Fern / Elliott
20. Michael Hunt Drive & Lidcombe Avenue (Pedestrian Signal)
21. Central Avenue & Lerma Avenue (Pedestrian Signal)
22. Garvey Avenue & Lashbrook Avenue (Pedestrian Signal)
23. Central Avenue @ Mary Van Dyke Park (Pedestrian Signal)
24. Lerma Avenue @ Millet Avenue (Pedestrian Signal)
25. Thienes Avenue @ Maxson Road (Pedestrian Signal)
26. Merced Avenue & Alesia Street (Pedestrian Signal)



City Council Agenda Report

**Agenda
Item No.
7.e.**

DATE: March 24, 2020

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

APPROVED AS TO FORM: Anthony R. Taylor, City Attorney

SUBMITTED BY: Rene Salas, Public Works Director

SUBJECT: ADOPT RESOLUTION NO. 20-27, AWARDING THE
CONSTRUCTION CONTRACT FOR THE SENIOR
CENTER WOMEN & MEN'S RESTROOM RENOVATION
PROJECT

SUMMARY: On January 29, 2020 the Engineering Department solicited bids for the Senior Center Women & Men's Restroom Renovation Project ("Project"). The work includes men's and women's restroom rehabilitation at Senior Center facility located at 1556 Central Avenue. The lowest responsive bid was submitted by Urban Professional Builders, Inc. in the amount of \$76,800.

RECOMMENDATION: Staff recommends that the City Council adopt Resolution No. 20-27, awarding the Senior Center Women & Men's Restroom Renovation Project contract to Urban Professional Builders, Inc. in the amount of \$76,800, approving a 10% contingency amount of \$7,680.

FISCAL IMPACT: Total Project funding is \$150,000 in CDBG funds. The established budget is as follows:

Bid Amount to be Awarded:	\$76,800.00
Construction Contingency Budget allowance authorization for staff to utilize for unforeseen conditions as necessary (10%):	\$7,680.00
Construction Budget:	\$84,480.00
Project Management and Administration (10% of Construction Budget):	\$8,448.00
Total Budget:	\$92,928.00

DISCUSSION: The Project includes renovation of existing women and men's restroom facilities at the Senior Center including accessibility improvements and replacement of fixtures including restroom partitions, toilets, urinals, sinks, and other related improvements. The specification indicates that the awarded contractor will complete all work within forty (40) working days.

On October 22, 2019, City Council authorized advertisement of Notice Inviting Bids for the Project.

Staff coordinated bid advertisement, and advertised the Notice Inviting Bids in a local newspaper (San Gabriel Valley Tribune) twice, once on October 28, 2019, and again on November 4, 2019. Additionally, staff sent the Notice Inviting Bids to 11 electronic plan rooms for electronic advertisement.

Only one bid was received by the City at the Bid Opening held on November 13, 2019, at 11:00 AM. Since the Project involves federal funds, after required coordination with LACDC and due to federal competitive bid requirements, it became necessary to re-advertise the Notice Inviting Bids to receive more bids.

On January 14, 2020, City Council rejected the bids and authorized re-advertisement of Notice Inviting Bids for the Project.

On February 19, 2020 at 11:00 am, the following five (5) bids were received by the City:

Bidder Name (from low to high)	Bid Amount
Urban Professional Builders, Inc.	\$76,800.00
GDL Best Contractors, Inc.	\$78,200.00
R Dependable Const., Inc.	\$86,442.00
Corral Construction & Development Inc.	\$89,998.00
RS Construction & Development, Inc.	\$97,875.00

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

ATTACHMENTS:

[Attachment A - Resolution No. 20-27](#)

[Attachment B - Bid Submitted by Urban Professional Builders](#)

Attachment C - Bid Analysis

Attachment D - Construction Contract

ATTACHMENT A

RESOLUTION NO. 20-27

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL
AWARDING THE CONSTRUCTION CONTRACT FOR THE
SENIOR CENTER WOMEN & MEN'S RESTROOM RENOVATION
PROJECT

WHEREAS, the City of South El Monte ("City") desires to improve existing women & men's restrooms at the Senior Center; and

WHEREAS, the City solicited bids for the Senior Center Women & Men's Restroom Renovation Project ("Project"), on January 29, 2020, and only received one responsive bidder; and

WHEREAS, in order to comply with federal bidding requirements, on January 14, 2020, the City Council rejected all bids on the Project, and authorized the re-advertisement of the Notice Invading Bids; and

WHEREAS, the City received five (5) bids for the Project on February 19, 2020; and

WHEREAS, following a bid analysis, the City has determined that Urban Professional Builders, Inc. is the lowest responsive bidder; and

WHEREAS, the bid amount was in the amount of \$76,800, including a 10% contingency amount of \$7,680, and with Project Management of \$8,448.00, the total budget of the Project is \$92,928.00.

WHEREAS, the City Council now wishes to award the Project to Urban Professional Builders, Inc.

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

SECTION 1: The City Council of South El Monte hereby adopts and approves the plans and specifications for Project No. 251 (Senior Center Women & Men's Restroom Renovation Project), with respect to design and criteria. Copies of the plans and specifications are on file in the City's Engineering Department.

SECTION 2: 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 Urban Professional Builders, Inc. has submitted the lowest responsive bid for the Project, in the amount of \$76,800.

SECTION 3. The City Council hereby approves \$92,928.00 in CDBG funds for the Project. The budget for the Project shall include \$76,800 for the agreement with Urban Professional Builders authorized herein, 10% construction contingency budget allowance for the

City's use in the event of unforeseen circumstances in the amount of \$7,680, and City costs related to project management and administration of the Project in the amount of \$8,448.

SECTION 4. The City Council hereby authorizes and directs the City Manager to execute a construction agreement with Urban Professional Builders, Inc. in the amount of \$76,800, including a 10% contingency amount of \$7,680, for the Project, subject to 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 24th day of March, 2020.

Gloria Olmos, Mayor

ATTEST:

Rose Juarez, 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. 20-27 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 24th day of March, 2020, and that said Resolution was adopted by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Rose Juarez, City Clerk

ATTACHMENT B

CHECKLIST FOR BIDDERS

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

- ☒ Completed and Signed Bid Cover Form (Page B-2 and B-3)
- ☒ Completed and Signed Bid Sheets (Page B-4 thru B-9)
- ☒ Completed, Signed and Notarized Questionnaire (Page B-10 thru B-13)
- ☒ Completed References Form (Page B-14 thru B-17)
- ☒ Resume of General Construction Superintendent/On-Site Construction Manager (Page B-18)
- ☒ Completed Subcontractor Designation Form (Page B-19)
- ☒ Completed and Signed Industrial Safety Record Form (Page B-20)
- ☒ Completed, Signed and Notarized Bid Bond or Other Security Form (Page B-21 and B-22)
- ☒ Signed and Notarized Noncollusion Declaration Form (Page B-23)
- ☒ Evidence satisfactory to the City indicating the capacity of the person(s) signing the Bid to bind the Bidder
- ☒ Completed and signed Non-Segregated Facilities Certification (Page B-25)
- ☒ Completed and signed Past Performance Certification (Page B-26)
- ☒ Completed and signed County Lobbyist Certification (Page B-27)
- ☒ Completed and signed Worker's Compensation Certification (Page B-28)
- ☒ Bidder's List of Subcontractors (Page B-29)
- ☒ Completed and signed Request for Additional Classification and Rate (Page B-30)
- ☒ Completed and signed Notice of Equal Employment Opportunity Commitment (Page B-31)
- ☒ Federal Lobbyist Certification (Page B-32)
- ☒ Certification for Applicable Fringe Benefit Payments (Page B-33)
- ☒ Federal Wage Rates (Page FWD-1 thru FWD-28)

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

BID

CITY OF SOUTH EL MONTE

SENIOR CENTER WOMEN & MEN'S RESTROOM RENOVATION PROJECT

**LACDA Project No.: 601985-18
City Project No.: 251**

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. N/A Date: _____
Addendum No. _____ Date: _____
Addendum No. _____ Date: _____
Addendum No. _____ Date: _____

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

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

City of South El Monte

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 1005085, Class B, which expires on 6/30/2021.

Bidder's Name: Urban Professional Builders INC

Signature: Naji Khalil Title: owner Date: 2/17/2020
Signature: N/A Title: _____ Date: _____

CITY OF SOUTH EL MONTE

BID SHEETS FOR

SENIOR CENTER WOMEN & MEN'S RESTROOM RENOVATION PROJECT

Bidder's Name: Urban Professional Builders INC

To the Honorable Mayor and Members of the City Council:

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

BASE BID SCHEDULE					
ITEM NO	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICES	EXTENDED AMOUNT
MEN'S RESTROOM IMPROVEMENTS					
1	REMOVE EXISTING SINK, COUNTER AND CABINET. FURNISH AND INSTALL (1 EA) NEW ACCESSIBLE SINK FROM AMERICAN STANDARD (WWW.AMERICANSTANDARD-US.COM/) INCLUDING WASTE LINES AND WATER SUPPLY LINES AND INSTALL NEW CABINET AND COUNTER TO MATCH EXISTING. COLOR AND FINISH TO BE DETERMINED BY THE CITY.	1	LS	\$ <u>7,000⁻</u>	\$ <u>7,000⁻</u>
2	REMOVE EXISTING FAUCETS. FURNISH AND INSTALL (1 EA) CHICAGO HTYRNIC TRADITIONAL FAUCETS, MODEL 116.101.AB.1 OR CITY APPROVED EQUAL.	1	LS	\$ <u>1,000⁻</u>	\$ <u>1,000⁻</u>
3	REMOVE EXISTING MIRROR. FURNISH AND INSTALL (1 EA) BOBRICK B-290 2448 GLASS MIRROR WITH STAINLESS STEEL ANGLE FRAME OR CITY APPROVED EQUAL.	1	LS	\$ <u>400⁻</u>	\$ <u>400⁻</u>
4	REMOVE EXISTING (1 EA) URINAL INCLUDING PARTITION, WASTE LINE AND WATER SUPPLY LINE INCLUDING WALL REPAIR AS NEEDED.	1	LS	\$ <u>700⁻</u>	\$ <u>700⁻</u>
5	REMOVE EXISTING TOILET PARTITION.	1	LS	\$ <u>400⁻</u>	\$ <u>400⁻</u>
6	REMOVE EXISTING GRAB BARS. FURNISH AND INSTALL (1 EA) BOBRICK, MODEL B5806 1-1/4" DIAMETER STAINLESS STEEL GRAB BARS WITH SNAP FLANGE.	1	LS	\$ <u>500⁻</u>	\$ <u>500⁻</u>

BASE BID SCHEDULE					
ITEM NO	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICES	EXTENDED AMOUNT
7	REMOVE EXISTING (1 EA) TOILET. FURNISH AND INSTALL (1 EA) NEW ACCESSIBLE FLOOR MOUNTED TOILET SYSTEM (AMERICAN STANDARD, MODEL 3451.528.020 FLOOR MOUNT MADERA 1.28 GPF EVERCLEAN TOILET WITH SELECTRONIC BATTERY FLUSH VALVE INCLUDING AMERICAN STANDARD #5901.110T HEAVY DUTY OPEN FRONT LESS COVER (OR CITY APPROVED EQUAL). COLOR SHALL BE WHITE. WORK INCLUDES RELOCATION OF PLUMBING (PIPES, FITTINGS, CLOSET RING, AND ALL OTHER APPURTENANCES AS NEEDED TO MEET NECESSARY ADA CLEARANCES).	1	LS	\$ <u>3,000⁻</u>	\$ <u>3,000⁻</u>
8	REMOVE EXISTING PAPER TOWEL DISPENSER. FURNISH AND INSTALL (1 EA) BOBRICK SURFACE MOUNTED PAPER TOWEL DISPENSER, MODEL B262 OR CITY APPROVED EQUAL.	1	LS	\$ <u>600⁻</u>	\$ <u>600⁻</u>
9	REMOVE EXISTING TOILET TISSUE DISPENSER. FURNISH AND INSTALL (1 EA) NEW BOBRICK, MODEL B2892 JUMBO TOILET TISSUE DISPENSER OR CITY APPROVED EQUAL.	1	LS	\$ <u>300⁻</u>	\$ <u>300⁻</u>
10	FURNISH AND INSTALL (1 EA) BOBRICK, MODEL B2250 FLOOR STANDING STAINLESS STEEL WASTE RECEPTACLE OR CITY APPROVED EQUAL.	1	LS	\$ <u>800⁻</u>	\$ <u>800⁻</u>
11	REMOVE EXISTING SEAT COVER DISPENSER. FURNISH AND INSTALL (1 EA) BOBRICK, MODEL B4221 CONTURA SERIES SEAT COVER DISPENSER OR CITY APPROVED EQUAL.	1	LS	\$ <u>200⁻</u>	\$ <u>200⁻</u>
12	REMOVE EXISTING SOAP DISPENSER. FURNISH AND INSTALL (1 EA) BOBRICK, MODEL B2013 AUTOMATIC SENSOR SOAP DISPENSER OR CITY APPROVED EQUAL.	1	LS	\$ <u>600⁻</u>	\$ <u>600⁻</u>
13	REPLACE EXISTING LIGHTING WITH NEW LED LIGHTING (BROWNLEE LIGHTING, MODEL 5020-48-WEC-48 SIZE-CPA), L=48", WHITE ENDCAPS, H32LED 2-H SERIES BOARDS, CLEAR PRISMATIC ACRYLIC OR CITY APPROVED EQUAL.	1	LS	\$ <u>600⁻</u>	\$ <u>600⁻</u>
14	REMOVE ALL EXISTING WALL TILES. FURNISH AND INSTALL (200 SF) DALTILE MUSHROOM BRIXTON 6" X 6" CERAMIC MULTI SURFACE WALL TILES INCLUDING UNIVERSAL BX10 DECORATIVE ACCENT BORDER. FINAL COLOR SHALL BE DETERMINED BY THE CITY.	1	LS	\$ <u>6,000⁻</u>	\$ <u>6,000⁻</u>

BASE BID SCHEDULE					
ITEM NO	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICES	EXTENDED AMOUNT
15	REMOVE ALL EXISTING FLOOR TILES. FURNISH AND INSTALL (100 SF) DALTILE (BX0312121P2) MUSHROOM BRIXTON MUSHROOM 2" X 2" CERAMIC MULTI SURFACE FLOOR TILES. FINAL COLOR SHALL BE DETERMINED BY THE CITY.	1	LS	\$ <u>3,000</u>	\$ <u>3,000</u>
16	PAINT RESTROOM WALL AND CEILING (300 SF) WITH DUNN EDWARDS INTERIOR EGGSHELL SPARTAWALL. PAINT COLOR TO BE DETERMINED BY THE CITY.	1	LS	\$ <u>1,000</u>	\$ <u>1,000</u>
17	REMOVE EXISTING DOOR INCLUDING JAM AND HARDWARE. FURNISH AND INSTALL NEW DOOR, JAM, AND HARDWARE TO MATCH SINGLE OCCUPANCY ACCESSIBLE RESTROOM STANDARDS.	1	LS	\$ <u>1,400</u>	\$ <u>1,400</u>
18	FURNISH AND INSTALL ADA ALL GENDER RESTROOM SIGNS.	1	LS	\$ <u>200</u>	\$ <u>200</u>
WOMEN'S RESTROOM IMPROVEMENTS					
19	REMOVE EXISTING SINK, COUNTER AND CABINET. FURNISH AND INSTALL (1 EA) NEW ACCESSIBLE SINK FROM AMERICAN STANDARD (WWW.AMERICANSTANDARD-US.COM/) INCLUDING WASTE LINES AND WATER SUPPLY LINES AND INSTALL NEW CABINET AND COUNTER TO MATCH EXISTING. COLOR AND FINISH TO BE DETERMINED BY THE CITY.	1	LS	\$ <u>7,000</u>	\$ <u>7,000</u>
20	REMOVE EXISTING FAUCETS. FURNISH AND INSTALL (1 EA) CHICAGO HTYRNIC TRADITIONAL FAUCETS, MODEL 116.101.AB.1 OR CITY APPROVED EQUAL.	1	LS	\$ <u>1,000</u>	\$ <u>1,000</u>
21	REMOVE EXISTING MIRROR. FURNISH AND INSTALL (1 EA) BOBRICK B-290 2448 GLASS MIRROR WITH STAINLESS STEEL ANGLE FRAME OR CITY APPROVED EQUAL.	1	LS	\$ <u>400</u>	\$ <u>400</u>
22	REMOVE EXISTING TOILET PARTITION. INSTALL NEW TOILET PARTITION FOR TWO TOILETS (1 WHEELCHAIR ACCESSIBLE AND 1 REGULAR TOILETS) COMPLETE FROM BOBRICK HPL SERIES, COLOR TO BE DETERMINED BY THE CITY.	1	LS	\$ <u>4,000</u>	\$ <u>4,000</u>
23	REMOVE EXISTING GRAB BARS. FURNISH AND INSTALL (1 EA) BOBRICK, MODEL B5806 1-1/4" DIAMETER STAINLESS STEEL GRAB BARS WITH SNAP FLANGE.	1	LS	\$ <u>500</u>	\$ <u>500</u>

City of South El Monte

BASE BID SCHEDULE					
ITEM NO	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICES	EXTENDED AMOUNT
24	REMOVE EXISTING (2 EA) TOILETS. FURNISH AND INSTALL (2 EA) NEW ACCESSIBLE FLOOR MOUNTED TOILET SYSTEM (AMERICAN STANDARD, MODEL 3451.528.020 FLOOR MOUNT MADERA 1.28 GPF EVERCLEAN TOILET WITH SELECTRONIC BATTERY FLUSH VALVE INCLUDING AMERICAN STANDARD #5901.110T HEAVY DUTY OPEN FRONT LESS COVER (OR CITY APPROVED EQUAL). COLOR SHALL BE WHITE. WORK INCLUDES RELOCATION OF PLUMBING (PIPES, FITTINGS, CLOSET RING, AND ALL OTHER APPURTENANCES AS NEEDED TO MEET NECESSARY ADA CLEARANCES).	1	LS	\$ <u>6,000⁻</u>	\$ <u>6,000⁻</u>
25	REMOVE EXISTING (1 EA) PAPER TOWEL DISPENSER. FURNISH AND INSTALL (1 EA) BOBRICK SURFACE MOUNTED PAPER TOWEL DISPENSER, MODEL B262 OR CITY APPROVED EQUAL.	1	LS	\$ <u>600⁻</u>	\$ <u>600⁻</u>
26	REMOVE EXISTING (2 EA) TOILET TISSUE DISPENSER. FURNISH AND INSTALL (2 EA) NEW BOBRICK, MODEL B2892 JUMBO TOILET TISSUE DISPENSER OR CITY APPROVED EQUAL.	1	LS	\$ <u>600⁻</u>	\$ <u>600⁻</u>
27	FURNISH AND INSTALL (1 EA) BOBRICK, MODEL B2250 FLOOR STANDING STAINLESS STEEL WASTE RECEPTACLE OR CITY APPROVED EQUAL.	1	LS	\$ <u>800⁻</u>	\$ <u>800⁻</u>
28	REMOVE EXISTING (2 EA) SEAT COVER DISPENSER. FURNISH AND INSTALL (2 EA) BOBRICK, MODEL B4221 CONTURA SERIES SEAT COVER DISPENSER OR CITY APPROVED EQUAL.	1	LS	\$ <u>400⁻</u>	\$ <u>400⁻</u>
29	REMOVE EXISTING SOAP DISPENSER. FURNISH AND INSTALL (1 EA) BOBRICK, MODEL B2013 AUTOMATIC SENSOR SOAP DISPENSER OR CITY APPROVED EQUAL.	1	LS	\$ <u>600⁻</u>	\$ <u>600⁻</u>
30	REPLACE EXISTING LIGHTING WITH NEW LED LIGHTING (BROWNLEE LIGHTING, MODEL 5020-48-WEC-48 SIZE-CPA), L=48", WHITE ENDCAPS, H32LED 2-H SERIES BOARDS, CLEAR PRISMATIC ACRYLIC OR CITY APPROVED EQUAL.	1	LS	\$ <u>600⁻</u>	\$ <u>600⁻</u>
31	REMOVE ALL EXISTING WALL TILES. FURNISH AND INSTALL (200 SF) DAL TILE MUSHROOM BRIXTON 6" X 6" CERAMIC MULTI SURFACE WALL TILES INCLUDING UNIVERSAL BX10 DECORATIVE ACCENT BORDER. FINAL COLOR SHALL BE DETERMINED BY THE CITY.	1	LS	\$ <u>6,000⁻</u>	\$ <u>6,000⁻</u>

BID

B-7

BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "BID"

BASE BID SCHEDULE					
ITEM NO	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICES	EXTENDED AMOUNT
32	REMOVE ALL EXISTING FLOOR TILES. FURNISH AND INSTALL (100 SF) DALTILE (BX0312121P2) MUSHROOM BRIXTON MUSHROOM 2" X 2" CERAMIC MULTI SURFACE FLOOR TILES. FINAL COLOR SHALL BE DETERMINED BY THE CITY.	1	LS	\$ <u>3,000⁻</u>	\$ <u>3,000⁻</u>
33	PAINT RESTROOM WALL AND CEILING (300 SF) WITH DUNN EDWARDS INTERIOR EGGSHELL SPARTAWALL. PAINT COLOR TO BE DETERMINED BY THE CITY.	1	LS	\$ <u>1,000⁻</u>	\$ <u>1,000⁻</u>
34	REMOVE EXISTING DOOR INCLUDING JAM AND HARDWARE. FURNISH AND INSTALL NEW DOOR, JAM, AND HARDWARE TO MATCH SINGLE OCCUPANCY ACCESSIBLE RESTROOM STANDARDS.	1	LS	\$ <u>1,400⁻</u>	\$ <u>1,400⁻</u>
35	FURNISH AND INSTALL ADA WOMEN RESTROOM SIGNS.	1	LS	\$ <u>200⁻</u>	\$ <u>200⁻</u>
36	CITY ESTABLISHED ALLOWANCE FOR ANY UNFORESEEN MECHANICAL, ELECTRICAL, AND PLUMBING REPAIRS/IMPROVEMENTS AS NEEDED. CITY MAY USE THIS ALLOWANCE AT ITS SOLE DISCRETION BASED ON FINAL FIELD CONDITIONS AND WITH FINAL COST NEGOTIATED AND ESTABLISHED ON FINAL AGREED SCOPE.	1	LS	\$15,000	\$15,000
TOTAL BASE BID AMOUNT IN DIGITS					\$ <u>76,800.00</u>

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.

TOTAL BASE BID PRICE IN DIGITS: \$ 76,800.00

TOTAL BASE BID PRICE IN WORDS: Seventy Six thousand and Eight Hundred dollars.

Signature: Naji Khalil

Title: Owner

Date: 2/17/2020

Signature: N/A

Title: _____

Date: _____

City of South El Monte

QUESTIONNAIRE FORM

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

- (1) Bidder's Name: Urban Professional Builders 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: 157 El Nido Av. Pasadena, CA 91107
- (4) Telephone: (310) 801 8302 Facsimile: N/A
- (5) Type of Firm – Individual, Partnership, LLC or Corporation: Corporation
- (6) Corporation organized under the laws of the State of: CA
- (7) California State Contractor's License Number and Class: 1005085-B
Original Date Issued: 6/30/2015 Expiration Date: 6/30/2021
- (8) DIR Contractor Registration Number: 10000 44349
- (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: Colton Khalil
Date of Inspection: 2/11/2020
- (10) Number of years' experience the company has as a contractor in construction work: 5
- (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:
Naji Haj-Khalil, owner, 157 El Nido Av. Pasadena
(310) 801 8302
N/A
Bid: CA
91107
- (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

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

N/A

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

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

N/A

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

N/A

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

N/A

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

NO

City of South El Monte

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

NO.

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

NO.

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

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

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

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:

N/A

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

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

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

Notary Public

Company

Subscribed and sworn to me:

BY NAJI HAJ-KHALIL

Signature: [Signature]

This 17th day of FEBRUARY, 20 20

Title: NOTARY PUBLIC

Signature: [Signature]

Signature: Naji Khalil

Title: owner

Date: 2/17/20

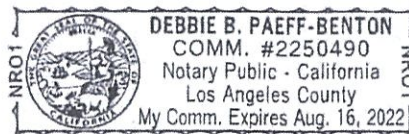
Signature: N/A

Title: _____

Date: _____

(SEAL)

Notary public or other officer completing this certificate certifies 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
Subscribed and sworn to (or affirmed) before me
on this 17th day of FEBRUARY, 20 20
by NAJI HAJ-KHALIL,
proved to me on the basis of satisfactory evidence
to be the person(s) who appeared before me.
Signature: [Signature]

City of South El Monte

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 Canyon Park Cabin
Project Description Remodeling a Cabin in the park.
Approximate Construction Dates From: Feb 2018 To: May 2018
Agency Name: The City of Monrovia
Contact Person: Sean Sullivan Telephone: (626) 932 5522
Address: 600 S. Mountain Ave. Monrovia, CA
Original Contract Amount: \$ 118,000 - Final Contract Amount: \$ 134,000 -

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

Extra work.

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 Electric Vehicles Charging Stations - GP-17002
Project Description Installation of Electric Vehicles charging stations
Approximate Construction Date From: April 2018 To: July 2018
Agency Name: The City of West Covina
Contact Person: Miguel Hernandez Telephone: (626) 827 1178
Address: 1444 West Garvey Av. ^(N.K.) South, West Covina, CA
Original Contract Amount: \$ 94,000 - Final Contract Amount: \$ 104,000 -

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

change orders and extra work.

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 CV Sports Medicine Building
Project Description Site work & utilities for a new modular bldg.
Approximate Construction Dates From: March 2019 To: August 2019
Agency Name: Glendale Unified School District.
Contact Person: Jeff Bohn Telephone: (818) 254 6526
Address: 349 W. Magnolia Av. Glendale, CA 91204
Original Contract Amount: \$ 534,000 Final Contract Amount: \$ 614,000

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

change orders and extra work.

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 4 Name/Number N/A

Project Description _____

Approximate Construction Dates From: _____ To: _____

Agency Name: _____

Contact Person: _____ Telephone: _____

Address: _____

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

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

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

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

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

Project 5 Name/Number _____

Project Description _____

Approximate Construction Dates From: _____ To: _____

Agency Name: _____

Contact Person: _____ Telephone: _____

Address: _____

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

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

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

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

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

Project 6 Name/Number _____

Project Description _____

Approximate Construction Dates From: _____ To: _____

Agency Name: _____

Contact Person: _____ Telephone: _____

Address: _____

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

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

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

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

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

RESUME

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

Andres Gordon Diaz

22943 Via Cereza

Mission Viejo, CA 92691

Ph. (949) 215-0106

e-mail: andres.diaz@urbanbuilders.com

Work History

Project Manager - RME

April 2015 – Present

Urban Professional Builders INC.

157 El Nido AV.

Pasadena, CA 91107

Estimator and project manager of commercial and public works construction projects. Responsibilities include bidding, estimating, management of subcontractors and field work. Also, preparation and updating of schedules, the submittal of periodic payment requests, and managing weekly project progress meetings.

Project Manager

October 2005 – April 2015

Valley Commercial Contractors, L.P.

General Manager - Dave Sosner & Bud Cummings

21110 Oxnard St.

Woodland Hills, CA 91367

Estimate and manage commercial construction projects. Aspects of work include pre-construction services, value engineering, estimating including trade-by-trade plan take-offs, producing schedules and schedule updates, coordination of the work, change orders, RFI's, project meeting oversight and preparation of minutes, submittals, close-out documents, record drawings, etc.

Managed projects:

CT Realty, Hutton Industrial Plaza, Riverside, CA, 2005

Contract Amount: 400K

FVVoit Development Services (Liberty Plaza LP), Liberty Plaza Building Renovation and Demising Project, Aliso Viejo, CA, 2006

Contract Amount: 700 K

Voit Development Services (Nelson Ave. Partners LP), Warehouse Buildings (2 each 30,000 SF tilt-up buildings w/ mezzanine office space), La Puente, CA, 2006-2007

Contract Amount: 4.5MM

Archdiocese of Los Angeles, Our Lady of Guadalupe Church - New Sanctuary Building, Irwindale, CA, 2007-2008

Contract Amount: 4MM

Lunarpages Inc., Lunarpages Warehouse TI, Addition of 2,000 SF of office space to existing warehouse building, Anaheim, CA, 2008

Contract Amount: 150 K

Retirement Housing Foundation (Olive & Hill St. Partners), Angelus Plaza Renovation, Los Angeles, CA, 2008-2011

Contract Amount: 45MM

Sam Pievac Company, Sam Pievac New Warehouse Office Addition, Chino Hills, CA, 2011

Contract Amount: 700K (PM and superintendent)

CV Wellness LP, CORE F.I.T. TI (new gym), Costa Mesa, CA, 2011 (current)

Contract Amount: 400K (PM and superintendent)

Asst. Project Manager

Valley Commercial Contractors, L.P.
21110 Oxnard St.
Woodland Hills, CA 91367

June 2005 – July 2007

General Manager - Dave Sosner

Assist in management of commercial construction projects. Includes: Working with the superintendent to coordinate the work, schedules and schedule updates, change orders, RFI's, material procurement, project meetings, take-off of materials, submittals, project close-outs.

Projects include: Capistrano U.S.D., C.U.S.D Ancillary Facility, San Juan Capistrano, CA 2005-2006
Contract Amount: 19MM
Sysco Foods, Fresh Point - La Puente Distribution Center, La Puente, CA 2006-2007

Contract Amount: 13MM

Project Manager

October 2001 – June 2005

ATEK Construction, Inc.
660 Baker St., Ste. 369
Costa Mesa, CA 92626

President - Eyad Khalil

Manage construction on various public works projects. Duties include: Schedules and schedule updates, working with the superintendent and subcontractors to coordinate the work, change orders, RFI's, material procurement, project meetings, material take-offs, submittals, project close-outs, negotiating subcontracts/ material pricing.

Clients include: Pasadena U.S.D., Whittier Union High School District, Hacienda-La Puente U.S.D., Fontana U.S.D., Anaheim Union High School District (a list of specific project managed can be provided upon request)

Asst. Project Manager

ATEK Construction, Inc.

July 1997 – October 2001

Vice President/ Project Manager - Eyad Khalil

Assist the Project Manager on several Public Work projects, duties also included attendance of numerous public works job walks and bid submissions.

Sr. Mainframe Ops. / Help Desk Support Mar. 1995 - July 1997

Mainframe Operator

Aug. 1993 - Mar. 1995

American Sterling Corp. (currently QBE First) Team Leader - Laurie Olsen

Reason for Leaving:

I left the company to pursue an opportunity in construction management.

Mailroom Clerk
American Sterling Corp.

Jan. 1993 - Aug. 1993
Supervisor: Toni Harris

Laborer/ Carpenters Assistant
Axiom Builders/ SE Construction

July 1989 – Nov. 1992
Partner/ Owner: Eyad Khalil

References:

Moshir Kellada, Sr. Const. Manager

Vanir Construction Management

Ph. 213-487-1145

John Dodson, Project Architect

Armet-Davis-Newlove Architects

Ph. 310-452-5533

Laurel Gillette, Studio Director

KTGY Group (Architect)

Ph. 310-439-3995

Eyad Khalil, Director of Projects and Operations ATEK Construction INC.

Ph. 310 801 8302

(additional references can be provided upon request)

Education

Graduated High School

El Camino High School

Placentia, CA

Misc. Personal Info.

My outside work interests include:

Hiking, camping, traveling, coaching soccer, and raising my two sons.

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%)*
Crosby Plumbing	994490 A	1000004513	371 Crosby St. Altadena, CA 91001 (626) 765 9672	Plumbing	20%

* 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 percent (51%) of the Contract Price.

City of South El Monte

INDUSTRIAL SAFETY RECORD FORM

Bidder's Name _____

	Current Year of Record	2019	2018	2017	2016	2015	Total
Number of contracts		3	3	1	2	1	10
Total dollar amount of contracts (in thousands of dollars)		900	750	80	812	304	2846
Number of fatalities		0	0	0	0	0	0
Number of lost workday cases		0	0	0	1	0	1
Number of lost workday cases involving permanent transfer to another job or termination of employment		0	0	0	0	0	0

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

Signature: Naji Khalil
Title: owner
Date: 2/17/2020

Signature: N/A
Title: _____
Date: _____

City of South El Monte

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: Furnishing all necessary labor, materials, equipment and other incidental and appurtenant work necessary

WHEREAS Urban Professional Builders, Inc. - 157 El Nido Avenue, Pasadena, CA 91107
(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 The Ohio Casualty Insurance Company
62 Maple Avenue, Keene, NH 03431
(Name and address of Surety)

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

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

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

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

City of South El Monte

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: February 12, 2020

"Principal"

Urban Professional Builders, Inc.

By:
Its:

Naji Khalil
owner

By:
Its:

N/A

"Surety"

The Ohio Casualty Insurance Company

By:
Its:

Rebecca Haas-Bates
Rebecca Haas-Bates, Attorney-in-Fact

By:
Its:

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

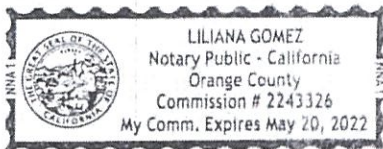
State of California)
County of Orange)

On 02/12/2020 before me, Liliana Gomez, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Rebecca Haas-Bates
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 Liliana Gomez
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: Bid Bond Document Date: 02/12/2020
Number of Pages: Two(2) Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Rebecca Haas-Bates
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☒ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____
The Ohio Casualty Insurance Company

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8200587-976022**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Richard Adair, Sergio Bechara, Rebecca Haas-Bates, William Syrkin

all of the city of Glendale state of California each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 20th day of February, 2019.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 20th day of February, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 12th day of February, 2020.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



State of California Secretary of State

S

Statement of Information

(Domestic Stock and Agricultural Cooperative Corporations)

FEES (Filing and Disclosure): \$25.00.

If this is an amendment, see instructions.

IMPORTANT – READ INSTRUCTIONS BEFORE COMPLETING THIS FORM

G527647**FILED**

In the office of the Secretary of State
of the State of California

MAR-27 2019

This Space for Filing Use Only

1. CORPORATE NAME

URBAN PROFESSIONAL BUILDERS, INC.

2. CALIFORNIA CORPORATE NUMBER

C3766482

No Change Statement (Not applicable if agent address of record is a P.O. Box address. See instructions.)

3. If there have been any changes to the information contained in the last Statement of Information filed with the California Secretary of State, or no statement of information has been previously filed, this form must be completed in its entirety.

☐ If there has been no change in any of the information contained in the last Statement of Information filed with the California Secretary of State, check the box and proceed to Item 17.

Complete Addresses for the Following (Do not abbreviate the name of the city. Items 4 and 5 cannot be P.O. Boxes.)

4. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE	CITY	STATE	ZIP CODE
157 EL NIDO AVE, PASADENA, CA 91107			
5. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY	CITY	STATE	ZIP CODE
157 EL NIDO AVE, PASADENA, CA 91107			
6. MAILING ADDRESS OF CORPORATION, IF DIFFERENT THAN ITEM 4	CITY	STATE	ZIP CODE

Names and Complete Addresses of the Following Officers (The corporation must list these three officers. A comparable title for the specific officer may be added; however, the preprinted titles on this form must not be altered.)

7. CHIEF EXECUTIVE OFFICER/	ADDRESS	CITY	STATE	ZIP CODE
NAJI HAJ-KHALIL	157 EL NIDO AVE, PASADENA, CA 91107			
8. SECRETARY	ADDRESS	CITY	STATE	ZIP CODE
NAJI HAJ-KHALIL	157 EL NIDO AVE, PASADENA, CA 91107			
9. CHIEF FINANCIAL OFFICER/	ADDRESS	CITY	STATE	ZIP CODE
NAJI HAJ-KHALIL	157 EL NIDO AVE, PASADENA, CA 91107			

Names and Complete Addresses of All Directors, Including Directors Who are Also Officers (The corporation must have at least one director. Attach additional pages, if necessary.)

10. NAME	ADDRESS	CITY	STATE	ZIP CODE
NAJI HAJ-KHALIL	157 EL NIDO AVE, PASADENA, CA 91107			
11. NAME	ADDRESS	CITY	STATE	ZIP CODE
12. NAME	ADDRESS	CITY	STATE	ZIP CODE

13. NUMBER OF VACANCIES ON THE BOARD OF DIRECTORS, IF ANY: 0

Agent for Service of Process If the agent is an individual, the agent must reside in California and Item 15 must be completed with a California street address, a P.O. Box address is not acceptable. If the agent is another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to California Corporations Code section 1505 and Item 15 must be left blank.

14. NAME OF AGENT FOR SERVICE OF PROCESS	CITY	STATE	ZIP CODE
NAJI HAJ-KHALIL			
15. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL	CITY	STATE	ZIP CODE
157 EL NIDO AVE, PASADENA, CA 91107			

Type of Business

16. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION
GENERAL BUILDING CONTRACTOR

17. BY SUBMITTING THIS STATEMENT OF INFORMATION TO THE CALIFORNIA SECRETARY OF STATE, THE CORPORATION CERTIFIES THE INFORMATION CONTAINED HEREIN, INCLUDING ANY ATTACHMENTS, IS TRUE AND CORRECT.

03/27/2019 STEVEN CHARLES GOVE ATTORNEY OF RECORD

DATE TYPE/PRINT NAME OF PERSON COMPLETING FORM TITLE SIGNATURE



Secretary of State
Statement of Information
(California Stock, Agricultural
Cooperative and Foreign Corporations)

SI-550

IMPORTANT — Read instructions before completing this form.

Fees (Filing plus Disclosure) – \$25.00;

Copy Fees – First page \$1.00; each attachment page \$0.50;
Certification Fee – \$5.00 plus copy fees

1. Corporation Name (Enter the exact name of the corporation as it is recorded with the California Secretary of State. Note: If you registered in California using an assumed name, see instructions.)
Urban Professional Builders, Inc.

This Space For Office Use Only

2. 7-Digit Secretary of State File Number

C3766482

3. Business Addresses

a. Street Address of Principal Executive Office - Do not list a P.O. Box 157 El Nido Ave.	City (no abbreviations) Pasadena	State CA	Zip Code 91107
b. Mailing Address of Corporation, if different than item 3a	City (no abbreviations)	State	Zip Code
c. Street Address of Principal California Office, if any and if different than Item 3a - Do not list a P.O. Box	City (no abbreviations)	State CA	Zip Code

4. Officers

The Corporation is required to list all three of the officers set forth below. An additional title for the Chief Executive Officer and Chief Financial Officer may be added; however, the preprinted titles on this form must not be altered.

a. Chief Executive Officer/ Naji	First Name	Middle Name	Last Name Haj-Khalil	Suffix
Address 157 El Nido Ave.			City (no abbreviations) Pasadena	State CA Zip Code 91107
b. Secretary Naji	First Name	Middle Name	Last Name Haj-Khalil	Suffix
Address 157 El Nido Ave.			City (no abbreviations) Pasadena	State CA Zip Code 91107
c. Chief Financial Officer/ Naji	First Name	Middle Name	Last Name Haj-Khalil	Suffix
Address 157 El Nido Ave.			City (no abbreviations) Pasadena	State CA Zip Code 91107

5. Director(s)

California Stock and Agricultural Cooperative Corporations ONLY: Item 5a: At least one name and address must be listed. If the Corporation has additional directors, enter the name(s) and addresses on Form SI-550A (see instructions).

a. First Name Naji	Middle Name	Last Name Haj-Khalil	Suffix
Address 157 El Nido Ave.		City (no abbreviations) Pasadena	State CA Zip Code 91107
b. Number of Vacancies on the Board of Directors, if any			

6. Service of Process (Must provide either Individual OR Corporation.)

INDIVIDUAL – Complete Items 6a and 6b only. Must include agent's full name and California street address.

a. California Agent's First Name (if agent is not a corporation) Naji	Middle Name	Last Name Haj-Khalil	Suffix
b. Street Address (if agent is not a corporation) - Do not enter a P.O. Box 157 El Nido Ave.	City (no abbreviations) Pasadena	State CA	Zip Code 91107

CORPORATION – Complete Item 6c only. Only include the name of the registered agent Corporation.

c. California Registered Corporate Agent's Name (if agent is a corporation) – Do not complete Item 6a or 6b

7. Type of Business

Describe the type of business or services of the Corporation
General Building Contractor

8. The Information contained herein, including in any attachments, is true and correct.

03/25/2019

Date

Naji Haj-Khalil

Type or Print Name of Person Completing the Form

President

Title

Signature

City of South El Monte

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

The undersigned declares:

I am the owner of UPB the party making the foregoing Bid.
Urban Professional Builders INC

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 2/17/20 [date], at Los Angeles [city], California [state].

Signature: Naji Khalil

Signature: _____

Printed Name: Naji Haj-Khalil

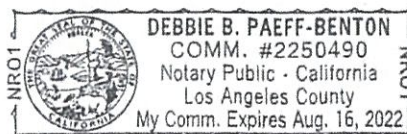
Printed Name: _____

Date: 2/17/20

Date: _____

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.

This form must be notarized.



State of California, County of LOS ANGELES
Subscribed and sworn to (or affirmed) before me
on this 17th day of FEBRUARY, 20 20,
by Naji Haj-Khalil,
proved to me on the basis of satisfactory evidence
to be the person(s) who appeared before me.
Signature: [Signature]

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

- 1. NON-SEGREGATED FACILITIES CERTIFICATION**
- 2. PAST PERFORMANCE CERTIFICATION**
- 3. COUNTY LOBBYIST CERTIFICATION**
- 4. WORKER'S COMPENSATION CERTIFICATION**
- 5. CONTRACTOR'S LIST OF PROPOSED SUBCONTRACTORS**
- 6. REQUEST FOR ADDITIONAL CLASSIFICATION AND RATE**
- 7. NOTICE OF EQUAL EMPLOYMENT OPPORTUNITY COMMITMENT**
- 8. FEDERAL LOBBYIST CERTIFICATION**
- 9. CERTIFICATION FOR APPLICABLE FRINGE BENEFIT PAYMENTS**

1. NON-SEGREGATED FACILITIES CERTIFICATION

NON-SEGREGATED FACILITIES CERTIFICATION
FEDERALLY-ASSISTED CONSTRUCTION PROJECTS

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

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

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

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

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

Date: 2/17/2020 Project Number: 251
Company: Urban Professional Builders; INC
Address: 157 El Nido Av. Pasadena CA 91107
By: Daji Khalil
Title: Owner

City of South El Monte

2. PAST PERFORMANCE CERTIFICATION

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

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

Date: 2/17/2020 Project Number: _____ Contract Award: \$ 534,000
Awarding Agency: Glendale Unified School District
Contractor Name: Urban Professional Builder Total Number of Employees 9
Affiliate Company: N/A
By: Naji Haj-Khalil Naji Khalil
Title: Owner

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

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

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

(A) All private employers who are:

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

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

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

City of South El Monte

3. COUNTY LOBBYIST CERTIFICATION

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

Name of Firm: Urban Professional Builders INC
Address: 157 El Nido Av. Pasadena
State: CA Zip Code: 91107 Telephone Number: (310) 801 8302

Acting on behalf of the above named firm, as its Authorized Official, I make the following Certification to the Los Angeles County Development Authority (LACDA).

- 1) It is understood that each person/entity/firm who applies for a Los Angeles County Development Authority contract, and as part of that process, shall certify that they are familiar with the requirements of the Los Angeles County Code, Chapter 2.160 (Los Angeles County Ordinance 93-0031) and;
- 2) That all persons/entities/firms acting on behalf of the above named firm have and will comply with the County Code, and;
- 3) That any person/entity/firm who seeks a contract with the Los Angeles County Development Authority shall be disqualified therefrom and denied the contract and, shall be liable in civil action, if any lobbyist, lobbying firm, lobbyist employer or any other person or entity acting on behalf of the named firm fails to comply with the provisions of the County Code.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into contract with Los Angeles County and the Los Angeles County Development Authority.

Authorized Official:
Urban Professional Builders INC
(Contractor/Subcontractor)

By: Naji Khalil
(Signature)

2/17/2020
(Date)

owner
(Title)

4. WORKER'S COMPENSATION CERTIFICATION**WORKER'S COMPENSATION CERTIFICATION**

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

Date: 2/17/2020 Project Number: 251
Project Name: Senior Center Women & Men's Restroom Renov.
Company Name: Urban Professional Builders INC
Address: 157 El Nido Av. Pasadena CA 91107
Print Name: Naji Haj-Khalil
Title: Owner
Signature: Naji Khalil

5. CONTRACTOR'S LIST OF PROPOSED SUBCONTRACTORS

CONTRACTOR LIST OF PROPOSED SUBCONTRACTORS

Senior Center Women & Men's Renovation.

City of South El Monte

PROJECT NAME

AWARDING AGENCY

Location

South El Monte, CA

Project Number

251

SUBCONTRACTORS: Name, Address, and Telephone Number	Employer Identification Number	Contractor License Number	Contract Amount	Estimated Start Date	Estimated Completion Date	TRADES TO BE USED
Crosby Plumbing 371 Crosby St. Alhambra CA 91801	46-563 9512	994490	12,000	March 2020	April 2020	Plumbing.

Naji Khalil
Signature

2/17/2020
Date

Naji Haj-Khalil - owner
Name and Title

Urban Professional Builders INC
Company Name

City of South El Monte

6. REQUEST FOR ADDITIONAL CLASSIFICATION AND RATE

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT REPORT OF ADDITIONAL CLASSIFICATION AND RATE		HUD FORM 4230A OMB Approval Number 2501-0011 (Exp. 09/30/2008)
1. FROM (name and address of requesting agency) Urban Professional Builders INC. 157 El Nido Av. Pasadena CA 91107		2. PROJECT NAME AND NUMBER Senior Center Women & Men's Restrooms # 251
4. BRIEF DESCRIPTION OF PROJECT Renovate restrooms.		3. LOCATION OF PROJECT (City, County and State) South El Monte, Los Angeles, CA
5. CHARACTER OF CONSTRUCTION ☒ Building ☐ Residential ☐ Heavy ☐ Other (specify) ☐ Highway		6. WAGE DECISION NO. (include modification number, if any) ☐ COPY ATTACHED Tile Layer
7. WAGE DECISION EFFECTIVE DATE 8/22/2019		
8. WORK CLASSIFICATION(S) Tile Layer	HOURLY WAGE RATES BASIC WAGE \$40.07 FRINGE BENEFIT(S) (if any) \$18.01	
9. PRIME CONTRACTOR (name, address) Urban Professional Builders 157 El Nido Pasadena CA		10. SUBCONTRACTOR/EMPLOYER, IF APPLICABLE (name, address) N/A
Check All That Apply: ☐ The work to be performed by the additional classification(s) is not performed by a classification in the applicable wage decision. ☒ The proposed classification is utilized in the area by the construction industry. ☒ The proposed wage rate(s), including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage decision. ☒ The interested parties, including the employees or their authorized representatives, agree on the classification(s) and wage rate(s). ☐ Supporting documentation attached, including applicable wage decision.		
Check One: ☐ Approved, meets all criteria. DOL confirmation requested. ☐ One or more classifications fail to meet all criteria as explained in agency referral. DOL decision requested.		
Naji Khalil Agency Representative (Typed name and signature)		2/17/2020 Date (310) 801 8302 Phone Number
		FOR HUD USE ONLY LR2000: Log in: Log out:

HUD-4230A (8-03) PREVIOUS EDITION IS OBSOLETE

BID

B-30

BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "BID"

7. NOTICE OF EQUAL EMPLOYMENT OPPORTUNITY COMMITMENT

EQUAL EMPLOYMENT OPPORTUNITY COMMITMENT

TO: Brick Layers & Tile layers Local #4
(Name of Labor Union, Workers Representative, etc.)
2679 Sierra Way, Laverne, CA 91750
(Address)

Name of Business (Contractor): Urban Professional Builders INC.
Project Name: Senior Center Project Number: 251

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

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

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

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

Naji Haj-Khalil
(Print Name)

By: Naji Khalil
(Signature)

2/17/2020
(Date)

owner
(Title)

8. FEDERAL LOBBYIST CERTIFICATION

FEDERAL LOBBYIST CERTIFICATION

Name of Firm: Urban Professional Builders INC
Address: 157 El Nido Av. Pasadena CA 91107
State: CA Zip Code: 91107 Telephone Number: (310) 801 8362

Acting on behalf of the above named firm as its Authorized Official, I make the following Certification to the U. S. Department of Housing and Urban Development and the Los Angeles County Development Authority (LACDA).

- 1) No Federal appropriated funds have been paid by or on behalf of the above named firm to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of and Federal grant, loan or cooperative agreement, and any extension, continuation, renewal, amendment, or modification thereof, and;
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant loan, or cooperative agreement, the above named firm shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions, and;
- 3) The above name firm shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreement) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into the transaction imposed by Section 1352 Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Authorized Official:

Naji Haj-Khalil
(Contractor/Subcontractor)
2/17/2020
(Date)

By: Naji Khalil
(Signature)
owner
(Title)

City of South El Monte

9. CERTIFICATION FOR APPLICABLE FRINGE BENEFIT PAYMENTS

CERTIFICATION FOR APPLICABLE FRINGE BENEFIT PAYMENTS

PROJECT NAME: Senior Center
PROJECT NUMBER: 251

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

OR: (Check if applicable)

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

Urban Professional
Builders INC
(Contractor/Subcontractor)

2/17/2020
(Date)

by Waji Khalil
(Signature)

owner
(Title)

City of South El Monte

APPLICABLE FEDERAL WAGE DECISION

Current Wage Decision is provided at the time of the bid advertisement. Bidders shall download updated Wage Decision 10 days prior to Bid Opening, which will be applicable to the contract. Wage Decision can be downloaded from <https://beta.sam.gov/search?index=wd>. On the web site, select the following: Wage Determination Type: Davis-Bacon Act (DBA), State: CALIFORNIA, County: LOS ANGELES, Construction Type: Heavy.

"General Decision Number: CA20200022 01/31/2020

Superseded General Decision Number: CA20190022

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and Highway

County: Los Angeles County in California.

BUILDING CONSTRUCTION PROJECTS; DREDGING PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2020
1	01/10/2020
2	01/31/2020

City of South El Monte

ASBE0005-002 09/01/2019

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems).....	\$ 43.77	22.48
Fire Stop Technician (Application of Firestopping Materials for wall openings and penetrations in walls, floors, ceilings and curtain walls).....	\$ 28.92	18.73

ASBE0005-004 07/01/2019

	Rates	Fringes
Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not)....	\$ 20.63	12.17

BOIL0092-003 03/01/2018

	Rates	Fringes
BOILERMAKER.....	\$ 44.07	33.52

* BRCA0004-007 05/01/2018

	Rates	Fringes
BRICKLAYER; MARBLE SETTER.....	\$ 40.46	15.15

*The wage scale for prevailing wage projects performed in
Blythe, China lake, Death Valley, Fort Irwin, Twenty-Nine
Palms, Needles and 1-15 corridor (Barstow to the Nevada
State Line) will be Three Dollars (\$3.00) above the
standard San Bernardino/Riverside County hourly wage rate

BRCA0018-004 06/01/2019

	Rates	Fringes
MARBLE FINISHER.....	\$ 33.43	14.11

City of South El Monte

TILE FINISHER.....\$ 28.23 12.65
TILE LAYER.....\$ 40.07 18.36

BRCA0018-010 09/01/2018

	Rates	Fringes
TERRAZZO FINISHER.....	\$ 31.25	13.41
TERRAZZO WORKER/SETTER.....	\$ 38.39	14.18

CARP0409-001 07/01/2018

	Rates	Fringes
CARPENTER		
(1) Carpenter, Cabinet Installer, Insulation Installer, Hardwood Floor Worker and acoustical installer.....	\$ 41.84	19.17
(2) Millwright.....	\$ 42.91	19.17
(3) Piledrivermen/Derrick Bargeman, Bridge or Dock Carpenter, Heavy Framer, Rock Bargeman or Scowman, Rockslinger, Shingler (Commercial).....	\$ 42.54	19.17
(4) Pneumatic Nailer, Power Stapler.....	\$ 40.09	19.17
(5) Sawfiler.....	\$ 39.83	19.17
(6) Scaffold Builder.....	\$ 31.60	19.17
(7) Table Power Saw Operator.....	\$ 40.93	19.17

FOOTNOTE: Work of forming in the construction of open cut
sewers or storm drains, on operations in which horizontal
lagging is used in conjunction with steel H-Beams driven or
placed in pre- drilled holes, for that portion of a lagged
trench against which concrete is poured, namely, as a
substitute for back forms (which work is performed by
piledrivers): \$0.13 per hour additional.

CARP0409-002 07/01/2016

	Rates	Fringes
Diver		
(1) Wet.....	\$ 712.48	17.03
(2) Standby.....	\$ 356.24	17.03
(3) Tender.....	\$ 348.24	17.03
(4) Assistant Tender.....	\$ 324.24	17.03

Amounts in "'Rates' column are per day

CARP0409-005 07/01/2015

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	Rates	Fringes
Drywall		
DRYWALL INSTALLER/LATHER....\$	37.35	11.08
STOCKER/SCRAPPER.....\$	10.00	7.17

CARP0409-008 08/01/2010		
	Rates	Fringes
Modular Furniture Installer.....\$	17.00	7.41

ELEC0011-004 08/05/2019		
	Rates	Fringes
ELECTRICIAN (INSIDE ELECTRICAL WORK)		
Journeyman Electrician.....\$	46.80	3*+28.06
ELECTRICIAN (INTELLIGENT TRANSPORTATION SYSTEMS Street Lighting, Traffic Signals, CCTV, and Underground Systems)		
Journeyman Transportation Electrician.....\$	46.85	3*+28.02
Technician.....\$	35.14	3*+28.02

FOOT NOTE:

CABLE SPLICER & INSTRUMENT PERSON: Recieve 5% additional per hour above Journeyman Electrician basic hourly rate.
TUNNEL WORK: 10% additional per hour.

SCOPE OF WORK - TRANSPORTATION SYSTEMS

ELECTRICIAN:

Installation of street lights and traffic signals, including electrical circuitry, programmable controllers, pedestal-mounted electrical meter enclosures and laying of pre-assembled multi-conductor cable in ducts, layout of electrical systems and communication installation, including proper position of trench depths and radius at duct banks, location for man holes, pull boxes, street lights and traffic signals. Installation of underground ducts for electrical, telephone, cable television and communication systems. Pulling, termination and splicing of traffic signal and street lighting conductors and electrical systems including interconnect, detector loop, fiber optic cable and video/cable.

TECHNICIAN:

Distribution of material at job site, manual excavation and backfill, installation of system conduits and raceways for electrical, telephone, cable television and communication systems. Pulling, terminating and splicing of traffic signal and street lighting conductors and electrical systems including interconnect, detector loop, fiber optic cable

and video/data.

* ELEC0011-005 12/31/2018

COMMUNICATIONS & SYSTEMS WORK (excludes any work on Intelligent Transportation Systems or CCTV highway systems)

	Rates	Fringes
Communications System		
Installer.....	\$ 36.07	3%+14.43
Technician.....	\$ 33.30	3%+27.82

SCOPE OF WORK The work covered shall include the installation, testing, service and maintenance, of the following systems that utilize the transmission and/or transference of voice, sound, vision and digital for commercial, education, security and entertainment purposes for TV monitoring and surveillance, background foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call system, radio page, school intercom and sound, burglar alarms and low voltage master clock systems.

A. Communication systems that transmit or receive information and/or control systems that are intrinsic to the above listed systems SCADA (Supervisory control/data acquisition PCM (Pulse code modulation) Inventory control systems Digital data systems Broadband & baseband and carriers Point of sale systems VSAT data systems Data communication systems RF and remote control systems Fiber optic data systems

B. Sound and Voice Transmission/Transference Systems Background-Foreground Music Intercom and Telephone Interconnect Systems Sound and Musical Entertainment Systems Nurse Call Systems Radio Page Systems School Intercom and Sound Systems Burglar Alarm Systems Low-Voltage Master Clock Systems Multi-Media/Multiplex Systems Telephone Systems RF Systems and Antennas and Wave Guide

C. *Fire Alarm Systems-installation, wire pulling and testing.

D. Television and Video Systems Television Monitoring and Surveillance Systems Video Security Systems Video Entertainment Systems Video Educational Systems CATV and CCTV

E. Security Systems, Perimeter Security Systems, Vibration Sensor Systems Sonar/Infrared Monitoring Equipment, Access Control Systems, Card Access Systems

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*Fire Alarm Systems

1. Fire Alarms-In Raceways: Wire and cable pulling in raceways performed at the current electrician wage rate and fringe benefits.
2. Fire Alarms-Open Wire Systems: installed by the Technician.

ELEC1245-001 06/01/2019

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer..	\$ 58.09	19.36
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....	\$ 46.40	18.17
(3) Groundman.....	\$ 35.47	17.79
(4) Powderman.....	\$ 49.55	34.17.65

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day,
Independence Day, Labor Day, Veterans Day, Thanksgiving Day
and day after Thanksgiving, Christmas Day

ELEV0018-001 01/01/2019

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 55.58	34.125

FOOTNOTE:

PAID VACATION: Employer contributes 8% of regular hourly
rate as vacation pay credit for employees with more than 5
years of service, and 6% for 6 months to 5 years of service.
PAID HOLIDAYS: New Years Day, Memorial Day, Independence Day,
Labor Day, Veterans Day, Thanksgiving Day, Friday after
Thanksgiving, and Christmas Day.

ENGI0012-003 07/01/2018

	Rates	Fringes
OPERATOR: Power Equipment (All Other Work)		
GROUP 1.....	\$ 45.30	25.25
GROUP 2.....	\$ 46.08	25.25
GROUP 3.....	\$ 46.37	25.25
GROUP 4.....	\$ 47.86	25.25
GROUP 5.....	\$ 48.96	25.25
GROUP 6.....	\$ 48.08	25.25

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GROUP 8.....	\$ 48.19	25.25
GROUP 9.....	\$ 49.29	25.25
GROUP 10.....	\$ 48.31	25.25
GROUP 11.....	\$ 49.41	25.25
GROUP 12.....	\$ 48.48	25.25
GROUP 13.....	\$ 48.58	25.25
GROUP 14.....	\$ 48.61	25.25
GROUP 15.....	\$ 48.69	25.25
GROUP 16.....	\$ 48.81	25.25
GROUP 17.....	\$ 48.98	25.25
GROUP 18.....	\$ 49.08	25.25
GROUP 19.....	\$ 49.19	25.25
GROUP 20.....	\$ 49.31	25.25
GROUP 21.....	\$ 49.48	25.25
GROUP 22.....	\$ 49.58	25.25
GROUP 23.....	\$ 49.69	25.25
GROUP 24.....	\$ 49.81	25.25
GROUP 25.....	\$ 49.98	25.25
OPERATOR: Power Equipment (Cranes, Piledriving & Hoisting)		
GROUP 1.....	\$ 46.65	25.25
GROUP 2.....	\$ 47.43	25.25
GROUP 3.....	\$ 47.72	25.25
GROUP 4.....	\$ 47.86	25.25
GROUP 5.....	\$ 48.08	25.25
GROUP 6.....	\$ 48.19	25.25
GROUP 7.....	\$ 48.31	25.25
GROUP 8.....	\$ 48.48	25.25
GROUP 9.....	\$ 48.65	25.25
GROUP 10.....	\$ 49.65	25.25
GROUP 11.....	\$ 50.65	25.25
GROUP 12.....	\$ 51.65	25.25
GROUP 13.....	\$ 52.65	25.25
OPERATOR: Power Equipment (Tunnel Work)		
GROUP 1.....	\$ 47.15	25.25
GROUP 2.....	\$ 47.93	25.25
GROUP 3.....	\$ 48.22	25.25
GROUP 4.....	\$ 48.39	25.25
GROUP 5.....	\$ 48.58	25.25
GROUP 6.....	\$ 48.69	25.25
GROUP 7.....	\$ 48.81	25.25

PREMIUM PAY:

\$3.75 per hour shall be paid on all Power Equipment Operator work on the following Military Bases: China Lake Naval Reserve, Vandenberg AFB, Point Arguello, Seely Naval Base, Fort Irwin, Nebo Annex Marine Base, Marine Corp Logistics Base Yermo, Edwards AFB, 29 Palms Marine Base and Camp Pendleton

Workers required to suit up and work in a hazardous material environment: \$2.00 per hour additional. Combination mixer and compressor operator on gunite work shall be classified as a concrete mobile mixer operator.

SEE ZONE DEFINITIONS AFTER CLASSIFICATIONS

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Bargeman; Brakeman; Compressor operator; Ditch Witch, with seat or similar type equipment; Elevator operator-inside; Engineer Oiler; Forklift operator (includes load, lull or similar types under 5 tons; Generator operator; Generator, pump or compressor plant operator; Pump operator; Signalman; Switchman

GROUP 2: Asphalt-rubber plant operator (nurse tank operator); Concrete mixer operator-skip type; Conveyor operator; Fireman; Forklift operator (includes load, lull or similar types over 5 tons; Hydrostatic pump operator; oiler crusher (asphalt or concrete plant); Petromat laydown machine; PJU side dum jack; Screening and conveyor machine operator (or similar types); Skiploader (wheel type up to 3/4 yd. without attachment); Tar pot fireman; Temporary heating plant operator; Trenching machine oiler

GROUP 3: Asphalt-rubber blend operator; Bobcat or similar type (Skid steer); Equipment greaser (rack); Ford Ferguson (with dragtype attachments); Helicopter radioman (ground); Stationary pipe wrapping and cleaning machine operator

GROUP 4: Asphalt plant fireman; Backhoe operator (mini-max or similar type); Boring machine operator; Boxman or mixerman (asphalt or concrete); Chip spreading machine operator; Concrete cleaning decontamination machine operator; Concrete Pump Operator (small portable); Drilling machine operator, small auger types (Texoma super economatic or similar types - Hughes 100 or 200 or similar types - drilling depth of 30' maximum); Equipment greaser (grease truck); Guard rail post driver operator; Highline cableway signalman; Hydra-hammer-aero stomper; Micro Tunneling (above ground tunnel); Power concrete curing machine operator; Power concrete saw operator; Power-driven jumbo form setter operator; Power sweeper operator; Rock Wheel Saw/Trencher; Roller operator (compacting); Screed operator (asphalt or concrete); Trenching machine operator (up to 6 ft.); Vacuum or much truck

GROUP 5: Equipment Greaser (Grease Truck/Multi Shift).

GROUP 6: Articulating material hauler; Asphalt plant engineer; Batch plant operator; Bit sharpener; Concrete joint machine operator (canal and similar type); Concrete planer operator; Dandy digger; Deck engine operator; Derrickman (oilfield type); Drilling machine operator, bucket or auger types (Calweld 100 bucket or similar types - Watson 1000 auger or similar types - Texoma 330, 500 or 600 auger or similar types - drilling depth of 45' maximum); Drilling machine operator; Hydrographic seeder machine operator (straw, pulp or seed); Jackson track maintainer, or similar type; Kalamazoo Switch tamper, or similar type; Machine tool operator; Maginnis internal full

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slab vibrator, Mechanical berm, curb or gutter (concrete or asphalt); Mechanical finisher operator (concrete, Clary-Johnson-Bidwell or similar); Micro tunnel system (below ground); Pavement breaker operator (truck mounted); Road oil mixing machine operator; Roller operator (asphalt or finish), rubber-tired earth moving equipment (single engine, up to and including 25 yds. struck); Self-propelled tar pipelining machine operator; Skiploader operator (crawler and wheel type, over 3/4 yd. and up to and including 1-1/2 yds.); Slip form pump operator (power driven hydraulic lifting device for concrete forms); Tractor operator-bulldozer, tamper-scraper (single engine, up to 100 h.p. flywheel and similar types, up to and including D-5 and similar types); Tugger hoist operator (1 drum); Ultra high pressure waterjet cutting tool system operator; Vacuum blasting machine operator

GROUP 8: Asphalt or concrete spreading operator (tamping or finishing); Asphalt paving machine operator (Barber Greene or similar type); Asphalt-rubber distribution operator; Backhoe operator (up to and including 3/4 yd.), small ford, Case or similar; Cast-in-place pipe laying machine operator; Combination mixer and compressor operator (gunite work); Compactor operator (self-propelled); Concrete mixer operator (paving); Crushing plant operator; Drill Doctor; Drilling machine operator, Bucket or auger types (Calweld 150 bucket or similar types - Watson 1500, 2000 2500 auger or similar types - Texoma 700, 800 auger or similar types - drilling depth of 60' maximum); Elevating grader operator; Grade checker; Gradall operator; Grouting machine operator; Heavy-duty repairman; Heavy equipment robotics operator; Kalamazoo balliste regulator or similar type; Kolman belt loader and similar type; Le Tourneau blob compactor or similar type; Loader operator (Athey, Euclid, Sierra and similar types); Mobark Chipper or similar; Ozzie padder or similar types; P.C. slot saw; Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pumpcrete gun operator; Rock Drill or similar types; Rotary drill operator (excluding caisson type); Rubber-tired earth-moving equipment operator (single engine, caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator (multiple engine up to and including 25 yds. struck); Rubber-tired scraper operator (self-loading paddle wheel type-John Deere, 1040 and similar single unit); Self-propelled curb and gutter machine operator; Shuttle buggy; Skiploader operator (crawler and wheel type over 1-1/2 yds. up to and including 6-1/2 yds.); Soil remediation plant operator; Surface heaters and planer operator; Tractor compressor drill combination operator; Tractor operator (any type larger than D-5 - 100 flywheel h.p. and over, or similar-bulldozer, tamper, scraper and push tractor single engine); Tractor operator (boom attachments), Traveling pipe wrapping, cleaning and bending machine operator; Trenching machine operator (over 6 ft. depth capacity, manufacturer's rating); trenching Machine with Road Miner

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attachment (over 6 ft depth capacity): Ultra high pressure waterjet cutting tool system mechanic; Water pull (compaction) operator

GROUP 9: Heavy Duty Repairman

GROUP 10: Drilling machine operator, Bucket or auger types (Calweld 200 B bucket or similar types-Watson 3000 or 5000 auger or similar types-Texoma 900 auger or similar types-drilling depth of 105' maximum); Dual drum mixer, dynamic compactor LDC350 (or similar types); Monorail locomotive operator (diesel, gas or electric); Motor patrol-blade operator (single engine); Multiple engine tractor operator (Euclid and similar type-except Quad 9 cat.); Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Pneumatic pipe ramming tool and similar types; Prestressed wrapping machine operator; Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Rubber tired earth moving equipment operator (multiple engine, Euclid, caterpillar and similar over 25 yds. and up to 50 yds. struck), Tower crane repairman; Tractor loader operator (crawler and wheel type over 6-1/2 yds.); Woods mixer operator (and similar Pugmill equipment)

GROUP 11: Heavy Duty Repairman - Welder Combination, Welder - Certified.

GROUP 12: Auto grader operator; Automatic slip form operator; Drilling machine operator, bucket or auger types (Calweld, auger 200 CA or similar types - Watson, auger 6000 or similar types - Hughes Super Duty, auger 200 or similar types - drilling depth of 175' maximum); Hoe ram or similar with compressor; Mass excavator operator less tha 750 cu. yards; Mechanical finishing machine operator; Mobile form traveler operator; Motor patrol operator (multi-engine); Pipe mobile machine operator; Rubber-tired earth- moving equipment operator (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck); Rubber-tired self- loading scraper operator (paddle-wheel-auger type self-loading - two (2) or more units)

GROUP 13: Rubber-tired earth-moving equipment operator operating equipment with push-pull system (single engine, up to and including 25 yds. struck)

GROUP 14: Canal liner operator; Canal trimmer operator; Remote- control earth-moving equipment operator (operating a second piece of equipment: \$1.00 per hour additional); Wheel excavator operator (over 750 cu. yds.)

GROUP 15: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple

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engine-up to and including 25 yds. struck)

GROUP 16: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 17: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 50 cu. yds. struck); Tandem tractor operator (operating crawler type tractors in tandem - Quad 9 and similar type)

GROUP 18: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, up to and including 25 yds. struck)

GROUP 19: Rotex concrete belt operator (or similar types); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, up to and including 25 yds. struck)

GROUP 20: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 21: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

GROUP 22: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, up to and including 25 yds. struck)

GROUP 23: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating with the tandem

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push-pull system (multiple engine, up to and including 25 yds. struck)

GROUP 24: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 25: Concrete pump operator-truck mounted; Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

CRANES, PILEDRIVING AND HOISTING EQUIPMENT CLASSIFICATIONS

GROUP 1: Engineer oiler; Fork lift operator (includes loed, lull or similar types)

GROUP 2: Truck crane oiler

GROUP 3: A-frame or winch truck operator; Ross carrier operator (jobsite)

GROUP 4: Bridge-type unloader and turntable operator; Helicopter hoist operator

GROUP 5: Hydraulic boom truck; Stinger crane (Austin-Western or similar type); Tugger hoist operator (1 drum)

GROUP 6: Bridge crane operator; Cretor crane operator; Hoist operator (Chicago boom and similar type); Lift mobile operator; Lift slab machine operator (Vagtberg and similar types); Material hoist and/or manlift operator; Polar gantry crane operator; Self Climbing scaffold (or similar type); Shovel, backhoe, dragline, clamshell operator (over 3/4 yd. and up to 5 cu. yds. mrc); Tugger hoist operator

GROUP 7: Pedestal crane operator; Shovel, backhoe, dragline, clamshell operator (over 5 cu. yds. mrc); Tower crane repair; Tugger hoist operator (3 drum)

GROUP 8: Crane operator (up to and including 25 ton capacity); Crawler transporter operator; Derrick barge operator (up to and including 25 ton capacity); Hoist operator, stiff legs, Guy derrick or similar type (up to and including 25 ton capacity); Shovel, backhoe, dragline, clamshell operator (over 7 cu. yds., M.R.C.)

GROUP 9: Crane operator (over 25 tons and up to and including 50 tons mrc); Derrick barge operator (over 25 tons up to and including 50 tons mrc); Highline cableway operator; Hoist operator, stiff legs, Guy derrick or similar type (over 25 tons up to and including 50 tons mrc); K-crane operator; Polar crane operator; Self erecting tower crane

operator maximum lifting capacity ten tons

GROUP 10: Crane operator (over 50 tons and up to and including 100 tons mrc); Derrick barge operator (over 50 tons up to and including 100 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 50 tons up to and including 100 tons mrc); Mobile tower crane operator (over 50 tons, up to and including 100 tons M.R.C.); Tower crane operator and tower gantry

GROUP 11: Crane operator (over 100 tons and up to and including 200 tons mrc); Derrick barge operator (over 100 tons up to and including 200 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 100 tons up to and including 200 tons mrc); Mobile tower crane operator (over 100 tons up to and including 200 tons mrc)

GROUP 12: Crane operator (over 200 tons up to and including 300 tons mrc); Derrick barge operator (over 200 tons up to and including 300 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 200 tons, up to and including 300 tons mrc); Mobile tower crane operator (over 200 tons, up to and including 300 tons mrc)

GROUP 13: Crane operator (over 300 tons); Derrick barge operator (over 300 tons); Helicopter pilot; Hoist operator, stiff legs, Guy derrick or similar type (over 300 tons); Mobile tower crane operator (over 300 tons)

TUNNEL CLASSIFICATIONS

GROUP 1: Skiploader (wheel type up to 3/4 yd. without attachment)

GROUP 2: Power-driven jumbo form setter operator

GROUP 3: Dinkey locomotive or motorperson (up to and including 10 tons)

GROUP 4: Bit sharpener; Equipment greaser (grease truck); Slip form pump operator (power-driven hydraulic lifting device for concrete forms); Tugger hoist operator (1 drum); Tunnel locomotive operator (over 10 and up to and including 30 tons)

GROUP 5: Backhoe operator (up to and including 3/4 yd.); Small Ford, Case or similar; Drill doctor; Grouting machine operator; Heading shield operator; Heavy-duty repairperson; Loader operator (Athey, Euclid, Sierra and similar types); Mucking machine operator (1/4 yd., rubber-tired, rail or track type); Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pneumatic heading shield (tunnel); Pumpcrete gun operator; Tractor compressor drill combination operator; Tugger hoist operator (2 drum); Tunnel locomotive operator (over 30 tons)

GROUP 6: Heavy Duty Repairman

GROUP 7: Tunnel mole boring machine operator

ENGINEERS ZONES

\$1.00 additional per hour for all of IMPERIAL County and the portions of KERN, RIVERSIDE & SAN BERNARDINO Counties as defined below:

That area within the following Boundary: Begin in San Bernardino County, approximately 3 miles NE of the intersection of I-15 and the California State line at that point which is the NW corner of Section 1, T17N, R14E, San Bernardino Meridian. Continue W in a straight line to that point which is the SW corner of the northwest quarter of Section 6, T27S, R42E, Mt. Diablo Meridian. Continue North to the intersection with the Inyo County Boundary at that point which is the NE corner of the western half of the northern quarter of Section 6, T25S, R42E, MDM. Continue W along the Inyo and San Bernardino County boundary until the intersection with Kern County, at that point which is the SE corner of Section 34, T24S, R40E, MDM. Continue W along the Inyo and Kern County boundary until the intersection with Tulare County, at that point which is the SW corner of the SE quarter of Section 32, T24S, R37E, MDM. Continue W along the Kern and Tulare County boundary, until that point which is the NW corner of T25S, R32E, MDM. Continue S following R32E lines to the NW corner of T31S, R32E, MDM. Continue W to the NW corner of T31S, R31E, MDM. Continue S to the SW corner of T32S, R31E, MDM. Continue W to SW corner of SE quarter of Section 34, T32S, R30E, MDM. Continue S to SW corner of T11N, R17W, SBM. Continue E along south boundary of T11N, SBM to SW corner of T11N, R7W, SBM. Continue S to SW corner of T9N, R7W, SBM. Continue E along south boundary of T9N, SBM to SW corner of T9N, R1E, SBM. Continue S along west boundary of R1E, SBM to Riverside County line at the SW corner of T1S, R1E, SBM. Continue E along south boundary of T1S, SBM (Riverside County Line) to SW corner of T1S, R10E, SBM. Continue S along west boundary of R10E, SBM to Imperial County line at the SW corner of T8S, R10E, SBM. Continue W along Imperial and Riverside county line to NW corner of T9S, R9E, SBM. Continue S along the boundary between Imperial and San Diego Counties, along the west edge of R9E, SBM to the south boundary of Imperial County/California state line. Follow the California state line west to Arizona state line, then north to Nevada state line, then continuing NW back to start at the point which is the NW corner of Section 1, T17N, R14E, SBM

\$1.00 additional per hour for portions of SAN LUIS OBISPO, KERN, SANTA BARBARA & VENTURA as defined below:

That area within the following Boundary: Begin approximately 5 miles north of the community of Cholame, on the Monterey County and San Luis Obispo County boundary at the NW corner of T25S, R16E, Mt. Diablo Meridian. Continue south along the west side of R16E to the SW corner of T30S, R16E, MDM. Continue E to SW corner of T30S, R17E, MDM. Continue S to SW corner of T31S,

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R17E, MDM. Continue E to SW corner of T31S, R18E, MDM. Continue S along West side of R18E, MDM as it crosses into San Bernardino Meridian numbering area and becomes R30W. Follow the west side of R30W, SBM to the SW corner of T9N, R30W, SBM. Continue E along the south edge of T9N, SBM to the Santa Barbara County and Ventura County boundary at that point which is the SW corner of Section 34, T9N, R24W, SBM, continue S along the Ventura County line to that point which is the SW corner of the SE quarter of Section 32, T7N, R24W, SBM. Continue E along the south edge of T7N, SBM to the SE corner to T7N, R21W, SBM. Continue N along East side of R21W, SBM to Ventura County and Kern County boundary at the NE corner of T8N, R21W. Continue W along the Ventura County and Kern County boundary to the SE corner of T9N, R21W. Continue North along the East edge of R21W, SBM to the NE corner of T12N, R21W, SBM. Continue West along the north edge of T12N, SBM to the SE corner of T32S, R21E, MDM. [T12N SBM is a thin strip between T11N SBM and T32S MDM]. Continue North along the East side of R21E, MDM to the Kings County and Kern County border at the NE corner of T25S, R21E, MDM, continue West along the Kings County and Kern County Boundary until the intersection of San Luis Obispo County. Continue west along the Kings County and San Luis Obispo County boundary until the intersection with Monterey County. Continue West along the Monterey County and San Luis Obispo County boundary to the beginning point at the NW corner of T25S, R16E, MDM.

\$2.00 additional per hour for INYO and MONO Counties and the Northern portion of SAN BERNARDINO County as defined below:

That area within the following Boundary: Begin at the intersection of the northern boundary of Mono County and the California state line at the point which is the center of Section 17, T10N, R22E, Mt. Diablo Meridian. Continue S then SE along the entire western boundary of Mono County, until it reaches Inyo County at the point which is the NE corner of the Western half of the NW quarter of Section 2, T8S, R29E, MDM. Continue SSE along the entire western boundary of Inyo County, until the intersection with Kern County at the point which is the SW corner of the SE 1/4 of Section 32, T24S, R37E, MDM. Continue E along the Inyo and Kern County boundary until the intersection with San Bernardino County at that point which is the SE corner of section 34, T24S, R40E, MDM. Continue E along the Inyo and San Bernardino County boundary until the point which is the NE corner of the Western half of the NW quarter of Section 6, T25S, R42E, MDM. Continue S to that point which is the SW corner of the NW quarter of Section 6, T27S, R42E, MDM. Continue E in a straight line to the California and Nevada state border at the point which is the NW corner of Section 1, T17N, R14E, San Bernardino Meridian. Then continue NW along the state line to the starting point, which is the center of Section 18, T10N, R22E, MDM.

REMAINING AREA NOT DEFINED ABOVE RECEIVES BASE RATE

ENGI0012-004 08/01/2015

	Rates	Fringes
OPERATOR: Power Equipment (DREDGING)		
(1) Leverman.....	\$ 49.50	23.60
(2) Dredge dozer.....	\$ 43.53	23.60
(3) Deckmate.....	\$ 43.42	23.60
(4) Winch operator (stern winch on dredge).....	\$ 42.87	23.60
(5) Fireman-Oiler, Deckhand, Bargeman, Leveehand.....	\$ 42.33	23.60
(6) Barge Mate.....	\$ 42.94	23.60

IRON0377-002 07/01/2019

	Rates	Fringes
Ironworkers:		
Fence Erector.....	\$ 33.58	24.66
Ornamental, Reinforcing and Structural.....	\$ 40.00	33.30

PREMIUM PAY:

\$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval
Reserve-Niland,
Edwards AFB, Fort Irwin Military Station, Fort Irwin Training
Center-Goldstone, San Clemente Island, San Nicholas Island,
Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine
Base - Barstow, U.S. Naval Air Facility - Seale, Vandenberg AFB

\$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base,
Naval Post Graduate School - Monterey, Yermo Marine Corps
Logistics Center

\$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

LABO0300-001 07/01/2018

	Rates	Fringes
Brick Tender.....	\$ 32.26	18.40

LABO0300-003 07/01/2019

City of South El Monte

	Rates	Fringes
LABORER (TUNNEL)		
GROUP 1.....	\$ 40.19	19.07
GROUP 2.....	\$ 40.51	19.07
GROUP 3.....	\$ 40.97	19.07
GROUP 4.....	\$ 41.66	19.07
LABORER		
GROUP 1.....	\$ 35.24	20.09
GROUP 2.....	\$ 35.79	20.09
GROUP 3.....	\$ 36.34	20.09
GROUP 4.....	\$ 37.89	20.09
GROUP 5.....	\$ 38.24	20.09

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete screeding for rough strike-off; Concrete, water curing; Demolition laborer, the cleaning of brick if performed by a worker performing any other phase of demolition work, and the cleaning of lumber; Fire watcher, limber, brush loader, piler and debris handler; Flag person; Gas, oil and/or water pipeline laborer; Laborer, asphalt-rubber material loader; Laborer, general or construction; Laborer, general clean-up; Laborer, landscaping; Laborer, jetting; Laborer, temporary water and air lines; Material hose operator (walls, slabs, floors and decks); Plugging, filling of shee bolt holes; Dry packing of concrete; Railroad maintenance, repair track person and road beds; Streetcar and railroad construction track laborers; Rigging and signaling; Scaler; Slip form raiser; Tar and mortar; Tool crib or tool house laborer; Traffic control by any method; Window cleaner; Wire mesh pulling - all concrete pouring operations

GROUP 2: Asphalt shoveler; Cement dumper (on 1 yd. or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute handler, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundation, footings, curbs, gutters and sidewalks; Concrete curer, impervious membrane and form oiler; Cutting torch operator (demolition); Fine grader, highways and street paving, airport, runways and similar type heavy construction; Gas, oil and/or water pipeline wrapper - pot tender and form person; Guinea chaser; Headerboard person - asphalt; Laborer, packing rod steel and pans; Membrane vapor barrier installer; Power broom sweeper (small); Riprap stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Sandblaster (pot tender); Septic tank digger and installer(lead); Tank scaler and cleaner; Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredder; Underground laborer, including caisson bellow

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and

City of South El Monte

out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials ("applying" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

GROUP 4: Asphalt raker, lute person, ironer, asphalt dump person, and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), grinder or sander; Concrete saw person, cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock slinger; Laborer, asphalt- rubber distributor boot person; Laser beam in connection with laborers' work; Oversize concrete vibrator operator, 70 lbs. and over; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzle person), water blasting, Porta Shot-Blast

GROUP 5: Blaster powder, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller: All power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all other types of mechanical drills without regard to the form of motive power; Toxic waste removal

TUNNEL LABORER CLASSIFICATIONS

GROUP 1: Batch plant laborer; Changehouse person; Dump person; Dump person (outside); Swamper (brake person and switch person on tunnel work); Tunnel materials handling person; Nipper; Pot tender, using mastic or other materials (for example, but not by way of limitation, shotcrete, etc.)

GROUP 2: Chucktender, cabletender; Loading and unloading agitator cars;; Vibrator person, jack hammer, pneumatic tools (except driller); Bull gang mucker, track person;

Concrete crew, including rodder and spreader

GROUP 3: Blaster, driller, powder person; Chemical grout jet person; Cherry picker person; Grout gun person; Grout mixer person; Grout pump person; Jackleg miner; Jumbo person; Kemper and other pneumatic concrete placer operator; Miner, tunnel (hand or machine); Nozzle person; Operating of troweling and/or grouting machines; Powder person (primer house); Primer person; Sandblaster; Shotcrete person; Steel form raiser and setter; Timber person, retimber person, wood or steel; Tunnel Concrete finisher

GROUP 4: Diamond driller; Sandblaster; Shaft and raise work

LABO0300-005 01/01/2018

	Rates	Fringes
Asbestos Removal Laborer.....	\$ 33.19	17.78

SCOPE OF WORK: Includes site mobilization, initial site cleanup, site preparation, removal of asbestos-containing material and toxic waste, encapsulation, enclosure and disposal of asbestos- containing materials and toxic waste by hand or with equipment or machinery; scaffolding, fabrication of temporary wooden barriers and assembly of decontamination stations.

LABO0345-001 07/01/2019

	Rates	Fringes
LABORER (GUNITE)		
GROUP 1.....	\$ 44.05	18.42
GROUP 2.....	\$ 43.10	18.42
GROUP 3.....	\$ 39.56	18.42

FOOTNOTE: GUNITE PREMIUM PAY: Workers working from a Bosn'n's Chair or suspended from a rope or cable shall receive 40 cents per hour above the foregoing applicable classification rates. Workers doing gunite and/or shotcrete work in a tunnel shall receive 35 cents per hour above the foregoing applicable classification rates, paid on a portal-to-portal basis. Any work performed on, in or above any smoke stack, silo, storage elevator or similar type of structure, when such structure is in excess of 75'-0"" above base level and which work must be performed in whole or in part more than 75'-0"" above base level, that work performed above the 75'-0"" level shall be compensated for at 35 cents per hour above the applicable classification wage rate.

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Rodmen, Nozzlemen

GROUP 2: Gunmen

GROUP 3: Reboundmen

LABO1184-001 07/01/2019

	Rates	Fringes
Laborers: (HORIZONTAL DIRECTIONAL DRILLING)		
(1) Drilling Crew Laborer...	\$ 36.70	15.05
(2) Vehicle Operator/Hauler.	\$ 36.87	15.05
(3) Horizontal Directional Drill Operator.....	\$ 38.72	15.05
(4) Electronic Tracking Locator.....	\$ 40.72	15.05
Laborers: (STRIPING/SLURRY SEAL)		
GROUP 1.....	\$ 37.91	18.06
GROUP 2.....	\$ 39.21	18.06
GROUP 3.....	\$ 41.22	18.06
GROUP 4.....	\$ 42.96	18.06

LABORERS - STRIPING CLASSIFICATIONS

GROUP 1: Protective coating, pavement sealing, including repair and filling of cracks by any method on any surface in parking lots, game courts and playgrounds; carstops; operation of all related machinery and equipment; equipment repair technician

GROUP 2: Traffic surface abrasive blaster; pot tender - removal of all traffic lines and markings by any method (sandblasting, waterblasting, grinding, etc.) and preparation of surface for coatings. Traffic control person: controlling and directing traffic through both conventional and moving lane closures; operation of all related machinery and equipment

GROUP 3: Traffic delineating device applicator: Layout and application of pavement markers, delineating signs, rumble and traffic bars, adhesives, guide markers, other traffic delineating devices including traffic control. This category includes all traffic related surface preparation (sandblasting, waterblasting, grinding) as part of the application process. Traffic protective delineating system installer: removes, relocates, installs, permanently affixed roadside and parking delineation barricades, fencing, cable anchor, guard rail, reference signs, monument markers; operation of all related machinery and equipment; power broom sweeper

GROUP 4: Striper: layout and application of traffic stripes and markings; hot thermo plastic; tape traffic stripes and markings, including traffic control; operation of all

City of South El Monte

related machinery and equipment

LABO1414-001 08/07/2019

	Rates	Fringes
LABORER		
PLASTER CLEAN-UP LABORER....	\$ 34.82	20.02
PLASTER TENDER.....	\$ 37.37	20.02

Work on a swing stage scaffold: \$1.00 per hour additional.

* PAIN0036-001 07/01/2019

	Rates	Fringes
Painters: (Including Lead Abatement)		
(1) Repaint (excludes San Diego County).....	\$ 28.59	15.97
(2) All Other Work.....	\$ 32.12	16.09

REPAINT of any previously painted structure. Exceptions:
work involving the aerospace industry, breweries,
commercial recreational facilities, hotels which operate
commercial establishments as part of hotel service, and
sports facilities.

* PAIN0036-006 10/01/2019

	Rates	Fringes
DRYWALL FINISHER/TAPER		
Antelope Valley North of the following Boundary: Kern County Line to Hwy. #5, South on Hwy. #5 to Hwy. N2, East on N2 to Palmdale Blvd., to Hwy. #14, South to Hwy. #18, East to Hwy. #395.....	\$ 38.05	19.52
Remainder of Los Angeles County.....	\$ 42.18	19.52

PAIN0036-015 06/01/2018

	Rates	Fringes
GLAZIER.....	\$ 42.20	25.50

FOOTNOTE: Additional \$1.25 per hour for work in a condor,
from the third (3rd) floor and up Additional \$1.25 per
hour for work on the outside of the building from a swing
stage or any suspended contrivance, from the ground up

PAIN1247-002 01/01/2019

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 35.35	14.56

PLAS0200-009 08/07/2019

	Rates	Fringes
PLASTERER.....	\$ 43.73	16.03

PLAS0500-002 07/01/2019

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 37.00	25.53

PLUM0016-001 09/01/2018

	Rates	Fringes
PLUMBER/PIPEFITTER Plumber and Pipefitter All other work except work on new additions and remodeling of bars, restaurant, stores and commercial buildings not to exceed 5,000 sq. ft. of floor space and work on strip malls, light commercial, tenant improvement and remodel work.....	\$ 50.13	22.16
Work ONLY on new additions and remodeling of bars, restaurant, stores and commercial buildings not to exceed 5,000 sq. ft. of floor space.....	\$ 48.58	21.18
Work ONLY on strip malls, light commercial, tenant improvement and remodel work.....	\$ 37.10	19.51

PLUM0345-001 09/01/2019

	Rates	Fringes
PLUMBER Landscape/Irrigation Fitter..	\$ 34.40	23.05
Sewer & Storm Drain Work....	\$ 34.40	23.05

ROOF0036-002 08/01/2019

City of South El Monte

	Rates	Fringes
ROOFER.....	\$ 39.52	17.47

FOOTNOTE: Pitch premium: Work on which employees are exposed to pitch fumes or required to handle pitch, pitch base or pitch impregnated products, or any material containing coal tar pitch, the entire roofing crew shall receive \$1.75 per hour "pitch premium" pay.

SFCA0669-013 04/01/2019

DOES NOT INCLUDE THE CITY OF POMONA, CATALINA ISLAND, AND THAT PART OF LOS ANGELES COUNTY WITHIN 25 MILES OF THE CITY LIMITS OF LOS ANGELES:

	Rates	Fringes
SPRINKLER FITTER.....	\$ 38.85	23.85

SFCA0709-005 01/01/2018

THE CITY OF POMOMA, CATALINA ISLAND, AND THAT PART OF LOS ANGELES COUNTY WITHIN 25 MILES OF THE CITY LIMITS OF LOS ANGELES:

	Rates	Fringes
SPRINKLER FITTER (Fire).....	\$ 42.26	25.92

SHEE0105-002 01/01/2020

LOS ANGELES (South of a straight line between gorman and Big Pines including Catalina Island)

	Rates	Fringes
SHEET METAL WORKER		
(1) Light Commercial: Work on general sheet metal and heating and AC up to 4000 sq ft.....	\$ 27.47	10.42
(2) Modernization : Excluding New Construction - Under 5000 sq. ft. Does not include modification, upgrades, energy management, or conservation improvements of central heating and AC equipment.....	\$ 27.47	10.72

SHEE0105-003 01/01/2020

City of South El Monte

LOS ANGELES (South of a straight line drawn between Gorman and Big Pines) and Catalina Island, INYO, KERN (Northeast part, East of Hwy 395), MONO ORANGE, RIVERSIDE, AND SAN BERNARDINO COUNTIES

	Rates	Fringes
SHEET METAL WORKER		
(1) Commercial - New Construction and Remodel work.....	\$ 45.78	28.96
(2) Industrial work including air pollution control systems, noise abatement, hand rails, guard rails, excluding aritechtrual sheet metal work, excluding A-C, heating, ventilating systems for human comfort...	\$ 45.78	28.96

SHEE0105-004 01/01/2020

KERN (Excluding portion East of Hwy 395) & LOS ANGELES (North of a straight line drawn between Gorman and Big Pines including Cities of Lancaster and Palmdale) COUNTIES

	Rates	Fringes
SHEET METAL WORKER.....	\$ 35.38	27.99

TEAM0011-002 07/01/2019

	Rates	Fringes
TRUCK DRIVER		
GROUP 1.....	\$ 31.59	29.59
GROUP 2.....	\$ 31.74	29.59
GROUP 3.....	\$ 31.87	29.59
GROUP 4.....	\$ 32.06	29.59
GROUP 5.....	\$ 32.09	29.59
GROUP 6.....	\$ 32.12	29.59
GROUP 7.....	\$ 32.37	29.59
GROUP 8.....	\$ 32.62	29.59
GROUP 9.....	\$ 32.82	29.59
GROUP 10.....	\$ 33.12	29.59
GROUP 11.....	\$ 33.62	29.59
GROUP 12.....	\$ 34.05	29.59

WORK ON ALL MILITARY BASES:

PREMIUM PAY: \$3.00 per hour additional.

[29 palms Marine Base, Camp Roberts, China Lake, Edwards AFB, El Centro Naval Facility, Fort Irwin, Marine Corps Logistics Base at Nebo & Yermo, Mountain Warfare Training Center, Bridgeport, Point Arguello, Point Conception,

City of South El Monte

Vandenberg AFB]

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Truck driver

GROUP 2: Driver of vehicle or combination of vehicles - 2 axles; Traffic control pilot car excluding moving heavy equipment permit load; Truck mounted broom

GROUP 3: Driver of vehicle or combination of vehicles - 3 axles; Boot person; Cement mason distribution truck; Fuel truck driver; Water truck - 2 axle; Dump truck, less than 16 yds. water level; Erosion control driver

GROUP 4: Driver of transit mix truck, under 3 yds.; Dumpcrete truck, less than 6-1/2 yds. water level

GROUP 5: Water truck, 3 or more axles; Truck greaser and tire person (\$0.50 additional for tire person); Pipeline and utility working truck driver, including winch truck and plastic fusion, limited to pipeline and utility work; Slurry truck driver

GROUP 6: Transit mix truck, 3 yds. or more; Dumpcrete truck, 6-1/2 yds. water level and over; Vehicle or combination of vehicles - 4 or more axles; Oil spreader truck; Dump truck, 16 yds. to 25 yds. water level

GROUP 7: A Frame, Swedish crane or similar; Forklift driver; Ross carrier driver

GROUP 8: Dump truck, 25 yds. to 49 yds. water level; Truck repair person; Water pull - single engine; Welder

GROUP 9: Truck repair person/welder; Low bed driver, 9 axles or over

GROUP 10: Dump truck - 50 yds. or more water level; Water pull - single engine with attachment

GROUP 11: Water pull - twin engine; Water pull - twin engine with attachments; Winch truck driver - \$1.25 additional when operating winch or similar special attachments

GROUP 12: Boom Truck 17K and above

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.
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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave

City of South El Monte

for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

ATTACHMENT C

1. BID TABULATION

PROJECT NAME: CITY OF SOUTH EL MONTE,
SENIOR CENTER WOMEN & MEN'S RESTROOM RENOVATION PROJECT
LACDA PROJECT NO.: 601985-18
CITY PROJECT NO.: 251

BID TABULATION			Apparent Low Bidder 1		Apparent Low Bidder 2		Apparent Low Bidder 3		Apparent Low Bidder 4	
			Urban Professional Builders, Inc.		GDL Best Contractors, Inc.		R Dependable Const., Inc.		Corral Construction & Development Inc.	
Bid Item and Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
MEN'S RESTROOM IMPROVEMENTS										
1 REMOVE EXISTING SINK, COUNTER AND CABINET. FURNISH AND INSTALL (1 EA) NEW ACCESSIBLE SINK FROM AMERICAN STANDARD (WWW.AMERICANSTANDARD-US.COM/) INCLUDING WASTE LINES AND WATER SUPPLY LINES AND INSTALL NEW CABINET AND COUNTER TO MATCH EXISTING. COLOR AND FINISH TO BE DETERMINED BY THE CITY.	1	LS	\$7,000.00	\$7,000.00	\$3,500.00	\$3,500.00	\$4,450.00	\$4,450.00	\$2,500.00	\$2,500.00
2 REMOVE EXISTING FAUCETS. FURNISH AND INSTALL (1 EA) CHICAGO HTYRNIC TRADITIONAL FAUCETS, MODEL 116.101.AB.1 OR CITY APPROVED EQUAL.	1	LS	\$1,000.00	\$1,000.00	\$600.00	\$600.00	\$2,115.00	\$2,115.00	\$800.00	\$800.00
3 REMOVE EXISTING MIRROR. FURNISH AND INSTALL (1 EA) BOBRICK B-290 2448 GLASS MIRROR WITH STAINLESS STEEL ANGLE FRAME OR CITY APPROVED EQUAL.	1	LS	\$400.00	\$400.00	\$800.00	\$800.00	\$895.00	\$895.00	\$500.00	\$500.00
4 REMOVE EXISTING (1 EA) URINAL INCLUDING PARTITION, WASTE LINE AND WATER SUPPLY LINE INCLUDING WALL REPAIR AS NEEDED.	1	LS	\$700.00	\$700.00	\$1,500.00	\$1,500.00	\$877.00	\$877.00	\$1,000.00	\$1,000.00
5 REMOVE EXISTING TOILET PARTITION.	1	LS	\$400.00	\$400.00	\$300.00	\$300.00	\$877.00	\$877.00	\$400.00	\$400.00
6 REMOVE EXISTING GRAB BARS. FURNISH AND INSTALL (1 EA) BOBRICK, MODEL B5806 1-1/4" DIAMETER STAINLESS STEEL GRAB BARS WITH SNAP FLANGE.	1	LS	\$500.00	\$500.00	\$1,200.00	\$1,200.00	\$895.00	\$895.00	\$500.00	\$500.00
7 REMOVE EXISTING (1 EA) TOILET. FURNISH AND INSTALL (1 EA) NEW ACCESSIBLE FLOOR MOUNTED TOILET SYSTEM (AMERICAN STANDARD, MODEL 3451.528.020 FLOOR MOUNT MADERA 1.28 GPF EVERCLEAN TOILET WITH SELECTRONIC BATTERY FLUSH VALVE INCLUDING AMERICAN STANDARD #5901.110T HEAVY DUTY OPEN FRONT LESS COVER (OR CITY APPROVED EQUAL). COLOR SHALL BE WHITE. WORK INCLUDES RELOCATION OF PLUMBING (PIPES, FITTINGS, CLOSET RING, AND ALL OTHER APPURTENANCES AS NEEDED TO MEET NECESSARY ADA CLEARANCES).	1	LS	\$3,000.00	\$3,000.00	\$4,500.00	\$4,500.00	\$2,420.00	\$2,420.00	\$5,000.00	\$5,000.00
8 REMOVE EXISTING PAPER TOWEL DISPENSER. FURNISH AND INSTALL (1 EA) BOBRICK SURFACE MOUNTED PAPER TOWEL DISPENSER, MODEL B262 OR CITY APPROVED EQUAL.	1	LS	\$600.00	\$600.00	\$200.00	\$200.00	\$780.00	\$780.00	\$400.00	\$400.00
9 REMOVE EXISTING TOILET TISSUE DISPENSER. FURNISH AND INSTALL (1 EA) NEW BOBRICK, MODEL B2892 JUMBO TOILET TISSUE DISPENSER OR CITY APPROVED EQUAL.	1	LS	\$300.00	\$300.00	\$200.00	\$200.00	\$780.00	\$780.00	\$400.00	\$400.00
10 FURNISH AND INSTALL (1 EA) BOBRICK, MODEL B2250 FLOOR STANDING STAINLESS STEEL WASTE RECEPTACLE OR CITY APPROVED EQUAL.	1	LS	\$800.00	\$800.00	\$1,500.00	\$1,500.00	\$1,052.00	\$1,052.00	\$700.00	\$700.00

1. BID TABULATION

PROJECT NAME: CITY OF SOUTH EL MONTE,
SENIOR CENTER WOMEN & MEN'S RESTROOM RENOVATION PROJECT
LACDA PROJECT NO.: 601985-18
CITY PROJECT NO.: 251

BID TABULATION			Apparent Low Bidder 1		Apparent Low Bidder 2		Apparent Low Bidder 3		Apparent Low Bidder 4	
			Urban Professional Builders, Inc.		GDL Best Contractors, Inc.		R Dependable Const., Inc.		Corral Construction & Development Inc.	
Bid Item and Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
11 REMOVE EXISTING SEAT COVER DISPENSER. FURNISH AND INSTALL (1 EA) BOBRICK, MODEL B4221 CONTURA SERIES SEAT COVER DISPENSER OR CITY APPROVED EQUAL.	1	LS	\$200.00	\$200.00	\$300.00	\$300.00	\$780.00	\$780.00	\$400.00	\$400.00
12 REMOVE EXISTING SOAP DISPENSER. FURNISH AND INSTALL (1 EA) BOBRICK, MODEL B2013 AUTOMATIC SENSOR SOAP DISPENSER OR CITY APPROVED EQUAL.	1	LS	\$600.00	\$600.00	\$300.00	\$300.00	\$991.00	\$991.00	\$400.00	\$400.00
13 REPLACE EXISTING LIGHTING WITH NEW LED LIGHTING (BROWNLEE LIGHTING, MODEL 5020-48-WEC-48 SIZE-CPA), L=48", WHITE ENDCAPS, H32LED 2-H SERIES BOARDS, CLEAR PRISMATIC ACRYLIC OR CITY APPROVED EQUAL.	1	LS	\$600.00	\$600.00	\$1,200.00	\$1,200.00	\$1,700.00	\$1,700.00	\$2,000.00	\$2,000.00
14 REMOVE ALL EXISTING WALL TILES. FURNISH AND INSTALL (200 SF) DALTILE MUSHROOM BRIXTON 6" X 6" CERAMIC MULTI SURFACE WALL TILES INCLUDING UNIVERSAL BX10 DECORATIVE ACCENT BORDER. FINAL COLOR SHALL BE DETERMINED BY THE CITY.	1	LS	\$6,000.00	\$6,000.00	\$5,500.00	\$5,500.00	\$6,500.00	\$6,500.00	\$8,000.00	\$8,000.00
15 REMOVE ALL EXISTING FLOOR TILES. FURNISH AND INSTALL (100 SF) DALTILE (BX0312121P2) MUSHROOM BRIXTON MUSHROOM 2" X 2" CERAMIC MULTI SURFACE FLOOR TILES. FINAL COLOR SHALL BE DETERMINED BY THE CITY.	1	LS	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,550.00	\$3,550.00	\$4,000.00	\$4,000.00
16 PAINT RESTROOM WALL AND CEILING (300 SF) WITH DUNN EDWARDS INTERIOR EGGSHELL SPARTAWALL. PAINT COLOR TO BE DETERMINED BY THE CITY.	1	LS	\$1,000.00	\$1,000.00	\$900.00	\$900.00	\$968.00	\$968.00	\$800.00	\$800.00
17 REMOVE EXISTING DOOR INCLUDING JAM AND HARDWARE. FURNISH AND INSTALL NEW DOOR, JAM, AND HARDWARE TO MATCH SINGLE OCCUPANCY ACCESSIBLE RESTROOM STANDARDS.	1	LS	\$1,400.00	\$1,400.00	\$5,000.00	\$5,000.00	\$3,115.00	\$3,115.00	\$3,500.00	\$3,500.00
18 FURNISH AND INSTALL ADA ALL GENDER RESTROOM SIGNS.	1	LS	\$200.00	\$200.00	\$300.00	\$300.00	\$500.00	\$500.00	\$249.00	\$249.00
WOMEN'S RESTROOM IMPROVEMENTS										
19 REMOVE EXISTING SINK, COUNTER AND CABINET. FURNISH AND INSTALL (1 EA) NEW ACCESSIBLE SINK FROM AMERICAN STANDARD (WWW.AMERICANSTANDARD-US.COM/) INCLUDING WASTE LINES AND WATER SUPPLY LINES AND INSTALL NEW CABINET AND COUNTER TO MATCH EXISTING. COLOR AND FINISH TO BE DETERMINED BY THE CITY.	1	LS	\$7,000.00	\$7,000.00	\$3,500.00	\$3,500.00	\$4,450.00	\$4,450.00	\$2,500.00	\$2,500.00
20 REMOVE EXISTING FAUCETS. FURNISH AND INSTALL (1 EA) CHICAGO HTYRNIC TRADITIONAL FAUCETS, MODEL 116.101.AB.1 OR CITY APPROVED EQUAL.	1	LS	\$1,000.00	\$1,000.00	\$600.00	\$600.00	\$1,500.00	\$1,500.00	\$800.00	\$800.00

1. BID TABULATION

PROJECT NAME: CITY OF SOUTH EL MONTE,
SENIOR CENTER WOMEN & MEN'S RESTROOM RENOVATION PROJECT
LACDA PROJECT NO.: 601985-18
CITY PROJECT NO.: 251

BID TABULATION			Apparent Low Bidder 1		Apparent Low Bidder 2		Apparent Low Bidder 3		Apparent Low Bidder 4	
			Urban Professional Builders, Inc.		GDL Best Contractors, Inc.		R Dependable Const., Inc.		Corral Construction & Development Inc.	
Bid Item and Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
21 REMOVE EXISTING MIRROR. FURNISH AND INSTALL (1 EA) BOBRICK B-290 2448 GLASS MIRROR WITH STAINLESS STEEL ANGLE FRAME OR CITY APPROVED EQUAL.	1	LS	\$400.00	\$400.00	\$800.00	\$800.00	\$955.00	\$955.00	\$500.00	\$500.00
22 REMOVE EXISTING TOILET PARTITION. INSTALL NEW TOILET PARTITION FOR TWO TOILETS (1 WHEELCHAIR ACCESSIBLE AND 1 REGULAR TOILETS) COMPLETE FROM BOBRICK HPL SERIES, COLOR TO BE DETERMINED BY THE CITY.	1	LS	\$4,000.00	\$4,000.00	\$3,200.00	\$3,200.00	\$4,144.00	\$4,144.00	\$7,500.00	\$7,500.00
23 REMOVE EXISTING GRAB BARS. FURNISH AND INSTALL (1 EA) BOBRICK, MODEL B5806 1-1/4" DIAMETER STAINLESS STEEL GRAB BARS WITH SNAP FLANGE.	1	LS	\$500.00	\$500.00	\$1,200.00	\$1,200.00	\$700.00	\$700.00	\$500.00	\$500.00
24 REMOVE EXISTING (2 EA) TOILETS. FURNISH AND INSTALL (2 EA) NEW ACCESSIBLE FLOOR MOUNTED TOILET SYSTEM (AMERICAN STANDARD, MODEL 3451.528.020 FLOOR MOUNT MADERA 1.28 GPF EVERCLEAN TOILET WITH SELECTRONIC BATTERY FLUSH VALVE INCLUDING AMERICAN STANDARD #5901.110T HEAVY DUTY OPEN FRONT LESS COVER (OR CITY APPROVED EQUAL). COLOR SHALL BE WHITE. WORK INCLUDES RELOCATION OF PLUMBING (PIPES, FITTINGS, CLOSET RING, AND ALL OTHER APPURTENANCES AS NEEDED TO MEET NECESSARY ADA CLEARANCES).	1	LS	\$6,000.00	\$6,000.00	\$4,500.00	\$4,500.00	\$3,888.00	\$3,888.00	\$10,000.00	\$10,000.00
25 REMOVE EXISTING (1 EA) PAPER TOWEL DISPENSER. FURNISH AND INSTALL (1 EA) BOBRICK SURFACE MOUNTED PAPER TOWEL DISPENSER, MODEL B262 OR CITY APPROVED EQUAL.	1	LS	\$600.00	\$600.00	\$300.00	\$300.00	\$972.00	\$972.00	\$400.00	\$400.00
26 REMOVE EXISTING (2 EA) TOILET TISSUE DISPENSER. FURNISH AND INSTALL (2 EA) NEW BOBRICK, MODEL B2892 JUMBO TOILET TISSUE DISPENSER OR CITY APPROVED EQUAL.	1	LS	\$600.00	\$600.00	\$300.00	\$300.00	\$1,097.00	\$1,097.00	\$800.00	\$800.00
27 FURNISH AND INSTALL (1 EA) BOBRICK, MODEL B2250 FLOOR STANDING STAINLESS STEEL WASTE RECEPTACLE OR CITY APPROVED EQUAL.	1	LS	\$800.00	\$800.00	\$1,500.00	\$1,500.00	\$780.00	\$780.00	\$700.00	\$700.00
28 REMOVE EXISTING (2 EA) SEAT COVER DISPENSER. FURNISH AND INSTALL (2 EA) BOBRICK, MODEL B4221 CONTURA SERIES SEAT COVER DISPENSER OR CITY APPROVED EQUAL.	1	LS	\$400.00	\$400.00	\$300.00	\$300.00	\$976.00	\$976.00	\$800.00	\$800.00
29 REMOVE EXISTING SOAP DISPENSER. FURNISH AND INSTALL (1 EA) BOBRICK, MODEL B2013 AUTOMATIC SENSOR SOAP DISPENSER OR CITY APPROVED EQUAL.	1	LS	\$600.00	\$600.00	\$300.00	\$300.00	\$1,010.00	\$1,010.00	\$400.00	\$400.00
30 REPLACE EXISTING LIGHTING WITH NEW LED LIGHTING (BROWNLEE LIGHTING, MODEL 5020-48-WEC-48 SIZE-CPA), L=48", WHITE ENDCAPS, H32LED 2-H SERIES BOARDS, CLEAR PRISMATIC ACRYLIC OR CITY APPROVED EQUAL.	1	LS	\$600.00	\$600.00	\$1,200.00	\$1,200.00	\$2,105.00	\$2,105.00	\$2,000.00	\$2,000.00

1. BID TABULATION

PROJECT NAME: CITY OF SOUTH EL MONTE,
SENIOR CENTER WOMEN & MEN'S RESTROOM RENOVATION PROJECT
LACDA PROJECT NO.: 601985-18
CITY PROJECT NO.: 251

BID TABULATION			Apparent Low Bidder 1		Apparent Low Bidder 2		Apparent Low Bidder 3		Apparent Low Bidder 4	
			Urban Professional Builders, Inc.		GDL Best Contractors, Inc.		R Dependable Const., Inc.		Corral Construction & Development Inc.	
Bid Item and Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
31 REMOVE ALL EXISTING WALL TILES. FURNISH AND INSTALL (200 SF) DALTILE MUSHROOM BRIXTON 6" X 6" CERAMIC MULTI SURFACE WALL TILES INCLUDING UNIVERSAL BX10 DECORATIVE ACCENT BORDER. FINAL COLOR SHALL BE DETERMINED BY THE CITY.	1	LS	\$6,000.00	\$6,000.00	\$5,500.00	\$5,500.00	\$6,500.00	\$6,500.00	\$8,000.00	\$8,000.00
32 REMOVE ALL EXISTING FLOOR TILES. FURNISH AND INSTALL (100 SF) DALTILE (BX0312121P2) MUSHROOM BRIXTON MUSHROOM 2" X 2" CERAMIC MULTI SURFACE FLOOR TILES. FINAL COLOR SHALL BE DETERMINED BY THE CITY.	1	LS	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,880.00	\$3,880.00	\$4,000.00	\$4,000.00
33 PAINT RESTROOM WALL AND CEILING (300 SF) WITH DUNN EDWARDS INTERIOR EGGSHELL SPARTAWALL. PAINT COLOR TO BE DETERMINED BY THE CITY.	1	LS	\$1,000.00	\$1,000.00	\$900.00	\$900.00	\$900.00	\$900.00	\$800.00	\$800.00
34 REMOVE EXISTING DOOR INCLUDING JAM AND HARDWARE. FURNISH AND INSTALL NEW DOOR, JAM, AND HARDWARE TO MATCH SINGLE OCCUPANCY ACCESSIBLE RESTROOM STANDARDS.	1	LS	\$1,400.00	\$1,400.00	\$5,000.00	\$5,000.00	\$3,840.00	\$3,840.00	\$3,500.00	\$3,500.00
35 FURNISH AND INSTALL ADA WOMEN RESTROOM SIGNS.	1	LS	\$200.00	\$200.00	\$300.00	\$300.00	\$500.00	\$500.00	\$249.00	\$249.00
36 CITY ESTABLISHED ALLOWANCE FOR ANY UNFORESEEN MECHANICAL, ELECTRICAL, AND PLUMBING REPAIRS/IMPROVEMENTS AS NEEDED. CITY MAY USE THIS ALLOWANCE AT ITS SOLE DISCRETION BASED ON FINAL FIELD CONDITIONS AND WITH FINAL COST NEGOTIATED AND ESTABLISHED ON FINAL AGREED SCOPE.	1	LS	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
BID RANKING				Apparent Low Bidder 1		Apparent Low Bidder 2		Apparent Low Bidder 3		Apparent Low Bidder 4
TOTAL BID AMOUNT CALCULATED BASED ON UNIT PRICES				\$76,800.00		\$78,200.00		\$86,442.00		\$89,998.00
TOTAL BID AMOUNT INDICATED BY BIDDER				\$76,800.00		\$83,300.00		\$86,442.00		\$89,998.00
CALCULATION CORRECTIONS TO BID AMOUNT SUBMITTED BY CONTRACTOR BASED ON CALCULATED BID AMOUNT				\$0.00		-\$5,100.00		\$0.00		\$0.00
IS THE BIDDER QUALIFIED BASED ON REFERENCE PROJECTS			YES							
SUBCONTRACTOR %			20.00%		0.00%		5.00%		8.00%	
SUBCONTRACTORS			Cresby Plumbing	20.00%	N/A		Preferred Construction Specialties	5.00%	Thomas Partitions + Specialties Inc.	8.00%
TOTAL				20.00%	TOTAL	0.00%	TOTAL	5.00%	TOTAL	8.00%

1. BID TABULATION

PROJECT NAME: CITY OF SOUTH EL MONTE,
SENIOR CENTER WOMEN & MEN'S RESTROOM RENOVATION
LACDA PROJECT NO.: 601985-18
CITY PROJECT NO.: 251

BID TABULATION			Apparent Low Bidder 5		AVERAGE BID VALUES		LOWEST UNIT BID PRICE	HIGHEST UNIT BID PRICE
			RS Construction & Development, Inc.					
Bid Item and Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price		
MEN'S RESTROOM IMPROVEMENTS								
1 REMOVE EXISTING SINK, COUNTER AND CABINET. FURNISH AND INSTALL (1 EA) NEW ACCESSIBLE SINK FROM AMERICAN STANDARD (WWW.AMERICANSTANDARD-US.COM/) INCLUDING WASTE LINES AND WATER SUPPLY LINES AND INSTALL NEW CABINET AND COUNTER TO MATCH EXISTING. COLOR AND FINISH TO BE DETERMINED BY THE CITY.	1	LS	\$5,000.00	\$5,000.00	\$4,490.00	\$4,490.00	\$2,500.00	\$7,000.00
2 REMOVE EXISTING FAUCETS. FURNISH AND INSTALL (1 EA) CHICAGO HYDRONIC TRADITIONAL FAUCETS, MODEL 116.101.AB.1 OR CITY APPROVED EQUAL.	1	LS	\$1,800.00	\$1,800.00	\$1,263.00	\$1,263.00	\$600.00	\$2,115.00
3 REMOVE EXISTING MIRROR. FURNISH AND INSTALL (1 EA) BOBRICK B-290 2448 GLASS MIRROR WITH STAINLESS STEEL ANGLE FRAME OR CITY APPROVED EQUAL.	1	LS	\$1,050.00	\$1,050.00	\$729.00	\$729.00	\$400.00	\$1,050.00
4 REMOVE EXISTING (1 EA) URINAL INCLUDING PARTITION, WASTE LINE AND WATER SUPPLY LINE INCLUDING WALL REPAIR AS NEEDED.	1	LS	\$1,200.00	\$1,200.00	\$1,055.40	\$1,055.40	\$700.00	\$1,500.00
5 REMOVE EXISTING TOILET PARTITION.	1	LS	\$550.00	\$550.00	\$505.40	\$505.40	\$300.00	\$877.00
6 REMOVE EXISTING GRAB BARS. FURNISH AND INSTALL (1 EA) BOBRICK, MODEL B5806 1-1/4" DIAMETER STAINLESS STEEL GRAB BARS WITH SNAP FLANGE.	1	LS	\$1,050.00	\$1,050.00	\$829.00	\$829.00	\$500.00	\$1,200.00
7 REMOVE EXISTING (1 EA) TOILET. FURNISH AND INSTALL (1 EA) NEW ACCESSIBLE FLOOR MOUNTED TOILET SYSTEM (AMERICAN STANDARD, MODEL 3451.528.020 FLOOR MOUNT MADRA 1.28 GPF EVERCLEAN TOILET WITH SELECTRONIC BATTERY FLUSH VALVE INCLUDING AMERICAN STANDARD #5901.110T HEAVY DUTY OPEN FRONT LESS COVER (OR CITY APPROVED EQUAL). COLOR SHALL BE WHITE. WORK INCLUDES RELOCATION OF PLUMBING (PIPES, FITTINGS, CLOSET RING, AND ALL OTHER APPURTENANCES AS NEEDED TO MEET NECESSARY ADA CLEARANCES).	1	LS	\$1,800.00	\$1,800.00	\$3,344.00	\$3,344.00	\$1,800.00	\$5,000.00
8 REMOVE EXISTING PAPER TOWEL DISPENSER. FURNISH AND INSTALL (1 EA) BOBRICK SURFACE MOUNTED PAPER TOWEL DISPENSER, MODEL B262 OR CITY APPROVED EQUAL.	1	LS	\$1,050.00	\$1,050.00	\$606.00	\$606.00	\$200.00	\$1,050.00
9 REMOVE EXISTING TOILET TISSUE DISPENSER. FURNISH AND INSTALL (1 EA) NEW BOBRICK, MODEL B2892 JUMBO TOILET TISSUE DISPENSER OR CITY APPROVED EQUAL.	1	LS	\$1,050.00	\$1,050.00	\$546.00	\$546.00	\$200.00	\$1,050.00
10 FURNISH AND INSTALL (1 EA) BOBRICK, MODEL B2250 FLOOR STANDING STAINLESS STEEL WASTE RECEPTACLE OR CITY APPROVED EQUAL.	1	LS	\$1,500.00	\$1,500.00	\$1,110.40	\$1,110.40	\$700.00	\$1,500.00

1. BID TABULATION

PROJECT NAME: CITY OF SOUTH EL MONTE,
SENIOR CENTER WOMEN & MEN'S RESTROOM RENOVATION
LACDA PROJECT NO.: 601985-18
CITY PROJECT NO.: 251

BID TABULATION			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
11	REMOVE EXISTING SEAT COVER DISPENSER. FURNISH AND INSTALL (1 EA) BOBRICK, MODEL B4221 CONTURA SERIES SEAT COVER DISPENSER OR CITY APPROVED EQUAL.	1	LS	\$950.00	\$950.00	\$526.00	\$526.00	\$200.00	\$950.00
12	REMOVE EXISTING SOAP DISPENSER. FURNISH AND INSTALL (1 EA) BOBRICK, MODEL B2013 AUTOMATIC SENSOR SOAP DISPENSER OR CITY APPROVED EQUAL.	1	LS	\$950.00	\$950.00	\$648.20	\$648.20	\$300.00	\$991.00
13	REPLACE EXISTING LIGHTING WITH NEW LED LIGHTING (BROWNLEE LIGHTING, MODEL 5020-48-WEC-48 SIZE-CPA), L=48", WHITE ENDCAPS, H32LED 2-H SERIES BOARDS, CLEAR PRISMATIC ACRYLIC OR CITY APPROVED EQUAL.	1	LS	\$3,200.00	\$3,200.00	\$1,740.00	\$1,740.00	\$600.00	\$3,200.00
14	REMOVE ALL EXISTING WALL TILES. FURNISH AND INSTALL (200 SF) DALTILE MUSHROOM BRIXTON 6" X 6" CERAMIC MULTI SURFACE WALL TILES INCLUDING UNIVERSAL BX10 DECORATIVE ACCENT BORDER. FINAL COLOR SHALL BE DETERMINED BY THE CITY.	1	LS	\$6,500.00	\$6,500.00	\$6,500.00	\$6,500.00	\$5,500.00	\$8,000.00
15	REMOVE ALL EXISTING FLOOR TILES. FURNISH AND INSTALL (100 SF) DALTILE (BX0312121P2) MUSHROOM BRIXTON MUSHROOM 2" X 2" CERAMIC MULTI SURFACE FLOOR TILES. FINAL COLOR SHALL BE DETERMINED BY THE CITY.	1	LS	\$4,200.00	\$4,200.00	\$3,550.00	\$3,550.00	\$3,000.00	\$4,200.00
16	PAINT RESTROOM WALL AND CEILING (300 SF) WITH DUNN EDWARDS INTERIOR EGGSHELL SPARTAWALL. PAINT COLOR TO BE DETERMINED BY THE CITY.	1	LS	\$2,200.00	\$2,200.00	\$1,173.60	\$1,173.60	\$800.00	\$2,200.00
17	REMOVE EXISTING DOOR INCLUDING JAM AND HARDWARE. FURNISH AND INSTALL NEW DOOR, JAM, AND HARDWARE TO MATCH SINGLE OCCUPANCY ACCESSIBLE RESTROOM STANDARDS.	1	LS	\$4,800.00	\$4,800.00	\$3,563.00	\$3,563.00	\$1,400.00	\$5,000.00
18	FURNISH AND INSTALL ADA ALL GENDER RESTROOM SIGNS.	1	LS	\$350.00	\$350.00	\$319.80	\$319.80	\$200.00	\$500.00
WOMEN'S RESTROOM IMPROVEMENTS									
19	REMOVE EXISTING SINK, COUNTER AND CABINET. FURNISH AND INSTALL (1 EA) NEW ACCESSIBLE SINK FROM AMERICAN STANDARD (WWW.AMERICANSTANDARD-US.COM/) INCLUDING WASTE LINES AND WATER SUPPLY LINES AND INSTALL NEW CABINET AND COUNTER TO MATCH EXISTING. COLOR AND FINISH TO BE DETERMINED BY THE CITY.	1	LS	\$5,000.00	\$5,000.00	\$4,490.00	\$4,490.00	\$2,500.00	\$7,000.00
20	REMOVE EXISTING FAUCETS. FURNISH AND INSTALL (1 EA) CHICAGO HTYRNIC TRADITIONAL FAUCETS, MODEL 116.101.AB.1 OR CITY APPROVED EQUAL	1	LS	\$1,800.00	\$1,800.00	\$1,140.00	\$1,140.00	\$600.00	\$1,800.00

1. BID TABULATION

PROJECT NAME: CITY OF SOUTH EL MONTE,
SENIOR CENTER WOMEN & MEN'S RESTROOM RENOVATION
LACDA PROJECT NO.: 601985-18
CITY PROJECT NO.: 251

BID TABULATION			Apparent Low Bidder 5		AVERAGE BID VALUES		LOWEST UNIT BID PRICE	HIGHEST UNIT BID PRICE	
			RS Construction & Development, Inc.						
Bid Item and Description		Qty	Unit	Unit Price	Total Price	Unit Price	Total Price		
21	REMOVE EXISTING MIRROR. FURNISH AND INSTALL (1 EA) BOBRICK B-290 2448 GLASS MIRROR WITH STAINLESS STEEL ANGLE FRAME OR CITY APPROVED EQUAL.	1	LS	\$1,050.00	\$1,050.00	\$741.00	\$741.00	\$400.00	\$1,050.00
22	REMOVE EXISTING TOILET PARTITION. INSTALL NEW TOILET PARTITION FOR TWO TOILETS (1 WHEELCHAIR ACCESSIBLE AND 1 REGULAR TOILETS) COMPLETE FROM BOBRICK HPL SERIES, COLOR TO BE DETERMINED BY THE CITY.	1	LS	\$3,500.00	\$3,500.00	\$4,468.80	\$4,468.80	\$3,200.00	\$7,500.00
23	REMOVE EXISTING GRAB BARS. FURNISH AND INSTALL (1 EA) BOBRICK, MODEL B5806 1-1/4" DIAMETER STAINLESS STEEL GRAB BARS WITH SNAP FLANGE.	1	LS	\$950.00	\$950.00	\$770.00	\$770.00	\$500.00	\$1,200.00
24	REMOVE EXISTING (2 EA) TOILETS. FURNISH AND INSTALL (2 EA) NEW ACCESSIBLE FLOOR MOUNTED TOILET SYSTEM (AMERICAN STANDARD, MODEL 3451.528.020 FLOOR MOUNT MADERA 1.28 GPF EVERCLEAN TOILET WITH SELECTRONIC BATTERY FLUSH VALVE INCLUDING AMERICAN STANDARD #5901.110T HEAVY DUTY OPEN FRONT LESS COVER (OR CITY APPROVED EQUAL). COLOR SHALL BE WHITE. WORK INCLUDES RELOCATION OF PLUMBING (PIPES, FITTINGS, CLOSET RING, AND ALL OTHER APPURTENANCES AS NEEDED TO MEET NECESSARY ADA CLEARANCES).	1	LS	\$5,800.00	\$5,800.00	\$6,037.60	\$6,037.60	\$3,888.00	\$10,000.00
25	REMOVE EXISTING (1 EA) PAPER TOWEL DISPENSER. FURNISH AND INSTALL (1 EA) BOBRICK SURFACE MOUNTED PAPER TOWEL DISPENSER, MODEL B262 OR CITY APPROVED EQUAL.	1	LS	\$950.00	\$950.00	\$644.40	\$644.40	\$300.00	\$972.00
26	REMOVE EXISTING (2 EA) TOILET TISSUE DISPENSER. FURNISH AND INSTALL (2 EA) NEW BOBRICK, MODEL B2892 JUMBO TOILET TISSUE DISPENSER OR CITY APPROVED EQUAL.	1	LS	\$1,000.00	\$1,000.00	\$759.40	\$759.40	\$300.00	\$1,097.00
27	FURNISH AND INSTALL (1 EA) BOBRICK, MODEL B2250 FLOOR STANDING STAINLESS STEEL WASTE RECEPTACLE OR CITY APPROVED EQUAL.	1	LS	\$1,225.00	\$1,225.00	\$1,001.00	\$1,001.00	\$700.00	\$1,500.00
28	REMOVE EXISTING (2 EA) SEAT COVER DISPENSER. FURNISH AND INSTALL (2 EA) BOBRICK, MODEL B4221 CONTURA SERIES SEAT COVER DISPENSER OR CITY APPROVED EQUAL.	1	LS	\$1,000.00	\$1,000.00	\$695.20	\$695.20	\$300.00	\$1,000.00
29	REMOVE EXISTING SOAP DISPENSER. FURNISH AND INSTALL (1 EA) BOBRICK, MODEL B2013 AUTOMATIC SENSOR SOAP DISPENSER OR CITY APPROVED EQUAL.	1	LS	\$750.00	\$750.00	\$612.00	\$612.00	\$300.00	\$1,010.00
30	REPLACE EXISTING LIGHTING WITH NEW LED LIGHTING (BROWNEE LIGHTING, MODEL 5020-48-WEC-48 SIZE-CPA), L=48", WHITE ENDCAPS, H32LED 2-H SERIES BOARDS, CLEAR PRISMATIC ACRYLIC OR CITY APPROVED EQUAL.	1	LS	\$3,200.00	\$3,200.00	\$1,821.00	\$1,821.00	\$600.00	\$3,200.00

1. BID TABULATION

PROJECT NAME: CITY OF SOUTH EL MONTE,
SENIOR CENTER WOMEN & MEN'S RESTROOM RENOVATION
LACDA PROJECT NO.: 601985-18
CITY PROJECT NO.: 251

BID TABULATION			Apparent Low Bidder 5		AVERAGE BID VALUES		LOWEST UNIT BID PRICE	HIGHEST UNIT BID PRICE	
			RS Construction & Development, Inc.						
Bid Item and Description		Qty	Unit	Unit Price	Total Price	Unit Price	Total Price		
31	REMOVE ALL EXISTING WALL TILES. FURNISH AND INSTALL (200 SF) DALTILE MUSHROOM BRIXTON 6" X 6" CERAMIC MULTI SURFACE WALL TILES INCLUDING UNIVERSAL BX10 DECORATIVE ACCENT BORDER. FINAL COLOR SHALL BE DETERMINED BY THE CITY.	1	LS	\$6,500.00	\$6,500.00	\$6,500.00	\$6,500.00	\$5,500.00	\$8,000.00
32	REMOVE ALL EXISTING FLOOR TILES. FURNISH AND INSTALL (100 SF) DALTILE (BX0312121P2) MUSHROOM BRIXTON MUSHROOM 2" X 2" CERAMIC MULTI SURFACE FLOOR TILES. FINAL COLOR SHALL BE DETERMINED BY THE CITY.	1	LS	\$3,600.00	\$3,600.00	\$3,496.00	\$3,496.00	\$3,000.00	\$4,000.00
33	PAINT RESTROOM WALL AND CEILING (300 SF) WITH DUNN EDWARDS INTERIOR EGGSHELL SPARTAWALL. PAINT COLOR TO BE DETERMINED BY THE CITY.	1	LS	\$2,200.00	\$2,200.00	\$1,160.00	\$1,160.00	\$800.00	\$2,200.00
34	REMOVE EXISTING DOOR INCLUDING JAM AND HARDWARE. FURNISH AND INSTALL NEW DOOR, JAM, AND HARDWARE TO MATCH SINGLE OCCUPANCY ACCESSIBLE RESTROOM STANDARDS.	1	LS	\$4,800.00	\$4,800.00	\$3,708.00	\$3,708.00	\$1,400.00	\$5,000.00
35	FURNISH AND INSTALL ADA WOMEN RESTROOM SIGNS.	1	LS	\$350.00	\$350.00	\$319.80	\$319.80	\$200.00	\$500.00
36	CITY ESTABLISHED ALLOWANCE FOR ANY UNFORESEEN MECHANICAL, ELECTRICAL, AND PLUMBING REPAIRS/IMPROVEMENTS AS NEEDED. CITY MAY USE THIS ALLOWANCE AT ITS SOLE DISCRETION BASED ON FINAL FIELD CONDITIONS AND WITH FINAL COST NEGOTIATED AND ESTABLISHED ON FINAL AGREED SCOPE.	1	LS	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
BID RANKING					Apparent Low Bidder 5				
TOTAL BID AMOUNT CALCULATED BASED ON UNIT PRICES					\$97,875.00		85,863.00		
TOTAL BID AMOUNT INDICATED BY BIDDER					\$97,875.00				
CALCULATION CORRECTIONS TO BID AMOUNT SUBMITTED BY CONTRACTOR BASED ON CALCULATED BID AMOUNT					\$0.00				
IS THE BIDDER QUALIFIED BASED ON REFERENCE PROJECTS									
SUBCONTRACTOR %					0.00%				
SUBCONTRACTORS				N/A					
				TOTAL	0.00%				

2. REVIEW OF APPARENT LOW BID					
APPARENT LOW BID SUBMITTED BY:		Urban Professional Builders, Inc.		APPARENT LOW BID AMOUNT:	\$76,800.00
ITEM REVIEWED/CHECKED	REVIEW RESULT	CHECKED BY	DATE	REMARKS	
COMPLETED AND SIGNED BID PROPOSAL COVER FORM	YES	EG	2/19/20		
COMPLETED AND SIGNED BID SHEETS	YES	EG	2/19/20		
COMPLETED, SIGNED AND NOTARIZED QUESTIONNAIRE	YES	EG	2/19/20		
COMPLETED REFERENCES FORM	YES	EG	2/19/20		
RESUME OF GENERAL CONSTRUCTION SUPERINTENDENT/ON-SITE CONSTRUCTION MANAGER	YES	EG	2/19/20		
COMPLETED SUBCONTRACTOR DESIGNATION FORM	YES	EG	2/19/20		
COMPLETED AND SIGNED INDUSTRIAL SAFETY RECORD FORM	YES	EG	2/20/20		
COMPLETED, SIGNED AND NOTARIZED BID BOND OR OTHER SECURITY FORM	YES	EG	2/20/20		
SIGNED AND NOTARIZED NON-COLLUSION DECLARATION FORM	YES	EG	2/20/20		
COMPLETED AND SIGNED NON-SEGREGATED FACILITIES CERTIFICATION	YES	EG	2/20/20		
COMPLETED AND SIGNED PAST PERFORMANCE CERTIFICATION	YES	EG	2/20/20		
COMPLETED AND SIGNED COUNTY LOBBYIST CERTIFICATION	YES	EG	2/20/20		
COMPLETED AND SIGNED REQUEST FOR ADDITIONAL CLASSIFICATION AND RATE	YES	EG	2/20/20		
COMPLETED AND SIGNED NOTICE OF EQUAL EMPLOYMENT OPPORTUNITY COMMITMENT	YES	EG	2/20/20		
COMPLETED AND SIGNED FEDERAL LOBBYIST CERTIFICATION	YES	EG	2/20/20		
COMPLETED BIDDER'S LIST OF SUBCONTRACTORS	YES	EG	2/20/20		
ATTENDED THE MANDATORY PRE BID MEETING	YES	EG	2/20/20		
TOTAL BID PRICES CALCULATED CORRECTLY:	YES	EG	2/20/20		
SUBCONTRACTOR AMOUNT:	20.00%	EG	2/20/20		
PRIME CONTRACTOR LICENSE STATUS:	Urban Professional Builders, Inc.	1005085	EG	2/20/20	Print-out from CLSB Web Page attached (http://www.cslb.ca.gov/)
PRIME CONTRACTOR DIR REGISTRATION STATUS:	Urban Professional Builders, Inc.	1000044349	EG	2/20/20	Print-out from DIR Web Page attached (https://efiling.dir.ca.gov/PWCR/Search)
SUB CONTRACTOR LICENSE STATUS:	Crosby Plumbing	994490	EG	2/20/20	Print-out from CLSB Web Page attached (http://www.cslb.ca.gov/)
SUB CONTRACTOR DIR REGISTRATION STATUS:	Crosby Plumbing	1000004513	EG	2/20/20	Print-out from DIR Web Page attached (https://efiling.dir.ca.gov/PWCR/Search)
PRIME CONTRACTOR DEBARMENT STATUS FROM STATE CONTRACTS:	Urban Professional Builders, Inc.	NOT FOUND IN ACTIVE DEBARRED LIST	EG	2/20/20	Print-out from DIR Web Page attached (http://www.dir.ca.gov/dlse/debar.html)
SUB CONTRACTOR DEBARMENT STATUS FROM STATE CONTRACTS:	Crosby Plumbing	NOT FOUND IN ACTIVE DEBARRED LIST	EG	2/20/20	Print-out from DIR Web Page attached (http://www.dir.ca.gov/dlse/debar.html)
PRIME CONTRACTOR DEBARMENT STATUS FROM FEDERAL CONTRACTS:	Urban Professional Builders, Inc.	NOT FOUND IN ACTIVE DEBARRED LIST	EG	2/20/20	Print-out from SAM Web Page attached (https://www.sam.gov/portal/SAM/#1)
SUB CONTRACTOR DEBARMENT STATUS FROM FEDERAL CONTRACTS:	Crosby Plumbing	NOT FOUND IN ACTIVE DEBARRED LIST	EG	2/20/20	Print-out from SAM Web Page attached (https://www.sam.gov/portal/SAM/#1)
REFERENCE CHECK ACCEPTABLE:	YES	EG	2/20/20		

3. REFERENCE CHECK OF APPARENT LOW BIDDER

Urban Professional Builders, Inc.

REFERENCE DATA FOR APPARENT LOW BIDDER					REFERENCE CHECK FOR APPARENT LOW BIDDER						CHECKED BY	DATE
					Answer "YES" if satisfied or "NO" if not satisfied							
REFERENCE PROJECT	OWNER AND REFERENCE NAME	TEL	AMOUNT	DATE COMPLETED	DID THE CONTRACTOR DO QUALITY WORK	DID THE CONTRACTOR STAY ON SCHEDULE	DID THE CONTRACTOR ASK FOR UNNECESSARY CHANGE ORDERS	DID THE CONTRACTOR FILE CLAIMS AGAINST YOU	WILL YOU HIRE THE CONTRACTOR AGAIN	REMARKS		
Electric Vehicles Charging Stations - GP - 17002	City of West Covina	626-827-1178	\$104,000.00	Jul-18	Y	Y	N	N	Y	"The scope of work changed due to the City changing the charging station. But given the changes they stayed on schedule and completed the work."	EG	2/20/2020
CV Sports Medicine Building	Glendale Unified School District	818-254-6526	\$614,000.00	Aug-19	Y	Y	N	N	Y	"They did great work. We would like to have them do work for us again."	EG	2/20/2020
Canton Park Cabin	City of Monrovia	626-932-5522	\$134,000.00	May-18	Y	Y	N	N	Y	"They worked very diligently and were on schedule. I would hire them again."	EG	3/4/2020



Contractor's License Detail for License # 1005085

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, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.
- ▶ Per B&P 7071.17, only construction related civil judgments reported to the CSLB are disclosed.
- ▶ Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.
- ▶ Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

Data current as of 2/20/2020 9:47:55 AM

Business Information

URBAN PROFESSIONAL BUILDERS INC
157 EL NIDO AVENUE
PASADENA, CA 91107
Business Phone Number: (310) 801-8302

Entity Corporation
Issue Date 06/30/2015
Expire Date 06/30/2021

License Status

This license is current and active.

All information below should be reviewed.

Classifications

B - GENERAL BUILDING CONTRACTOR

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with AMERICAN CONTRACTORS INDEMNITY COMPANY.

Bond Number: 100317093
Bond Amount: \$15,000
Effective Date: 06/29/2016
Contractor's Bond History

Bond of Qualifying Individual

This license filed Bond of Qualifying Individual number **100317102** for ANDRES GORDON DIAZ in the amount of **\$12,500** with AMERICAN CONTRACTORS INDEMNITY COMPANY.

Effective Date: 07/08/2016
BQI's Bond History

Workers' Compensation

This license has workers compensation insurance with the STATE COMPENSATION INSURANCE FUND

Policy Number: 9264395
Effective Date: 12/02/2019
Expire Date: 12/02/2020
Workers' Compensation History

Other

- ▶ Personnel listed on this license (current or disassociated) are listed on other licenses.

Contractor Information

Legal Entity Name

URBAN PROFESSIONAL BUILDERS INC

Legal Entity Type

Corporation

Status

Active

Registration Number

1000044349

Registration effective date

9/30/2019

Registration expiration date

6/30/2020

Mailing Address

157 El Nido Av. Pasadena 91107 CA United State...

Physical Address

157 El Nido Av. Pasadena 91107 CA United State...

Email Address**Trade Name/DBA**

URBAN PROFESSIONAL BUILDERS

License Number(s)

CSLB:1005085

CSLB:1005085

Registration History

Effective Date	Expiration Date
10/15/2018	6/30/2019
11/1/2017	6/30/2018
11/7/2016	6/30/2017
9/30/2019	6/30/2020

Legal Entity Information

Agent of Service Name:

Naji Hajkhalil

Agent of Service Mailing Address:

157 El Nido Av. pasadena 91107 CA United States of America

Corporation Number:**Federal Employment Identification Number:****President Name:**

Naji Hajkhalil

Vice President Name:**Treasurer Name:****Secretary Name:****CEO Name:**

Workers Compensation

Do you lease employees No
through Professional

Bid Analysis, Senior Center Restroom Renovation Project

Employer Organization**(PEO)?:**

Please provide your
current workers
compensation insurance
information below:

PEO	PEO	PEO
PEO InformationName	Phone	Email

Insured by Carrier

Policy Holder Name:URBAN PROFESSIONAL BUILDERS; INC**Insurance Carrier:**
STATE COMPENSATION INSURANCE FUND**Policy Number:**9135562-18**Inception date:**
6/19/2015**Expiration Date:**6/19/2020



Contractor's License Detail for License # 994490

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, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.
- ▶ Per B&P 7071.17, only construction related civil judgments reported to the CSLB are disclosed.
- ▶ Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.
- ▶ Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

Data current as of 2/20/2020 9:49:40 AM

Business Information

CROSBY PLUMBING INC
dba EMERALD CONSTRUCTION

371 CROSBY ST
ALTADENA, CA 91001
Business Phone Number: (626) 765-9672

Entity Corporation
Issue Date 07/10/2014
Expire Date 07/31/2020

License Status

This license is current and active.

All information below should be reviewed.

Classifications

- ▶ C36 - PLUMBING
- ▶ A - GENERAL ENGINEERING CONTRACTOR
- ▶ C34 - PIPELINE
- ▶ B - GENERAL BUILDING CONTRACTOR

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with AMERICAN CONTRACTORS INDEMNITY COMPANY.

Bond Number: 100252252

Bond Amount: \$15,000

Effective Date: 01/01/2016

Contractor's Bond History

Bond of Qualifying Individual

The qualifying individual ANTRANIK TATIKIAN 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: 05/06/2019

BQI's Bond History

Workers' Compensation

This license has workers compensation insurance with the BENCHMARK INSURANCE COMPANY

Policy Number: CST5017244

Effective Date: 09/21/2019

Expire Date: 09/21/2020

Workers' Compensation History

Other

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Contractor Information

Legal Entity Name

CROSBY PLUMBING INC

Legal Entity Type

Corporation

Status

Active

Registration Number

1000004513

Registration effective date

7/1/2019

Registration expiration date

6/30/2020

Mailing Address

371 CROSBY ST ALTADENA 91001 CA United Sta...

Physical Address

371 CROSBY ST ALTADENA 91001 CA United Sta...

Email Address
Trade Name/DBA
License Number(s)

CSLB:994490

Registration History

Effective Date	Expiration Date
5/14/2018	6/30/2019
6/5/2017	6/30/2018
6/7/2016	6/30/2017
8/4/2015	6/30/2016
12/30/2014	6/30/2015
7/1/2019	6/30/2020

Legal Entity Information

Corporation Number:
Federal Employment Identification Number:
President Name:

ANTRANIK TATIKIAN

Vice President Name:
Treasurer Name:
Secretary Name:
CEO Name:
Agent of Service Name:

LEGAL ZOOM

Agent of Service Mailing Address:

9900 SPECTRUM DR AUSTIN 78717 TX United States of America

Workers Compensation

Do you lease employees No

through Professional

Employer Organization

(PEO)?:

Please provide your

Bid Analysis: Senior Center Restroom Renovation Project

current workers**compensation insurance****information below:**

PEO	PEO	PEO
PEO InformationName	Phone	Email

Insured by Carrier

Policy Holder Name:CROSBY PLUMBING INC**Insurance Carrier:**Security National Insurance**Policy Number:**SWC1211201**Inception date:**9/20/2018**Expiration Date:**9/20/2019

Department of Industrial Relations

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
Avi Shechter, Individually DBA Avi Shechter CSLB Number: 908891 and 1018353	5/6/2019 through 5/5/2022 Decision LB 6328
Patrick Kim, Individually DBA Ritecon Plumbing CSLB Number: 991018	8/21/2018 through 8/20/2019 Decision LB 6762
Bighorn Construction, Inc. CSLB Number: 597866	5/5/2018 through 5/4/2021 Decision LB 6658
Doug Parks, Individually dba Doug Parks and Son Plumbing CSLB Number: 411825	10/11/2017 through 10/10/2019 Decision SC 5807
Worthington Construction, Inc.; Dale Worthington, an individual and CEO/RMO of	6/15/2018 through 9/16/2019 Decision LB 5267

Bid Analysis, Senior Center Restroom Renovation Project

**Worthington Construction, Inc.; and,
Holi Jeanne Worthington, an individual and Officer of
Worthington Construction**

CSLB Number: 714836

**RMV Construction, Inc., A California Corporation; and Robert
Michael Vasil II a.k.a. Robert Michael Vasil a.k.a.
Mike Vasil, an Individual and CEO/RMO President of RMV
Construction, Inc.**

CSLB Number: 892389

4/1/2017 through 8/18/2018
[Decision LB 5266](#)

**Gewargis Youkhanis Narso, an individual dba
GEHVAC and Technologies, a sole proprietorship,
And GEHVAC Co., a sole proprietorship**

CSLB Number: 899312 and 1013848

2/1/2017 through 1/31/2020
[Decision 40-48480-516](#)

**Joseph Brothers Enterprise, Inc.; Ken Joseph Individually and
as CEO**

CSLB Number: 849169

4/3/2018 through 10/3/2019
[Decision SC 6390](#)

**Dave Cook Concrete Construction, Inc., and David William
Cook**

34231 Camino Capistrano #102
Capistrano Beach, CA 92624-1189

CSLB Number: 461897

3/1/2017 through 2/29/2020
[Decision LB 6207](#)

**Bannaoun Engineers Constructors Corporation; Omar Maloof,
An Individual**

P.O. Box 16599
Beverly Hills, CA 90209-2599

CSLB Number: 827829

05/12/17 through 05/11/20
[Decision SC 5517](#)

Evans Roofing Co., Inc.
2020 South Yale Street
Santa Ana, CA 92706

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

2K Roofing
820 Kuenzli Street
Reno, NV 89502
CSLB Number: 954551

05/14/17 through 05/13/20
[Decision SC 6037](#)

Del Norte Construction, And Trinidad Manuel Canales, an Individual

PO Box 5101
Oxnard, CA 93030

5020 Wooley Rd.
Oxnard, CA 93030

CSLB Number: #945723

6/01/16 through 5/31/17
[Decision LB 5533](#)

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

Rogelio Medina Vazquez., an individual and in his capacity as Responsible Managing Officer of FAST DEMOLITION, INC.

4/1/44 through 3/31/47
[Decision LB5742](#)

4/1/41 through 3/31/44
[Decision LB5665](#)

4/1/36 through 3/31/39
[Decision LB5740](#)

Bid Analysis, Senior Center Restroom Renovation Project

	4/1/33 through 3/31/37 Decision LB5651 4/1/33 through 3/31/37 Decision LB5739 4/1/24 through 3/31/27 Decision LB5741 4/1/30 through 3/31/33 Decision LB5743 4/1/27 through 3/31/30 Decision LB5666 4/1/21 through 3/31/24 Decision LB5667 4/1/18 through 3/31/21 Decision LB5668 4/01/15 through 3/31/18 Decision LB5345
Amerivet Plumbing, Inc.; Walter Edward Jacob Kuhlmann III, Individually And dba Amerivet Plumbing Services CSLB Number: #969048 and #919761	8/6/15 through 8/5/18 Decision SC 5756
Ultimate Inc., And, Enrique Vera, an Individual PO Box 571117 Tarzana, CA 91356-1117 CSLB Number: #949229	12/1/15 through 11/30/18 Decision LB 5655 & LBS659
Travioli Construction, Inc. PO Box 231 Visalia, CA 93274 CSLB Number: #936832	9/11/15 through 3/10/17 Decision SC 5800
Integrity Sheet Metal, Inc. 319 McArthur Way Upland, CA 91786 CSLB #726770 William Ben Hicks, an individual; Margaret Mary Hicks, an individual	2/01/15 through 1/31/18 Decision LB 5596

L A Builders, Inc., a California Corporation 15635 Saticoy Street, #H Van Nuys, CA 91406 CSLB #748591 Alon Gamliel, an individual	2/01/15 through 1/31/18 Decision LB5 171
USA Wall Systems, Inc. 8309 Sunshine Lane Riverside, CA 92508 CSLB #929610 Edward Eugene Brammer, an individual and in his capacity as President/CEO/RMO	4/01/15 through 3/31/18 Decision LB 5323
Daughter Construction formerly dba Hy Carpentry Construction 15407 Thornlake Avenue Norwalk, CA 90650 CSLB #979297 Sharon Jin Yoo, an individual; Dae Hyun Yoo, an individual and in his capacity as manager/supervisor for Sharon Jin Yoo and in his capacity as General Partner for HY Construction, a General Partnership.	4/01/15 through 3/31/18 Decision LB 5466, LB5467, LB5468 & LB5520
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	11/3/14 through 11/2/15

Bid Analysis, Senior Center Restroom Renovation Project
 Carlos Ray Ramos, an individual

[Decision SC 5518](#)

P.O. Box 3871
 Paso Robles, CA 93447
 CSLB# 753575

Dick Emard Electric.
 dba Emard Electric Luke Richard Emard, an individual and RMO
 5930 Key Court, Suite A
 Loomis, CA 95650
 CSLB# 794007

11/3/14 thorough 11/2/17
[Decision SC 5521](#)

Nixon Electric
 Gordon Fulton Nixon, an individual
 5624 Faust Ave.
 Woodland Hills, CA 91367
 CSLB# 796802

8/1/14 through 7/31/17
[Decision LB 4495](#)

Neris General Contractors, a California Corporation
 Efren Neri, an individual
 Servando Neri, an individual
 Rebeca Neri, an individual
 Luis Abelardo Castro, an individual
 6087 California Ave.
 Long Beach, CA 90805
 CSLB# 797967

2/28/14 through 2/27/17
[Decision LB 4511, LB4512 & LB4521](#)

Southland Construction
 Reza Mohammadi, an individual
 3943 Irvine Blvd., #405, Irvine, CA 92602
 CSLB# 663784 (expired)

10/14/14 through 10/13/17
[Decision SAC 5492](#)

National Drywall Corporation,
A Dissolved California Corporation
 603 S. Milliken Avenue, Suite F
 Ontario, CA 91761
 CSLB #834335

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

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

8/4/14 through 8/3/17
[Decision SAC 5506](#)

Tadros & Youssef Construction, Inc. Kamel Shaker Tadros & Makram Youssef Youssef, Individually 1221 E 8th Street, Unit A, Upland, CA 91786 CSLB# 698182 (expired)	5/10/14 through 5/9/17 Decision SAC 5308
Serenity Fire Protection 417 S. Associated Road, Brea, CA 92821 CSLB# 902927	5/1/14 through 4/30/17 Decision LB 4202
Don Kelly Construction , Inc. Don Kelly, Individual and Lisa Kelly, Individual 171 Northview Ridge Lane, P.O. Box 10760, Bozeman, MT 59719	3/25/14 through 3/24/17 Decision LB 4484
Aldan, Inc. P.O. Box 9428, Brea, CA 92822 CSLB #949229	2/28/14 through 2/27/17 Decision LB5175
Russell/Thompson, Inc. James Jean Russell & Valery Alena Thompson, Individually 4684 Oak Glen Dr., Redding, CA 96001 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

Bid Analysis, Senior Center Restroom Renovation Project

FEI Enterprises, Inc Gabriel Fedida, Individual 5749 Venice Blvd., Los Angeles, CA 90019 CSLB#659252	6/14/12 through 6/13/15 Decision SC 5198
Jeffrey Alan Mott and Michelle Mott, individuals Dda Integrity Landscape 3756 Independence Avenue Sanger, CA 93637 CSLB#774222	3/29/12 through 3/28/15 Decision SC 5160
Jensen Drywall & Stucco Jeffrey E. Jensen 3714 Lynda Place National City, CA 91950-8121 CSB # 664168 Exp. 2/18/11 (expired)	3/31/11 through 3/30/13 Decision SC 5095
All West Construction, Inc. Donald Kent Russell 495 N. Marks Ave. 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 through 2/28/14 Decision SC 5053 Addendum SC 5053
Sutter Foam & Coating, Inc. 909 A. George Washington Yuba City, CA 95993 CSB # 732014 Exp. 1/31/09 (inactive) David Alvin Trexler, an individual 909 A. George Washington Yuba City, CA 95993 Kenneth A. Trexler, an individual 2603 Lago Lane	7/1/10 through 6/30/13 Decision SAC 5012

**Soo Dong Kim, an individual,
dba Soo Kim Electric Company**
16224 Ridgeview Lane
La Mirada, CA 90638
CSB # 568103 Exp. 8/1/09 (inactive)

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 through 3/17/13
Decision SAC 1058

David Walter Cholewinski, an individual
22031 Waite Street
Wildomar, A 92595
29970 Technology Drive, Ste. 205
Murrieta, CA 92563
CSB #840416 Exp. 6/30/10

S.J. Cimino Electric, Inc., a California corporation,
3267 Dutton Ave.
Santa Rosa, CA 95404
**Salvatore Joseph Cimino, RMO, CEO and President of S.J.
Cimino Electric, Inc. and sole owner of S.J. Cimino
Electric, an individual**
5825 Heights Rd.
Santa Rosa, CA 95401
CSB #343802 Exp. 2/28/10
CSB #294141 Exp. 9/30/13 (inactive)

10/15/09 through 10/14/12
Decision SAC 1052

Cedar Development Corporation
Serghon Gabriel Afram, individually
12477 Feather Dr
Mira Loma, CA 91752

8/5/09 through 8/4/12
Decision SAC 1042

Bid Analysis, Senior Center Restroom Renovation Project
CSB # 839898 Exp. 6/30/10 (suspended)

All Floors Commercial and Residential Flooring, Inc.
Salvador Elias Perea, individually
750 E. McGlincy Lane, #103
Campbell, CA 95008
CSB #430969 Exp. 7/31/09

5/14/09 through 5/13/12
Decision SAC 1040

1-AMD Construction, Inc.
Alberto Mordoki, individually
Mirella Mordoki, individually
5300 Beach Blvd., Suite 110-416
Buena Park, CA 90621
CSB #787533, revoked

3/16/09 through 3/15/12
Decision SAC1037

August 2019



A NEW WAY TO SIGN IN - If you already have a SAM account, use your **SAM email** for login.gov.

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ALERT: SAM.gov will be down for scheduled maintenance Saturday, 03/14/2020 from 8:00 AM to 3:00 PM

Advanced Search - Exclusion

☐ Single Search

☒ Multiple Names

All ▼ Name Urban Professional Builders

All ▼ Name Crosby Plumbing

All ▼ Name

All ▼ Name

All ▼ Name

All ▼ Name

Exclusion Status **Active** ▼ Selecting "All" displays both Active and Inactive Exclusions.

SEARCH

CLEAR

You may only perform a search with the criteria contained in one accordion.

☐ SSN/TIN Search



IBM-P-20200214-1547
WWV2

Search Records Disclaimers FAPIIS.gov
Data Access Accessibility GSA.gov/LAE
Check Status Privacy Policy GSA.gov
About USA.gov
Help

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

SAM Search Results

List of records matching your search for :

Classification: Individual, Firm, Special Entity Designation, Vessel

Entity Name: urban professional builders,

Entity Name: crosby plumbing

Functional Area: Performance Information

Record Status: Active

No Search Results

ATTACHMENT D

CHECKLIST FOR EXECUTION OF CONTRACT

TO BE SUBMITTED BY SUCCESSFUL BIDDER:

- _____ Two (2) executed and notarized copies of the Contract
- _____ Payment Bond in amount of the Contract
- _____ Performance Bond in amount of the Contract
- _____ Workers' Compensation Certificate
- _____ Liability insurance certificate in the amounts specified in Article 5.1(a) of the Contract, naming the City as a co-insured
- _____ Automobile insurance certificate in the amount specified in Article 5.1(b) of the Contract, naming the City as a co-insured
- _____ Copy of City business license
- _____ Additional insured endorsement – comprehensive general liability
- _____ Additional insured endorsement – automobile liability
- _____ Additional insured endorsement – excess liability
- _____ HUD 4010, Federal Labor Standards Provisions
- _____ Applicable Federal Wage Decision

All of these forms are to be returned as a part of the contract, even though they may not require a signature, such as the HUD 4010, Federal Labor Standards Provisions, and the Federal Wage Decision are to be included as a verification that the successful bidder has seen the documents and they have become an official part of the contract. Also include any proof of notarization obtained during the signing of the documents.

PUBLIC WORKS AGREEMENT

By and Between

CITY OF SOUTH EL MONTE

and

URBAN PROFESSIONAL BUILDERS, INC.

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

THIS AGREEMENT FOR PUBLIC WORKS SERVICES (herein "Agreement") is made and entered into this 24th day of March, 2020 by and between the City of SOUTH EL MONTE, a municipal corporation ("City") and Urban Professional Builders, 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. Contractor, following submission of a proposal or bid for the performance of the services defined and described particularly in Article 1 of this Agreement, was selected by the City to perform those services.

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

D. The Parties desire to formalize the selection of Contractor for performance of 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. 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 Senior Center Women & Men’s Restroom Renovation Project, 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 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 \$76,800.00 (Seventy Six Thousand and Eight Hundred Dollars) (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 Finance Director. 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 one (1) years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of 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:

Naji Haj-Khalil
(Name)

Owner
(Title)

(Name)

(Title)

(Name)

(Title)

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

4.2 Status of Contractor.

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

4.3 Contract Officer.

The Contract Officer shall be Rene Salas, Public Works Director, 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 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 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 Agreement 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 \$ _____ (_____ Dollars) as liquidated damages for each working day of delay in the performance of any service required hereunder, as specified in the Schedule of Performance (Exhibit "D"). The City may withhold from any monies payable on account of services performed by the Contractor any accrued liquidated damages. Pursuant to Government Code Section 4215, Contractor shall not be assessed liquidated damages for delay in completion of the project when such delay was caused by the failure of the public agency or owner of the utility to provide for removal or relocation of utility facilities.

7.8 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to 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 Ave., South El Monte California 91733, and in the case of the Contractor, to the person at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section. All correspondence relating to this Agreement shall be serialized consecutively.

9.2 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

Gloria Olmos, Mayor

ATTEST:

Rose Juarez
City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

Anthony R. Taylor
City Attorney

CONTRACTOR:

By: _____
Name: Naji Haj-Khalil
Title: Owner

By: _____
Name: _____
Title: _____

Address: 157 El Nido Ave
Pasadena, CA 91107

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2019 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

☐
☐

INDIVIDUAL
CORPORATE OFFICER

TITLE(S)

☐
☐
☐
☐
☐

PARTNER(S) ☐ LIMITED
GENERAL
ATTORNEY-IN-FACT
TRUSTEE(S)
GUARDIAN/CONSERVATOR
OTHER _____

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2019 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

☐
☐

INDIVIDUAL
CORPORATE OFFICER

TITLE(S)

☐
☐
☐
☐
☐

PARTNER(S) ☐ LIMITED
GENERAL

ATTORNEY-IN-FACT
TRUSTEE(S)
GUARDIAN/CONSERVATOR
OTHER _____

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER IS REPRESENTING:

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

SIGNER(S) OTHER THAN NAMED ABOVE

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 Senior Center Women & Men’s Restroom Renovation Project, including any documents or exhibits referenced therein. The bid documents shall include, but not limited to, those bid specifications and documents provided in Exhibit “A-1”.
- II.** Brief description of the work to be performed:

The work includes renovation of existing women and men’s restroom facilities at the Senior Center including accessibility improvements and replacement of fixtures including restroom partitions, toilets, urinals, sinks, and other related improvements.
- 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 status reports as may be required by the City from time to time.
- 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 “A-1”

BID SPECIFICATIONS AND DOCUMENTS

EXHIBIT “B”

SPECIAL REQUIREMENTS

(Superseding Contract Boilerplate)

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:

City of South El Monte, California
Date Issued: January 25, 2020
City of South El Monte

Senior Center Women & Men's Restroom Renovation Project
BAGDA Project No. 601985-01, City Project No. 251

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City Project No.: 251

CITY OF SOUTH EL MONTE

BID SHEETS FOR

SENIOR CENTER WOMEN & MEN'S RESTROOM RENOVATION PROJECT

Bidder's Name: Urban Professional Builders INC

To the Honorable Mayor and Members of the City Council:

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

BASE BID SCHEDULE					
ITEM NO	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICES	EXTENDED AMOUNT
MEN'S RESTROOM IMPROVEMENTS					
1	REMOVE EXISTING SINK, COUNTER AND CABINET. FURNISH AND INSTALL (1 EA) NEW ACCESSIBLE SINK FROM AMERICAN STANDARD (WWW.AMERICANSTANDARD-US.COM) INCLUDING WASTE LINES AND WATER SUPPLY LINES AND INSTALL NEW CABINET AND COUNTER TO MATCH EXISTING. COLOR AND FINISH TO BE DETERMINED BY THE CITY.	1	LS	\$ <u>7,000</u>	\$ <u>7,000</u>
2	REMOVE EXISTING FAUCETS. FURNISH AND INSTALL (1 EA) CHICAGO HYDRONIC TRADITIONAL FAUCETS, MODEL 116.101.AB.1 OR CITY APPROVED EQUAL	1	LS	\$ <u>1,000</u>	\$ <u>1,000</u>
3	REMOVE EXISTING MIRROR. FURNISH AND INSTALL (1 EA) BOBRICK B-200 2448 GLASS MIRROR WITH STAINLESS STEEL ANGLE FRAME OR CITY APPROVED EQUAL	1	LS	\$ <u>400</u>	\$ <u>400</u>
4	REMOVE EXISTING (1 EA) URINAL INCLUDING PARTITION, WASTE LINE AND WATER SUPPLY LINE INCLUDING WALL REPAIR AS NEEDED.	1	LS	\$ <u>700</u>	\$ <u>700</u>
5	REMOVE EXISTING TOILET PARTITION.	1	LS	\$ <u>400</u>	\$ <u>400</u>
6	REMOVE EXISTING GRAB BARS. FURNISH AND INSTALL (1 EA) BOBRICK, MODEL B5806 1-1/4" DIAMETER STAINLESS STEEL GRAB BARS WITH SNAP FLANGE.	1	LS	\$ <u>500</u>	\$ <u>500</u>

BID

B-4

BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "BID"

EASE BID SCHEDULE					
ITEM NO	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICES	EXTENDED AMOUNT
7	REMOVE EXISTING (1 EA) TOILET. FURNISH AND INSTALL (1 EA) NEW ACCESSIBLE FLOOR MOUNTED TOILET SYSTEM (AMERICAN STANDARD, MODEL 3451.528.020 FLOOR MOUNT MADERA 1.28 GPF EVERCLEAN TOILET WITH SELECTRONIC BATTERY FLUSH VALVE INCLUDING AMERICAN STANDARD #5901.110T HEAVY DUTY OPEN FRONT LESS COVER (OR CITY APPROVED EQUAL). COLOR SHALL BE WHITE. WORK INCLUDES RELOCATION OF PLUMBING (PIPES, FITTINGS, CLOSET RING, AND ALL OTHER APPURTENANCES AS NEEDED TO MEET NECESSARY ADA CLEARANCES).	1	LS	\$ <u>3,000⁻</u>	\$ <u>3,000⁻</u>
8	REMOVE EXISTING PAPER TOWEL DISPENSER. FURNISH AND INSTALL (1 EA) BOBRICK SURFACE MOUNTED PAPER TOWEL DISPENSER, MODEL B262 OR CITY APPROVED EQUAL.	1	LS	\$ <u>600⁻</u>	\$ <u>600⁻</u>
9	REMOVE EXISTING TOILET TISSUE DISPENSER. FURNISH AND INSTALL (1 EA) NEW BOBRICK, MODEL B2692 JUMBO TOILET TISSUE DISPENSER OR CITY APPROVED EQUAL.	1	LS	\$ <u>300⁻</u>	\$ <u>300⁻</u>
10	FURNISH AND INSTALL (1 EA) BOBRICK, MODEL B2250 FLOOR STANDING STAINLESS STEEL WASTE RECEPTACLE OR CITY APPROVED EQUAL.	1	LS	\$ <u>800⁻</u>	\$ <u>800⁻</u>
11	REMOVE EXISTING SEAT COVER DISPENSER. FURNISH AND INSTALL (1 EA) BOBRICK, MODEL B4221 CONTURA SERIES SEAT COVER DISPENSER OR CITY APPROVED EQUAL.	1	LS	\$ <u>200⁻</u>	\$ <u>200⁻</u>
12	REMOVE EXISTING SOAP DISPENSER. FURNISH AND INSTALL (1 EA) BOBRICK, MODEL B2013 AUTOMATIC SENSOR SOAP DISPENSER OR CITY APPROVED EQUAL.	1	LS	\$ <u>600⁻</u>	\$ <u>600⁻</u>
13	REPLACE EXISTING LIGHTING WITH NEW LED LIGHTING (BROWNEE LIGHTING, MODEL 5020-48-WEC-48 SIZE-CPA), L=48", WHITE ENDCAPS, H32LED 2-H SERIES BOARDS, CLEAR PRISMATIC ACRYLIC OR CITY APPROVED EQUAL.	1	LS	\$ <u>600⁻</u>	\$ <u>600⁻</u>
14	REMOVE ALL EXISTING WALL TILES. FURNISH AND INSTALL (200 SF) DALTILE MUSHROOM BRIXTON 6" X 6" CERAMIC MULTI SURFACE WALL TILES INCLUDING UNIVERSAL BX10 DECORATIVE ACCENT BORDER. FINAL COLOR SHALL BE DETERMINED BY THE CITY.	1	LS	\$ <u>6,000⁻</u>	\$ <u>6,000⁻</u>

BID

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BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "BID"

BASE BID SCHEDULE					
ITEM NO	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICES	EXTENDED AMOUNT
15	REMOVE ALL EXISTING FLOOR TILES, FURNISH AND INSTALL (100 SF) DALTILE (BX0312121P2) MUSHROOM BRIXTON MUSHROOM 2' X 2' CERAMIC MULTI SURFACE FLOOR TILES. FINAL COLOR SHALL BE DETERMINED BY THE CITY.	1	LS	\$ 3,000 ⁻	\$ 3,000 ⁻
16	PAINT RESTROOM WALL AND CEILING (300 SF) WITH DUNK EDWARDS INTERIOR EGGSHELL SPARTAWALL. PAINT COLOR TO BE DETERMINED BY THE CITY.	1	LS	\$ 1,000 ⁻	\$ 1,000 ⁻
17	REMOVE EXISTING DOOR INCLUDING JAM AND HARDWARE, FURNISH AND INSTALL NEW DOOR, JAM, AND HARDWARE TO MATCH SINGLE OCCUPANCY ACCESSIBLE RESTROOM STANDARDS.	1	LS	\$ 1,400 ⁻	\$ 1,400 ⁻
18	FURNISH AND INSTALL ADA ALL GENDER RESTROOM SIGNS.	1	LS	\$ 200 ⁻	\$ 200 ⁻
WOMEN'S RESTROOM IMPROVEMENTS					
19	REMOVE EXISTING SINK, COUNTER AND CABINET, FURNISH AND INSTALL (1 EA) NEW ACCESSIBLE SINK FROM AMERICAN STANDARD (WWW.AMERICANSTANDARD-US.COM) INCLUDING WASTE LINES AND WATER SUPPLY LINES AND INSTALL NEW CABINET AND COUNTER TO MATCH EXISTING COLOR AND FINISH TO BE DETERMINED BY THE CITY.	1	LS	\$ 7,000 ⁻	\$ 7,000 ⁻
20	REMOVE EXISTING FAUCETS, FURNISH AND INSTALL (1 EA) CHICAGO HYTRNIC TRADITIONAL FAUCETS, MODEL 116.101 AB.1 OR CITY APPROVED EQUAL.	1	LS	\$ 1,000 ⁻	\$ 1,000 ⁻
21	REMOVE EXISTING MIRROR, FURNISH AND INSTALL (1 EA) BOBRICK B-290 2448 GLASS MIRROR WITH STAINLESS STEEL ANGLE FRAME OR CITY APPROVED EQUAL.	1	LS	\$ 400 ⁻	\$ 400 ⁻
22	REMOVE EXISTING TOILET PARTITION, INSTALL NEW TOILET PARTITION FOR TWO TOILETS (1 WHEELCHAIR ACCESSIBLE AND 1 REGULAR TOILETS) COMPLETE FROM BOBRICK HPL SERIES, COLOR TO BE DETERMINED BY THE CITY.	1	LS	\$ 4,000 ⁻	\$ 4,000 ⁻
23	REMOVE EXISTING GRAB BARS, FURNISH AND INSTALL (1 EA) BOBRICK, MODEL B5806 1-1/4" DIAMETER STAINLESS STEEL GRAB BARS WITH SNAP FLANGE	1	LS	\$ 500 ⁻	\$ 500 ⁻

BID

B-9

BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "BID"

BASE BID SCHEDULE					
ITEM NO	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICES	EXTENDED AMOUNT
24	REMOVE EXISTING (2 EA) TOILETS, FURNISH AND INSTALL (2 EA) NEW ACCESSIBLE FLOOR MOUNTED TOILET SYSTEM (AMERICAN STANDARD, MODEL 3451.528.020 FLOOR MOUNT MADERA 1.28 GPF EVERCLEAN TOILET WITH SELECTIONIC BATTERY FLUSH VALVE INCLUDING AMERICAN STANDARD #5901.110T HEAVY DUTY OPEN FRONT LESS COVER (OR CITY APPROVED EQUAL). COLOR SHALL BE WHITE. WORK INCLUDES RELOCATION OF PLUMBING (PIPES, FITTINGS, CLOSET RING, AND ALL OTHER APPURTENANCES AS NEEDED TO MEET NECESSARY ADA CLEARANCES).	1	LS	\$ <u>6,000</u>	\$ <u>6,000</u>
25	REMOVE EXISTING (1 EA) PAPER TOWEL DISPENSER, FURNISH AND INSTALL (1 EA) BOBRICK SURFACE MOUNTED PAPER TOWEL DISPENSER, MODEL B262 OR CITY APPROVED EQUAL.	1	LS	\$ <u>600</u>	\$ <u>600</u>
26	REMOVE EXISTING (2 EA) TOILET TISSUE DISPENSER, FURNISH AND INSTALL (2 EA) NEW BOBRICK, MODEL B2892 JUMBO TOILET TISSUE DISPENSER OR CITY APPROVED EQUAL.	1	LS	\$ <u>600</u>	\$ <u>600</u>
27	FURNISH AND INSTALL (1 FA) BOBRICK, MODEL B2250 FLOOR STANDING STAINLESS STEEL WASTE RECEPTACLE OR CITY APPROVED EQUAL.	1	LS	\$ <u>800</u>	\$ <u>800</u>
28	REMOVE EXISTING (2 EA) SEAT COVER DISPENSER, FURNISH AND INSTALL (2 EA) BOBRICK, MODEL B4221 CONTURA SERIES SEAT COVER DISPENSER OR CITY APPROVED EQUAL.	1	LS	\$ <u>400</u>	\$ <u>400</u>
29	REMOVE EXISTING SOAP DISPENSER, FURNISH AND INSTALL (1 EA) BOBRICK, MODEL B2013 AUTOMATIC SENSOR SOAP DISPENSER OR CITY APPROVED EQUAL.	1	LS	\$ <u>600</u>	\$ <u>600</u>
30	REPLACE EXISTING LIGHTING WITH NEW LED LIGHTING (BROWNEE LIGHTING, MODEL 5C20-48-WEC-48 SIZE-CPA), L=48", WHITE ENDCAPS, H32LED 2-H SERIES BOARDS, CLEAR PRISMATIC ACRYLIC OR CITY APPROVED EQUAL.	1	LS	\$ <u>600</u>	\$ <u>600</u>
31	REMOVE ALL EXISTING WALL TILES, FURNISH AND INSTALL (200 SF) DALTILE MUSHROOM BRIXTON 6" X 6" CERAMIC MULTI SURFACE WALL TILES INCLUDING UNIVERSAL BX10 DECORATIVE ACCENT BORDER. FINAL COLOR SHALL BE DETERMINED BY THE CITY.	1	LS	\$ <u>6,000</u>	\$ <u>6,000</u>

BID

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BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "BID"

BASE BID SCHEDULE					
ITEM NO	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICES	EXTENDED AMOUNT
32	REMOVE ALL EXISTING FLOOR TILES. FURNISH AND INSTALL (100 SF) DALTILE (BX0312121P2) MUSHROOM BRIXTON MUSHROOM 2" X 2" CERAMIC MULTI SURFACE FLOOR TILES FINAL COLOR SHALL BE DETERMINED BY THE CITY.	1	LS	\$ <u>3,000</u>	\$ <u>3,000</u>
33	PAINT RESTROOM WALL AND CEILING (300 SF) WITH DUNN EDWARDS INTERIOR EGGSHELL SPARTAWALL. PAINT COLOR TO BE DETERMINED BY THE CITY.	1	LS	\$ <u>1,000</u>	\$ <u>1,000</u>
34	REMOVE EXISTING DOOR INCLUDING JAM AND HARDWARE. FURNISH AND INSTALL NEW DOOR, JAM, AND HARDWARE TO MATCH SINGLE OCCUPANCY ACCESSIBLE RESTROOM STANDARDS.	1	LS	\$ <u>1,400</u>	\$ <u>1,400</u>
35	FURNISH AND INSTALL ADA WOMEN RESTROOM SIGNS.	1	LS	\$ <u>200</u>	\$ <u>200</u>
36	CITY ESTABLISHED ALLOWANCE FOR ANY UNFORESEEN MECHANICAL, ELECTRICAL, AND PLUMBING REPAIRS/IMPROVEMENTS AS NEEDED. CITY MAY USE THIS ALLOWANCE AT ITS SOLE DISCRETION BASED ON FINAL FIELD CONDITIONS AND WITH FINAL COST NEGOTIATED AND ESTABLISHED ON FINAL AGREED SCOPE.	1	LS	\$15,000	\$15,000
TOTAL BASE BID AMOUNT IN DIGITS					\$ <u>76,800.00</u>

BID

D-6

BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "BID"

- 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 subbudget 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, at least 10 days prior to the commencement of work, prepare and submit to the City Engineer, a progress schedule for approval. The schedule shall show the order in which the Contractor proposes to carry out the work, the date on which he will start, and contemplated dates for completing the project. The schedule shall be currently maintained with each submittal. The Contractor shall submit an updated copy of his schedule with each invoice, and when required by major changes in the work.

Contractor will submit a construction schedule to the City within fifteen (15) days of receiving the Notice to Proceed. The construction schedule is subject to approval by the Contract Officer. Should the construction schedule be rejected by the Contract Officer, Contractor will have five (5) days to submit a revised construction schedule.

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

- (a) The work includes renovation of existing women and men's restroom facilities at the Senior Center including accessibility improvements and replacement of fixtures including restroom partitions, toilets, urinals, sinks, and other related improvements.
- (b) Other tangible work product reasonably requested by the City.

- 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 Urban Professional Builders, Inc., as Contractor ("Principal"), a Contract for the work entitled and described as follows: Senior Center Women & Men's Restroom Renovation Project;

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

NOW, THEREFORE, we the undersigned Contractor and Surety, are held and firmly bound unto the City in the sum of Seventy Six Thousand and Eight Hundred (\$76,800.00), this amount being not less than one hundred percent (100%) of the total Contract price, lawful money of the United States of America, for payment of which sum well and truly be made we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. In case suit is brought upon this bond, the Surety will pay a reasonable attorney's fee to the City in an amount to be fixed by the court.

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

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

Executed on _____ 20__.

PRINCIPAL

(Seal if Corporation)

By _____

Title _____

(Attach Acknowledgment of Authorized Representative of Principal)

Any claims under this bond may be addressed to:

_____ (name and address of Surety)

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

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

(Attach Acknowledgment)

SURETY

By _____
(Attorney-in-Fact)

APPROVED:

(Attorney for CITY)

NOTICE:

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

PAYMENT BOND
(Labor and Material Bond)

WHEREAS, the CITY OF SOUTH EL MONTE, ("City"), has awarded to Urban Professional Builders, Inc., as Contractor ("Principal"), a Contract for the work entitled and described as follows: Senior Center Women & Men's Restroom Renovation Project;

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

NOW, THEREFORE, we the undersigned Contractor and Surety, are held and firmly bound unto the City in the sum of Seventy Six Thousand and Eight Hundred (\$76,800.00), 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: Senior Center Women & Men's Restroom Renovation Project

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

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

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

POLICY NUMBER EXPIRATION DATE LIMITS OF LIABILITY

Workers' Compensation:
Statutory Limits Under the Laws
of the State of California

Employers' Liability:

\$_____ Each Accident

\$_____ Disease - Policy Limit

\$_____ Disease - Each Employee

Named Insured (Contractor)

Insurance Company

Street Number

Street Number

City and State

City and State

By_____
(Company Representative)

(SEE NOTICE ON NEXT PAGE)

Insurance Company Agent for Service
of Process in California:

Name

Agency

Street Number

City and State

Telephone Number

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

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

NOTICE:

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

ADDITIONAL INSURED ENDORSEMENT COMPREHENSIVE GENERAL LIABILITY

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

Name and address of Insurance Company ("Company")

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

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

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

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

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

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

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

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

7. Company hereby waives all rights of subrogation and contribution against the Additional Insureds, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to those activities described generally above with regard

to operations performed by or on behalf of the Named Insured regardless of any prior, concurrent, or subsequent active or passive negligence by the Additional Insureds.

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

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

10. Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

<u>TYPE OF COVERAGES TO WHICH THIS ENDORSEMENT ATTACHES</u>	<u>POLICY PERIOD FROM/TO</u>	<u>LIMITS OF LIABILITY</u>

11. Scheduled items or locations are to be identified on an attached sheet. The following inclusions relate to the above coverages. Includes:

- | | |
|--|--|
| ☐ Contractual Liability | ☐ Explosion Hazard |
| ☐ Owners/Landlords/Tenants | ☐ Collapse Hazard |
| ☐ Manufacturers/Contractors | ☐ Underground Property Damage |
| ☐ Products/Completed Operations | ☐ Pollution Liability |
| ☐ Broad Form Property Damage | ☐ Liquor Liability |
| ☐ Extended Bodily Injury | ☐ _____ |
| ☐ Broad Form Comprehensive | ☐ _____ |
| General Liability Endorsement | ☐ _____ |

12. A ☐ deductible or ☐ self-insured retention (*check one*) of \$ _____ applies to all coverage(s) except: _____.
(if none, so state). The deductible is applicable ☐ per claim or ☐ per occurrence (*check one*).

13. This is an ☐ occurrence or ☐ claims made policy (*check one*).

14. This endorsement is effective on _____ at 12:01 a.m. and forms a part of Policy Number _____.

(signatures on following page)

I, _____ (*print name*), hereby
declare under penalty of perjury under the laws of the State of California, that I have the authority to bind
the Company to this endorsement and that by my execution hereof, I do so bind the Company.

Executed _____, 20_____

Signature of Authorized Representative

Telephone No.: (_____) _____

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

ADDITIONAL INSURED ENDORSEMENT
AUTOMOBILE LIABILITY

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

Name and address of Insurance Company ("Company")

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

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

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

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

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

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

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

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

7. Company hereby waives all rights of subrogation and contribution against the Additional Insureds, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to those activities described generally above with regard

to operations performed by or on behalf of the Named Insured regardless of any prior, concurrent, or subsequent active or passive negligence by the Additional Insureds.

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

9. This endorsement and all notices given hereunder shall be sent to Public Agency at:

City Manager
City of South El Monte
1415 Santa Anita Avenue
South El Monte, California 91733

10. Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

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:

- | | |
|--|--|
| ☐ Any Automobiles | ☐ Truckers Coverage |
| ☐ All Owned Automobiles | ☐ Motor Carrier Act |
| ☐ Non-owned Automobiles | ☐ Bus Regulatory Reform Act |
| ☐ Hired Automobiles | ☐ Public Livery Coverage |
| ☐ Scheduled Automobiles | ☐ _____ |
| ☐ Garage Coverage | ☐ _____ |

12. A ☐ deductible or ☐ self-insured retention (*check one*) of \$ _____ applies to all coverage(s) except: _____ (*if none, so state*). The deductible is applicable ☐ per claim or ☐ per occurrence (*check one*).

13. This is an ☐ occurrence or ☐ claims made policy (*check one*).

14. This endorsement is effective on _____ at 12:01 a.m. and forms a part of Policy Number _____.

(signatures on following page)

I, _____ (*print name*), hereby
declare under penalty of perjury under the laws of the State of California, that I have the authority to bind
the Company to this endorsement and that by my execution hereof, I do so bind the Company.

Executed _____, 20____

Signature of Authorized Representative

Telephone No.: (_____) _____

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

ADDITIONAL INSURED ENDORSEMENT EXCESS LIABILITY

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

Name and address of Insurance Company ("Company")

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

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

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

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

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

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

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

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

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

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

9. This endorsement and all notices given hereunder shall be sent to Public Agency at:

City Manager
City of South El Monte
1415 Santa Anita Avenue
South El Monte, California 91733

10. Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

TYPE OF COVERAGES TO WHICH
THIS ENDORSEMENT ATTACHES

POLICY PERIOD
FROM/TO

LIMITS OF
LIABILITY

- ☐ Following Form
☐ Umbrella Liability
☐ _____

11. Applicable underlying coverages:

INSURANCE COMPANY

POLICY NO.

AMOUNT

12. The following inclusions, exclusions, extensions or specific provisions relate to the above coverages: _____

13. A ☐ deductible or ☐ self-insured retention (*check one*) of \$ _____ applies to all coverage(s) except: _____ (*if none, so state*). The deductible is applicable ☐ per claim or ☐ per occurrence (*check one*).

14. This is an ☐ occurrence or ☐ claims made policy (*check one*).

15. This endorsement is effective on _____ at 12:01 a.m. and forms a part of Policy Number _____.

(signatures on following page)

I, _____ (*print name*), hereby
declare under penalty of perjury under the laws of the State of California, that I have the authority to bind
the Company to this endorsement and that by my execution hereof, I do so bind the Company.

Executed _____, 20____

Signature of Authorized Representative

Telephone No.: (_____) _____

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



City Council Agenda Report

**Agenda
Item No.
7.f.**

DATE: March 24, 2020

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

APPROVED AS TO FORM: Anthony R. Taylor, City Attorney

SUBMITTED BY: Rene Salas, Public Works Director

SUBJECT: CONSIDERATION OF RESOLUTION NO. 20-28,
APPROVING CIVIC CENTER AND
INTERJURISDICTIONAL BICYCLE LANES RESTARTED
FUNDING AGREEMENT FOR CALL FOR PROJECTS
#F5516

SUMMARY: The Civic Center and Interjurisdictional Bicycle Lanes Restarted Funding Agreement will combine two Los Angeles County Metropolitan Transportation Authority (LACMTA) awarded funds; the first being in April 2016, when LACMTA awarded \$484,905 to our Civic Center and Interjurisdictional Bikeways project plus a City match of Measure R funds of \$128,999 and the second being in May 2019, when LACMTA awarded Measure M Multi-Year Sub-regional funds to our Santa Anita Avenue Walkability Project totaling \$5,671,500. The total available funding for design and construction is \$6,285,404.

RECOMMENDATION: Staff recommends that City Council adopt Resolution No. 20-28, approving Civic Center and Interjurisdictional Bicycle Lanes Restarted Funding Agreement for Call for Projects #F5516.

FISCAL IMPACT: The city's match of \$128,999 is included in the \$6,285,404 project total. Staff recommends using Measure R fund balance for the match. The City identified Measure R funds as appropriate when the LACMTA funding was originally awarded back in 2016.

DISCUSSION: Since 2015, the City has attempted to secure LACMTA Call for Projects funding for reconstructing Santa Anita Ave/Tyler Ave from Merced/Fawcett Ave. to Klingerman Street (North City Limit). In 2016, the City was successful in securing funds

totaling \$484,905 to construct bike lanes along Thienes Ave., Merced Ave., and Lerma Rd., and Santa Anita Ave., and bike parking at the Civic Center. Upon further review of this project, staff believed that these funds would be better utilized entirely for the Santa Anita Avenue Walkability Project because Thienes Ave. has already been repaved and already includes shared bike lanes and the section of Lerma Rd. is connected to a Los Angeles County section that does not have a bike lane.

In May of 2019, the City was awarded Measure M Multi-Year Sub-regional funds totaling \$5,671,500 for the Santa Anita Avenue Walkability Project. This included installing protected bike lanes, improving pedestrian mobility by providing safe continuous sidewalks and ADA path of travel, and the installation of storm water Best Management Practices, BMP's.

In July 2019, LACMTA approved our request to combine both grant funds into one project for the Santa Anita Walkability Project. The project name under the agreement with LACMTA will retain the name of the first grant, Civic Center and Interjurisdictional Bicycle Lanes, since Santa Anita Avenue was one of the streets identified originally.

At this time, staff recommends that the City Council adopt Resolution No. 20-28, approving the Civic Center and Interjurisdictional Bicycle Lanes Restarted Funding Agreement with LACMTA.

ATTACHMENTS:

[Attachment A - Resolution No. 20-28](#)

[Attachment B - Agreement](#)

Attachment A

RESOLUTION NO. 20-28

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL AUTHORIZING THE EXECUTION OF AN AGREEMENT TITLES AMENDED AND RESTARTED CALL FOR PROJECTS AND MEASURE M FUNDING BETWEEN SOUTH EL MONTE AND THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY (LACMTA) TO PROVIDE FUNDING TOWARD SOUTH EL MONTE'S CIVIC CENTER AND INTERJURISDICTIONAL BICYCLE LANES PROJECTS #F5516

THE SOUTH EL MONTE CITY COUNCIL HEREBY RESOLVES AS FOLLOWS:

WHEREAS, in April of 2016, the City was awarded \$484,905 (plus a required city match of \$128,999) for the Civic Center and Interjurisdictional Bicycle Lanes project for bike lanes along Merced, Lerma, Santa Anita and Thienes; and

WHEREAS, staff determined that these funds should be reprogramed toward the Santa Anita Avenue Walkability Project; and

WHEREAS, in May of 2019, the City was awarded Measure M Multi-Year Sub-regional funds totaling \$5,671,500 for the Santa Anita Avenue Walkability Project; and

WHEREAS, staff submitted a request to LACMTA to combine these two funding awards into one project focusing on Santa Anita Avenue; and

WHEREAS, in July, 2019 the LACMTA Board approved our request to combine both these funding awards totaling \$6,285,404 toward the Civic Center and Interjurisdictional Bicycle Lanes project for Santa Anita Avenue; and

WHEREAS, the City of South El Monte and LACMTA desire to enter into the Civic Center and Interjurisdictional Bicycle Lanes Restarted Funding Agreement for Call for Projects #F5516 (the "Agreement") to combine the funding awards.

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

SECTION 1. The City Council hereby approves the Agreement between the City of South El Monte and the LACMTA combining the funding awards for a total of \$6,285,404 toward the Civic Center and Interjurisdictional Bicycle Lanes project for Santa Anita Ave.

SECTION 2. The City Council hereby authorizes and directs the City Manager to execute the agreement in substantially the form attached as Attachment B to the March 24, 2020 staff report accompanying this Resolution. The Council further directs the City Manager to take all actions necessary to effectuate the agreement.

SECTION 3. The City Council hereby approves the \$128,999 City match using Measure R funds for this project.

SECTION 4. The City Clerk shall certify to the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED this 24th day of March, 2020.

Gloria Olmos, Mayor

ATTEST:

Rose Juarez, 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, hereby certify that the foregoing Resolution, being Resolution No. 20-28 was duly passed and approved by the City Council at a regular meeting of said Council held on the 24th day of March, 2020 and that said Resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Rose Juarez, City Clerk

Attachment B





Metro

Los Angeles County
Metropolitan Transportation Authority

One Gateway Plaza
Los Angeles, CA 90012-2952

213.922.2000 Tel
metro.net

February 26, 2020

Rene Salas
Public Works Director
City of South El Monte
1415 N. Santa Anita Ave.
South El Monte, CA 91733

RE: CIVIC CENTER AND INTERJURISDICTIONAL BICYCLE LANES
RESTATED FUNDING AGREEMENT FOR CALL FOR PROJECTS #F5516

Dear Mr. Salas:

Enclosed is an original funding agreement with three signature sheets for the above referenced project. The restated agreement, between Metro and the City of South El Monte, provides the City with Metro's Call for Projects CMAQ funds and Measure M MSP funds. Please have the City sign all three signature sheets and send the agreement back to me at the following address:

Michael Richmai
LACMTA
One Gateway Plaza
Mail Stop: 99-22-7
Los Angeles, CA 90012

Should you have any questions, please contact me at (213) 922-2558.

Sincerely,

Michael Richmai
Senior Manager

**AMENDED AND RESTATED
CALL FOR PROJECTS AND MEASURE M
FUNDING AGREEMENT**

This Amended and Restated Funding Agreement ("AGREEMENT") is made and entered into effective as of December 15, 2019 ("Effective Date"), and is by and between the Los Angeles County Metropolitan Transportation Authority ("LACMTA") and the City of South El Monte ("GRANTEE") for the Civic Center and Interjurisdictional Bicycle Lanes, LACMTA Call for Projects ID# F5516, Measure M Project ID# MM4703.09, and FTIP# LAF5516 (the "Project").

WHEREAS, as part of the 2011 Call for Projects, the LACMTA Board of Directors, at its meeting on September 22, 2011, authorized the programming of \$484,905 in Congestion Mitigation and Air Quality Program (CMAQ) funds to GRANTEE, subject to the terms and conditions contained in that certain Letter of Agreement dated April 15, 2016 for the Project (the "Existing LOA"); and

WHEREAS, LACMTA Board on July 25, 2019, desired to extend the lapsing date of CMAQ funds programmed for Fiscal Year (FY) 2015-16 to June 30, 2020; and

WHEREAS, LACMTA Board on July 25, 2019, approved the City's request to change the scope of work; and

WHEREAS, LACMTA adopted Ordinance #16-01, the Los Angeles County Traffic Improvement Plan, on June 23, 2016 (the "Ordinance"), which Ordinance was approved by the voters of Los Angeles County on November 8, 2016 as "Measure M" and became effective on July 1, 2017; and

WHEREAS, the "Measure M" funding set forth herein is intended to fund Project Approval/Environmental Document (PAED), Plans, Specifications and Estimates (PS&E), and Construction of the Project; and

WHEREAS, the LACMTA Board, at its May 23, 2019 meeting, programmed \$5,671,500 in Measure M funds to GRANTEE for Project Approval/Environmental Document (PAED), Plans, Specifications and Estimates (PS&E), and Construction, subject to the terms and conditions contained in this AGREEMENT; and

WHEREAS, the Project Funds are currently programmed as follows:

\$484,905 in Call for Projects CMAQ funds in FY 2015-16.

\$133,012 in Measure M funds in FY 2019-20, \$189,973 in FY 20-21, and \$5,348,515 in FY 2021-22.

The total designated funds for Project Approval/Environmental Document (PAED), Plans, Specifications and Estimates (PS&E), and Construction of the Project are \$6,156,405.

WHEREAS, LACMTA and GRANTEE desire to amend and restate the Existing LOA in its entirety in order to provide for all grant and programmed funds for the Project in one agreement. By entering into this AGREEMENT, the parties desire that this AGREEMENT will supersede and replace the Existing LOA in its entirety.

NOW, THEREFORE, the parties hereby agree as follows:

The terms and conditions of this Agreement consist of the following and each is incorporated by reference herein as if fully set forth herein:

1. Part I - Specific Terms of the Agreement
2. Part II - General Terms of the Agreement
3. Attachment A – Project Funding
4. Attachment B – Expenditure Plan- Cost & Cash Flow Budget
5. Attachment C – Scope of Work
6. Attachment D – Project Reporting and Expenditure Guidelines
7. Attachment D-1 – Quarterly Progress/Expenditure Report
8. Attachment E – Federal Transportation Improvement Program (FTIP) Sheet
9. Attachment F – Caltrans Document List
10. Attachment G – Special Conditions
11. Attachment G-1 – Sustainable Design Elements Requirements Special Grant Conditions
12. Attachment H – Bond Requirements
13. Any other attachments or documents referenced in the above documents

In the event of a conflict, the Special Grant Conditions, if any, shall prevail over the Specific Terms of the Agreement and any attachments and the Specific Terms of the Agreement shall prevail over the General Terms of the Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the dates indicated below:

LACMTA:

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By: _____
Phillip A. Washington
Chief Executive Officer

Date: _____

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By:  _____
Deputy

Date: 2/25/2020

GRANTEE:

SOUTH EL MONTE

By: _____
Rachel Barbosa
Interim City Manager

Date: _____

APPROVED AS TO FORM:

By: _____
Anthony R. Taylor
City Attorney

Date: _____

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the dates indicated below:

LACMTA:

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By: _____
Phillip A. Washington
Chief Executive Officer

Date: _____

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By:  _____
Deputy

Date: 2/25/2020

GRANTEE:

SOUTH EL MONTE

By: _____
Rachel Barbosa
Interim City Manager

Date: _____

APPROVED AS TO FORM:

By: _____
Anthony R. Taylor
City Attorney

Date: _____

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the dates indicated below:

LACMTA:

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By: _____
Phillip A. Washington
Chief Executive Officer

Date: _____

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By:  _____
Deputy

Date: 2/25/2020

GRANTEE:

SOUTH EL MONTE

By: _____
Rachel Barbosa
Interim City Manager

Date: _____

APPROVED AS TO FORM:

By: _____
Anthony R. Taylor
City Attorney

Date: _____

PART I
SPECIFIC TERMS OF THE AGREEMENT

1. Title of the Project (the "Project"): Civic Center and Interjurisdictional Bicycle Lanes. LACMTA Call for Projects ID# F5516, Measure M Project ID# MM4703.09, FTIP# LAF5516.
2. Project Funds:
 - 2.1 Programmed Funds for this Project consist of the following: CMAQ funds and Measure M funds. The CMAQ and the Measure M funds together are referred to as the "Project Funds".
 - 2.2 To the extent the CMAQ funds are available, LACMTA programmed the CMAQ funds in the amount of \$484,905 for the Project in accordance with the terms of this Agreement. LACMTA Board of Directors' action of September 22, 2011, programmed the CMAQ funds to GRANTEE for the Project. The CMAQ funds were programmed over one year, FY 2015-16.
 - 2.3 To the extent the Measure M funds are available; LACMTA shall make to GRANTEE a grant of the Measure M funds in the amount of \$5,671,500 for the Project. LACMTA Board of Directors' action of May 23, 2019 granted the Measure M funds for the Project and programmed the Measure M funds over three years in FY 2019-20, FY 20-21, and FY 2021-22.
3. The Funding Agency for CMAQ funds is CALTRANS. The Programming Agency for CMAQ funds is LACMTA.
4. The Funding Agency for Measure M funds is LACMTA. The Programming Agency for Measure M funds is LACMTA.
5. **Attachment A** the "Project Funding" documents all sources of funds programmed for the Project as approved by LACMTA. The Project Funding includes the total programmed funds for the Project, including the Funds programmed by LACMTA and, if any, the GRANTEE Funding Commitment of other sources of funding. The Project Funding also includes the fiscal years in which all the funds for the Project are programmed. The Funds are subject to adjustment by subsequent LACMTA Board Action.
6. **Attachment B** is the Expenditure Plan - Cost & Cash Flow Budget (the "Expenditure Plan"). It is the entire proposed cash flow, the Budget and financial plan for the Project, which includes the total sources of all funds programmed to the Project, including GRANTEE and other entity funding commitments, if any, for this Project as well as the fiscal year and quarters the Project Funds are anticipated to be expended. GRANTEE shall update the Expenditure Plan annually, no later than December 31, and such update shall be submitted to LACMTA's Senior Executive Officer managing the Measure M Multi-Year Subregional Program in writing. If the LACMTA's Senior Executive Officer managing the Measure M Multi-Year Subregional Program concurs with such updated Expenditure Plan in writing, Attachment B shall be replaced with the new Attachment B setting forth the latest approved Expenditure

Plan. Payments under this AGREEMENT shall be consistent with Attachment B as revised from time to time. Any change to the final milestone date must be made by a fully executed amendment to this AGREEMENT.

7. **Attachment C** is the "Scope of Work". GRANTEE shall complete the Project as described in the Scope of Work. The Scope of Work includes a description of the Project, a detailed description of the work to be completed by GRANTEE including, without limitation, Project milestones consistent with the lapsing policy, and a set schedule. Work shall be delivered in accordance with that schedule unless otherwise agreed to by the parties in writing. If a GRANTEE is consistently behind schedule in meeting milestones or in delivering the Project, then LACMTA will have the option to terminate this Agreement for default as described in Part II, Section 14. To the extent interim milestone dates are not met but GRANTEE believes it can make up the time so as to not impact the final milestone date, GRANTEE shall notify LACMTA of such changes in its Quarterly Progress/Expenditure Reports and such interim milestone dates will automatically be amended to the latest interim milestone dates provided in the Quarterly Progress/Expenditure Reports **Attachment D-1**. In no event can the final milestone date be amended by a Quarterly Progress/Expenditure Report.

8. No changes to this AGREEMENT, including but not limited to the Project Funds, and any other source of funds from LACMTA in the Project Funding, Expenditure Plan or the Scope of Work shall be allowed without an amendment to the original AGREEMENT, approved and signed by both parties.

9. The Measure M funds shall be paid on a reimbursement basis. Eligible Project expenses are defined in the Reporting and Expenditure Guidelines (**Attachment D**). GRANTEE must provide the appropriate supporting documentation with the Quarterly Progress/Expenditure Report, the form which is attached as **Attachment D-1**. GRANTEE Funding Commitment, if applicable, must be spent in the appropriate proportion to the Measure M funds with each quarter's expenditures. LACMTA will withhold five percent (5%) of eligible Measure M funds expenditures per invoice as retention pending an audit of expenditures and completion of the Scope of Work.

10. **Attachment E**, the "FTIP PROJECT SHEET", is required to ensure that the Project is programmed correctly in the most up-to-date FTIP document. The FTIP PROJECT SHEET can be found in ProgramMetro FTIP database under the reports section at <http://program.metro.net>. All projects that receive funding through Call for Projects and Measure M must be programmed into the FTIP, which includes locally funded regionally significant projects for information and air quality modeling purposes. GRANTEE shall review the Project in ProgramMetro each year and update or correct the Project information as necessary during a scheduled FTIP amendment or adoption. GRANTEE will be notified of amendments and adoptions to the FTIP via e-mail. Changes to the FTIP through ProgramMetro should be made as soon as possible after GRANTEE is aware of any changes to the Project, but no later than October 1 of the year the change or update is effective. Should GRANTEE fail to meet this date, it may affect GRANTEE's ability to access funding, delay the Project and may ultimately result in the Project Funds being lapsed.

11. **Attachment F** – The Caltrans Document List, which provides information about obligating CMAQ funds, is attached to this Agreement as **Attachment F** for reference purposes only. These documents do not apply to the Measure M funds. A more current listing may be found on <http://www.dot.ca.gov/hq/LocalPrograms/> or <http://www.dot.ca.gov/hq/LocalPrograms/public.htm>.
12. GRANTEE shall comply with the “Special Grant Conditions” attached as **Attachment G**, if any.
13. The “Sustainable Design Elements Requirements Special Grant Conditions” is attached as **Attachment G-1**. GRANTEE shall comply with the Special Grant Conditions as set forth in **Attachment G-1**.
14. LACMTA anticipates it may need to avail itself of lower cost bonds or other debt, the interest on which is tax exempt for federal tax purposes (collectively, the “Bonds”) to provide at least a portion of its funding commitments under this Agreement to GRANTEE. GRANTEE shall ensure that the expenditure of the Measure M funds disbursed to GRANTEE does not jeopardize the tax-exemption of the interest, as specified in the Bond Requirements attached as **Attachment H** to this Agreement. GRANTEE agrees to provide LACMTA with progress reports, expenditure documentation, and any other documentation as reasonably requested by LACMTA and necessary for LACMTA to fulfill its responsibilities as the grantee or administrator or bond issuer of the Measure M funds. With regard to LACMTA debt financing to provide any portion of the Measure M funds, GRANTEE shall take all reasonable actions as may be requested of it by LACMTA's Project Manager for the Project, to assist LACMTA in demonstrating and maintaining over time, compliance with the relevant sections of the Federal Tax Code to maintain such Bonds' tax status.
15. No changes to the (i) Grant amount, (ii) Project Funding, (iii) the Scope of Work (except as provided herein), (iv) Final milestone date or (v) Special Grant Conditions, shall be allowed without a written amendment to this AGREEMENT, approved and signed by the LACMTA Chief Executive Officer or his/her designee and GRANTEE. Modifications that do not materially affect the terms of this AGREEMENT, such as redistributing Project Funds among existing budget line items or non-material schedule changes must be formally requested by GRANTEE and approved by LACMTA in writing. Non-material changes are those changes which do not affect the grant amount or its schedule, Project Funding, or the Scope of Work, including the Work schedule.
16. LACMTA's Address:
- Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza
Los Angeles, CA 90012
Attention: Michael Richmai
LACMTA Project Manager
Mail Stop: 99-22-7
Phone: (213) 922-2558
Email: RichmaiM@metro.net

17. GRANTEE's Address:

City of South El Monte
1415 Santa Anita Avenue
South El Monte, CA 91733
Attention: Rene Salas
Phone: (626) 579-6540 Ext. 3040
Email: RSalas@soelmonte.org

PART II
GENERAL TERMS OF THE AGREEMENT

1. TERM:

1.1. The term of this Agreement shall commence on the Effective Date of this Agreement and shall expire upon the occurrence of all of the following, unless terminated earlier as provided herein: (i) the agreed upon Scope of Work has been completed; (ii) all LACMTA audit and reporting requirements have been satisfied; (iii) the final disbursement of the Project Funds has been made to GRANTEE; and (iv) LACMTA's receipt of CALTRANS' final voucher paid for the Project. All eligible Project expenses as defined in the Reporting Guidelines (Attachment D) incurred after the Effective Date shall be reimbursed in accordance with the terms and conditions of this Agreement. The parties understand and agree there are certain covenants and agreements which specifically remain in effect after expiration or termination of this Agreement.

1.2. Should LACMTA determine there are insufficient Project Funds available for the Project; LACMTA may terminate this Agreement by giving written notice to GRANTEE at least thirty (30) days in advance of the effective date of such termination. If this Agreement is terminated pursuant to this section, LACMTA will not reimburse GRANTEE any costs incurred after the effective date of such termination, except those necessary to return any facilities modified by the Project's construction to a safe state. LACMTA's share of these costs will be in equal proportion of the grant to GRANTEE Funding Commitment ratio.

2. ONE TIME GRANT: This is a one-time only grant of CMAQ and Measure M funds subject to the terms and conditions agreed to herein and in the Guidelines. This grant does not imply nor obligate any future funding commitment on the part of LACMTA.

3. PAYMENT OF CMAQ FUNDS: GRANTEE understands and agrees that LACMTA provides no CMAQ funds under this Agreement and LACMTA shall have no responsibility or obligation to provide any CMAQ funds for the Project. GRANTEE shall receive the CMAQ funds directly from CALTRANS pursuant to a separate agreement with the CALTRANS. GRANTEE shall submit to CALTRANS the appropriate invoices in the form, manner, and schedule specified by the applicable requirements of CALTRANS. GRANTEE cannot be reimbursed for any cost incurred without prior authorization from CALTRANS. GRANTEE shall be subject to, and comply with, all applicable requirements of CALTRANS and of LACMTA as required by LACMTA to fulfill its responsibilities as the programming agency. The allowability of expenditures, the cost reimbursement schedule, eligibility issues, resolution of disputes, and all other issues relating to this Agreement shall be subject to the rules, regulations, and requirements of CALTRANS and LACMTA as the programming agency.

4. USE OF CMAQ FUNDS:

4.1. GRANTEE shall utilize the CMAQ funds to complete the Project as described in the Scope of Work and as approved by LACMTA and in accordance with the applicable requirements of CALTRANS.

4.2. The CMAQ funds, as programmed under this Agreement, can only be used towards the completion of the Scope of Work originally adopted by LACMTA unless modified by an amendment to this Agreement. GRANTEE shall also be subject to and comply with all applicable requirements of CALTRANS administering this Project.

5. **REPORTING AND AUDIT REQUIREMENTS OF CMAQ FUNDS:**

5.1. GRANTEE shall be subject to and comply with all applicable requirements of CALTRANS regarding Project reporting and audit requirements. GRANTEE shall use the Federal Transportation Improvement Program ("FTIP") No., Expenditure Authorization ("EA") No., and LACMTA Call for Projects Project ID# on all correspondence.

5.2. GRANTEE shall comply with all CALTRANS compliance, pre-award and performance audit requirements as deemed necessary to assure that the CMAQ funding expenditures conform to all applicable Project funding guidelines, laws and regulations. LACMTA, as the programming agency, shall have the right, at its sole discretion, to audit the Project for compliance with the terms of this Agreement and to assure that funding expenditures conform to the terms of this Agreement. LACMTA shall have the same audit rights as CALTRANS to audit the Project.

5.3. GRANTEE shall submit the Quarterly Progress/Expenditure Report (**Attachment D-1**) within 60 days after the close of each quarter on the last day of the months November, February, May and August. Annually with the 4th quarter Progress Report, GRANTEE also shall submit photos of key components and milestones demonstrating Project progress or completion.

6. **EXPENDITURE AND DISPOSITION OF FUNDS OF CMAQ FUNDS:**

6.1. The expenditure and disposition of the CMAQ funds by GRANTEE shall be subject to and in accordance with the terms and conditions of this Agreement and the applicable requirements of CALTRANS. GRANTEE shall not utilize the CMAQ funds in any other way or on any project other than that specified in this Agreement and the applicable requirements of CALTRANS.

6.2. GRANTEE shall be responsible for any and all cost overruns for the Project.

6.3. GRANTEE shall be eligible for the CMAQ funds up to the programmed amount specified in Part I, Section 2 of this Agreement subject to the terms and conditions contained herein and in all applicable requirements of CALTRANS.

6.4. Subject to the requirements and regulations of CALTRANS, and to the extent allowed by CALTRANS, any underruns to the CMAQ funds shown in **Attachment A** shall be apportioned between LACMTA and GRANTEE in the same proportion as the Sources of Funds from each party to this Agreement as specified in **Attachment A** to this Agreement. Upon completion of the Project described in the Scope of Work and subject to the requirements and regulations of CALTRANS, and to the extent allowed by CALTRANS, any

unused obligation of the CMAQ funds shall revert back to LACMTA for future programming at LACMTA's discretion.

6.5. The programming of the CMAQ funds does not imply nor obligate any future funding commitment on the part of LACMTA or CALTRANS.

7. **SOURCES AND DISPOSITION OF CMAQ FUNDS:**

7.1. The obligation for LACMTA to program the CMAQ funds for the Project is subject to sufficient CMAQ funds being made available for the Project by the LACMTA Board of Directors, the United States Government or the State of California, as applicable. If such Funds are not made available for the Project, this Agreement shall be void and have no further force and effect, and LACMTA shall have no obligation to program the CMAQ funds for the Project, unless otherwise agreed to in writing by LACMTA.

7.2. GRANTEE shall fully fund and contribute the GRANTEE Funding Commitment, as identified in the Project Funding (**Attachment A**), towards the cost of the Project. If the CMAQ funds identified in **Attachment A** are insufficient to complete the Project, GRANTEE agrees to secure and provide such additional non-LACMTA programmed funds necessary to complete the Project.

8. **USE OF MEASURE M FUNDS:**

8.1 GRANTEE shall utilize the Measure M funds to complete the Project as described in the Scope of Work and in accordance with the Reporting and Expenditure Guidelines, the specifications for use for the transportation purposes described in the Ordinance, the Guidelines and the Multi-Year Subregional Programs Administrative Procedures.

8.2 **Attachment C** shall constitute the agreed upon Scope of Work between LACMTA and GRANTEE for the Project. The Measure M funds, as granted under this AGREEMENT, can only be used towards the completion of the Scope of Work detailed in **Attachment C**.

8.3 GRANTEE shall not use the Measure M funds to substitute for any other funds or projects not specified in this AGREEMENT. Further, GRANTEE shall not use the Measure M funds for any expenses or activities above and beyond the approved Scope of Work (**Attachment C**) without an amendment to the AGREEMENT approved and signed by the LACMTA Chief Executive Officer or his Designee. To the extent LACMTA provides GRANTEE with bond or commercial paper proceeds, such Measure M funds may not be used to reimburse for any costs that jeopardize the tax exempt nature of such financings as reasonably determined by LACMTA and its bond counsel.

8.4 GRANTEE must use the Measure M funds in the most cost-effective manner. If GRANTEE intends to use a consultant or contractor to implement all or part of the Project, LACMTA requires that such activities be procured in accordance with GRANTEE's contracting procedures and consistent with State law as appropriate.

GRANTEE will also use the Measure M funds in the most cost-effective manner when the Measure M funds are used to pay "in-house" staff time. This effective use of funds provision will be verified by LACMTA through on-going Project monitoring and through any LACMTA interim and final audits.

8.5 GRANTEE'S employee, officers, councilmembers, board member, agents, or consultants (a "GRANTEE Party") are prohibited from participating in the selection, award, or administration of a third-party contract or sub-agreement supported by the Measure M funds if a real or apparent conflict of interest would be involved. A conflict of interest would include, without limitation, an organizational conflict of interest or when any of the following parties has a financial or other interest in any entity selected for award: (a) a GRANTEE Party; (b) any member of a GRANTEE Party's immediate family, (c) a partner of a GRANTEE Party; (d) any organization that employs or intends to employ any of the above. This conflict of interest provision will be verified by LACMTA through on-going Project monitoring and through any LACMTA interim and final audits.

8.6 If a facility, equipment (such as computer hardware or software), vehicle or property, purchased or leased using the Measure M funds, ceases to be used for the proper use as originally stated in the Scope of Work, or the Project is discontinued, any Measure M funds expended for that purpose must be returned to LACMTA as follows: GRANTEE shall be required to repay the Measure M funds in proportion to the useful life remaining and in an equal proportion of the grant to GRANTEE Funding Commitment ratio.

8.7 Implementation of any ITS project shall be consistent with the Regional ITS Architecture. ITS projects must comply with the LACMTA Countywide ITS Policy and Procedures adopted by the LACMTA Board of Directors including the submittal of a completed, signed self-certification form. For the ITS policy and form, see www.metro.net/projects_studies/call_projects/other_resources.htm.

8.8 If any parking facilities are designed and/or constructed using the Measure M funds, GRANTEE shall coordinate with LACMTA parking program staff (see www.metro.net for staff listing) in the planning, design and management of the facility and shall ensure that its implementation is consistent with the LACMTA adopted parking policy. For the parking policy, see www.metro.net/projects_studies/call_projects/other_resources.htm.

9. MEASURE M FUNDS INVOICE BY GRANTEE:

Unless otherwise stated in this Agreement, the Quarterly Progress/Expenditure Report, with supporting documentation of Measure M expenses, Project progress and other documents as required, which has been pre-approved by LACMTA, all as described in Part II, Section 11.1 of this Agreement, shall satisfy LACMTA invoicing requirements. Grantee shall only submit for payment the LACMTA pre-approved Quarterly Progress/Expenditure Report Packets to the LACMTA Project Manager at the email address shown in Part I and to LACMTA Accounts Payable Department as shown below.

Submit invoice with supporting documentation to:

ACCOUNTSPAYABLE@METRO.NET (preferable)

or

mail to:

Los Angeles County Metropolitan Transportation Authority
Accounts Payable
P. O. Box 512296
Los Angeles, CA 90051-0296

All invoice material must contain the following information:

**Re: LACMTA Call for Projects ID# F5516, Measure M Project ID# MM4703.09, and
AGREEMENT # 9200000000F5516**

Michael Richmai; Mail Stop 99-22-7

10. DISBURSEMENT OF MEASURE M FUNDS:

Measure M funds will be released on a reimbursement basis in accordance with invoices submitted in support of the Quarterly Progress/Expenditure Reports. LACMTA will make all disbursements electronically unless an exception is requested in writing. Reimbursements via Automated Clearing House (ACH) will be made at no cost to GRANTEE. GRANTEE must complete the ACH form and submit such form to LACMTA before grant payments can be made. ACH Request Forms can be found at www.metro.net/projects/call_projects/call_projects-reference-documents/. GRANTEE must provide detailed supporting documentation with its Quarterly Progress/Expenditure Reports. GRANTEE Funding Commitment, if any, must be spent in direct proportion to the Measure M funds with each quarter's payment.

11. AUDIT REQUIREMENTS/PAYMENT ADJUSTMENTS OF MEASURE M FUNDS

11.1 GRANTEE shall submit the draft of Quarterly Progress/Expenditure Report (**Attachment D-1**) within sixty (60) days after the close of each quarter on the last day of the months November, February, May and August to the LACMTA Project Manager for review and pre-approval of the applicable report. LACMTA Project Manager shall review and respond in writing to the draft Quarterly Progress/Expenditure Report within thirty (30) calendar days from receipt. Grantee shall submit the LACMTA pre-approved Quarterly Progress/Expenditure Report no later than five (5) days after receipt of LACMTA's written approval. Should GRANTEE fail to submit either the draft or pre-approved reports within five (5) days of the due date and/or submit incomplete reports, LACMTA will not reimburse GRANTEE until the completed required reports are received, reviewed, and approved. The Quarterly Progress/Expenditure Reports shall include all appropriate documentation (such as contractor invoices, timesheets, receipts, etc.), and any changes to interim milestone dates that do not impact the final milestone date. All supporting documents must include a clear justification and explanation of their relevance to the Project. If no activity has occurred during a particular quarter, GRANTEE will still be required to submit the Quarterly Progress/Expenditure Reports indicating no dollars were expended that quarter. If a request for reimbursement exceeds \$500,000 in a single month, then GRANTEE can submit such an invoice once per month with supporting documentation. Expenses that are not invoiced to LACMTA Accounts Payable

within ninety (90) days after the lapsing date specified in Part II, Section 13.1 below are not eligible for reimbursement.

11.2 GRANTEE shall submit the Project expenditure estimates for the subsequent fiscal year by February of each year. LACMTA will use the estimates to determine the Project budget for the upcoming fiscal year.

11.3 LACMTA, and/or its designee, shall have the right to conduct audits of the Project as deemed appropriate, such as financial and compliance audits, interim audits, pre-award audits, performance audits and final audits. LACMTA will commence a final audit within six months of receipt of acceptable final invoice, provided the Project is ready for final audit (meaning all costs and charges have been paid by GRANTEE and invoiced to LACMTA, and such costs, charges and invoices are properly documented and summarized in the accounting records to enable an audit without further explanation or summarization including actual indirect rates for the period covered by the AGREEMENT period under review). GRANTEE agrees to establish and maintain proper accounting procedures and cash management records and documents in accordance with Generally Accepted Accounting Principles (GAAP). GRANTEE shall reimburse LACMTA for any expenditure not in compliance with the Scope of Work and/or not in compliance with other terms and conditions of this AGREEMENT. The allowability of costs for GRANTEE's own expenditures submitted to LACMTA for this Project shall be in compliance with Office of Management and Budget (OMB) Circular A-87. The allowability of costs for GRANTEE's contractors, consultants and suppliers' expenditures submitted to LACMTA through GRANTEE's Quarterly Progress/Expenditures Report shall be in compliance with OMB Circular A-87 or Federal Acquisition Regulation (FAR) Subpart 31 and 2 CFR Subtitle A, Chapter II, Part 225 (whichever is applicable). Findings of the LACMTA audit are final. When LACMTA audit findings require GRANTEE to return monies to LACMTA, GRANTEE agrees to return the monies within thirty (30) days after the final audit is sent to GRANTEE.

11.4 GRANTEE's records shall include, without limitation, accounting records, written policies and procedures, contract files, original estimates, correspondence, change order files (including documentation covering negotiated settlements), invoices, and any other supporting evidence deemed necessary by LACMTA to substantiate charges related to the Project (all collectively referred to as "records"). Such records shall be open to inspection and subject to audit and reproduction by LACMTA auditors or authorized representatives to the extent deemed necessary by LACMTA to adequately permit evaluation of expended costs. Such records subject to audit shall also include, without limitation, those records deemed necessary by LACMTA to evaluate and verify, direct and indirect costs, (including overhead allocations) as they may apply to costs associated with the Project. These records must be retained by GRANTEE for three years following final payment under this Agreement. Payment of retention amounts shall not occur until after the LACMTA's final audit is completed.

11.5 GRANTEE shall cause all contractors to comply with the requirements of Part II, Section 11.3 and 11.4 above. GRANTEE shall cause all contractors to cooperate fully in furnishing or in making available to LACMTA all records deemed necessary by LACMTA auditors or authorized representatives related to the Project.

11.6 LACMTA or any of its duly authorized representatives, upon reasonable written notice, shall be afforded access to all GRANTEE's records and its contractors related to the Project, and shall be allowed to interview any employee of GRANTEE and its contractors through final payment to the extent reasonably practicable.

11.7 LACMTA or any of its duly authorized representatives, upon reasonable written notice, shall have access to the offices of GRANTEE and its contractors, shall have access to all necessary records, including reproduction, at no charge to LACMTA, and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the terms and conditions of this AGREEMENT.

11.8 When business travel associated with the Project requires use of a vehicle, the mileage incurred shall be reimbursed at the mileage rates set by the Internal Revenue Service, as indicated in the United States General Services Administration Federal Travel Regulation, Privately Owned Vehicle Reimbursement Rates.

11.9 GRANTEE shall be responsible for ensuring all contractors/ subcontractors for the Project comply with the terms of the Ordinance, the Guidelines and the Multi-Year Subregional Programs Administrative Procedures. GRANTEE shall cooperate with LACMTA Management Audit Services Department such that LACMTA can meet its obligations under the Ordinance, the Guidelines and the Multi-Year Subregional Programs Administrative Procedures.

11.10 GRANTEE shall certify each invoice by reviewing all subcontractor costs and maintaining internal control to ensure that all expenditures are allocable, allowable and reasonable and in accordance with OMB A-87 or FAR subpart 31 and 2 CFR Subtitle A, Chapter II, part 225, (whichever is applicable) and the terms and conditions of this AGREEMENT.

11.11 GRANTEE shall also certify final costs of the Project to ensure all costs are in compliance with OMB A-87 or FAR subpart 31 and 2 CFR Subtitle A, Chapter II, part 225, (whichever is applicable) and the terms and conditions of this AGREEMENT.

11.12 In addition to LACMTA's other remedies as provided in this AGREEMENT, LACMTA may withhold the Measure M funds if the LACMTA audit has determined that GRANTEE failed to comply with the Scope of Work (such as misusing Measure M funds or failure to return Measure M funds owed to LACMTA in accordance with LACMTA audit findings) and /or is severely out of compliance with other terms and conditions as defined by this AGREEMENT, including the access to records provisions of Part II, Section 11.

12. SOURCES AND DISPOSITION OF MEASURE M FUNDS:

12.1 The obligation for LACMTA to grant the Measure M funds for the Project is subject to sufficient Measure M funds being made available for the Project by the LACMTA Board of Directors. If such Measure M funds are not made available as anticipated

from Measure M Program revenues, LACMTA will have the right to adjust the cash flow accordingly until such funds become available. LACMTA shall have no obligation to provide any other funds for the Project, unless otherwise agreed to in writing by LACMTA.

12.2 GRANTEE shall fully fund and contribute the GRANTEE Funding Commitment, as identified in the Project Funding (**Attachment A**), towards the cost of the Project. If the Measure M funds identified in **Attachment A** are insufficient to complete the Project, GRANTEE agrees to secure and provide such additional non-LACMTA programmed funds necessary to complete the Project.

12.3 GRANTEE shall be responsible for any and all cost overruns for the Project pursuant to Section 12.2.

12.4 GRANTEE shall be eligible for the Measure M funds up to the grant amount specified in Part I, Section 2 of this AGREEMENT subject to the terms and conditions contained herein. Any Measure M funds expended by GRANTEE prior to the Effective Date of this AGREEMENT shall not be reimbursed nor shall they be credited toward the GRANTEE Funding Commitment requirement, without the prior written consent of LACMTA. GRANTEE Funding Commitment dollars expended prior to the year the Measure M funds are awarded shall be spent at GRANTEE's own risk, or as delineated in a Letter of No Prejudice executed by the prospective GRANTEE and LACMTA.

12.5 If GRANTEE receives outside funding for the Project in addition to the Measure M funds identified in the Project Funding and the Expenditure Plan at the time this grant was awarded, this AGREEMENT shall be amended to reflect such additional funding. If, at the time of final invoice or voucher, funding for the Project (including the Measure M funds, GRANTEE Funding Commitment, and any additional funding) exceeds the actual Project costs, then the cost savings shall be applied in the same proportion as the sources of funds from each party to this AGREEMENT as specified in the Project Funding and both the Measure M funds and GRANTEE Funding Commitment required for the Project shall be reduced accordingly. LACMTA shall have the right to use any cost savings associated with the Measure M funds at its sole discretion, including, without limitation, programming the unused Measure M funds to another project or to another grantee within the subregion in accordance with the Ordinance, the Guidelines and the Multi-Year Subregional Programs Administrative Procedures. If, at the time of final voucher, it is determined that GRANTEE has received Measure M funds in excess of what GRANTEE should have received for the Project, GRANTEE shall return such overage to LACMTA within 30 days from final voucher.

13. TIMELY USE OF PROJECT FUNDS / REPROGRAMMING OF PROJECT FUNDS

13.1. GRANTEE must demonstrate timely use of the Project Funds by:

- (i) Executing this AGREEMENT within **ninety (90) days** of receiving formal transmittal of the AGREEMENT from LACMTA, or by December 31 of the first Fiscal Year in which the Project Funds are programmed, whichever date is later; and

- (ii) Beginning Project Design, Preliminary Engineering-(PE) within **six (6) months** from completion of environmental clearance, if appropriate.
- (iii) Executing Contracts for Construction or Capital purchase within **twelve (12) months** from the date of completion of design; and
- (iv) Delivering Work in accordance with schedule; changes to the schedule will require an Amendment to Attachment C to reflect updated milestone dates. Meeting the Project milestone due dates as agreed upon by the LACMTA and GRANTEE in Attachment C of this AGREEMENT; and
- (v) Submitting the Quarterly Progress/Expenditure Reports as described in Part II, Sections 5 and 9 of this AGREEMENT; and
- (vi) obligating CMAQ funds programmed for FY 2015-16 are subject to lapse by June 30, 2020.
- (vii) expending the Measure M funds granted under this Agreement for allowable costs within 36 months from July 1 of the Fiscal Year in which the Measure M funds are programmed, unless otherwise stated in the Agreement. Measure M funds programmed for FY 2019-20 are subject to lapse by June 30, 2022. Measure M funds programmed for FY 2020-21 are subject to lapse by June 30, 2023. Measure M funds programmed for FY 2021-22 are subject to lapse by June 30, 2024.

13.2. In the event that the timely use of the Project Funds is not demonstrated as described in Part II, Section 9.1 of this AGREEMENT, the Project will be reevaluated by LACMTA as part of its Annual Update process and the Project Funds may be reprogrammed to another project by the LACMTA Board of Directors in accordance with the Ordinance, the Guidelines and the Multi-Year Subregional Programs Administrative Procedures. In the event that all the Project Funds are reprogrammed, this AGREEMENT shall automatically terminate.

14. DEFAULT:

A Default under this AGREEMENT is defined as any one or more of the following: (i) GRANTEE fails to comply with the terms and conditions contained herein; and/or (ii) GRANTEE fails to perform satisfactorily or make material changes, as determined by LACMTA at its sole discretion, to the Expenditure Plan, the Scope of Work, or the Project Funding without LACMTA's prior written consent or approval as provided herein.

15. REMEDIES:

15.1. In the event of a Default by GRANTEE, LACMTA shall provide written notice of such Default to GRANTEE with a 30-day period to cure the Default. In the event GRANTEE fails to cure the Default, or commit to cure the Default and commence the same within such 30-day period to the satisfaction of LACMTA, LACMTA shall have the following remedies: (i) LACMTA may terminate this Agreement; (ii) LACMTA may make no further

disbursements of Project Funds to GRANTEE; and/or (iii) LACMTA may recover from GRANTEE any Project Funds disbursed to GRANTEE as allowed by law or in equity.

15.2. Effective upon receipt of written notice of termination from LACMTA pursuant to Section 15.1, GRANTEE shall not undertake any new work or obligation with respect to this Agreement unless so directed by LACMTA in writing. Any Project Funds expended after termination shall be the sole responsibility of GRANTEE.

15.3. The remedies described herein are non-exclusive. LACMTA shall have the right to enforce any and all rights and remedies herein or which may be now or hereafter available at law or in equity.

16. COMMUNICATIONS:

16.1. GRANTEE shall ensure that all Communication Materials contain recognition of LACMTA's contribution to the Project as more particularly set forth in "Funding Recipient Communications Guidelines" available at <http://metro.net/partners-civic>. The Funding Recipient Communications Guidelines may be changed from time to time during the course of this Agreement. GRANTEE shall be responsible for complying with the latest Funding Recipient Communications Guidelines during the term of this Agreement, unless otherwise specifically authorized in writing by the LACMTA Chief Communications Officer.

16.2. For purposes of this Agreement, "Communications Materials" include, but are not limited to, press events, public and external newsletters, printed materials, advertising, websites radio and public service announcements, electronic media, and construction site signage. A more detailed definition of "Communications Materials" is found in the Funding Recipient Communications Guidelines.

16.3. The Metro logo is a trademarked item that shall be reproduced and displayed in accordance with specific graphic guidelines. The preferred logo lock-up for Funding Recipients to use is included in the Funding Recipient Communications Guidelines.

16.4. GRANTEE shall ensure that any subcontractor, including, but not limited to, public relations, public affairs, and/or marketing firms hired to produce Project Communications Materials for public and external purposes will comply with the requirements contained in this Section.

16.5. The LACMTA Project Manager shall be responsible for monitoring GRANTEE's compliance with the terms and conditions of this Section. GRANTEE's failure to comply with the terms of this Section shall be deemed a default hereunder and LACMTA shall have all rights and remedies set forth herein.

17. OTHER TERMS AND CONDITIONS:

17.1 This AGREEMENT, along with its Attachments, constitutes the entire understanding between the parties, with respect to the subject matter herein. The AGREEMENT shall not be amended, nor any provisions or breach hereof waived, except in writing signed by the parties who agreed to the original AGREEMENT or the same level of authority. Adoption of revisions or supplements to the Guidelines shall cause such revisions or supplements to become incorporated automatically into this Agreement as though fully set forth herein.

17.2 GRANTEE is obligated to continue using the Project dedicated to the public transportation purposes for which the Project was initially approved. The Project right-of-way, the Project facilities constructed or reconstructed on the Project site, and/or Project property purchased, excluding construction easements and excess property (whose proportionate proceeds shall be distributed in an equal proportion of the grant to GRANTEE Funding Commitment ratio), shall remain dedicated to public transportation use in the same proportion and scope and to the same extent as described in this AGREEMENT. Equipment acquired as part of the Project, including office equipment, vehicles, shall be dedicated to that use for their full economic life cycle, including any extensions of that life cycle achieved by reconstruction, rehabilitation, or enhancements.

17.3 In the event that there is any legal court (e.g., Superior Court of the State of California, County of Los Angeles, or the U.S. District Court for the Central District of California) proceeding between the parties to enforce or interpret this AGREEMENT, to protect or establish any rights or remedies hereunder, the prevailing party shall be entitled to its costs and expenses, including reasonable attorney's fees.

17.4 Neither LACMTA nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or committed to be done by GRANTEE under or in connection with any work performed by and or service provided by GRANTEE, its officers, agents, employees, contractors and subcontractors under this AGREEMENT. GRANTEE shall fully indemnify, defend and hold LACMTA and its subsidiaries, and its officers, agents and employees harmless from and against any liability and expenses, including without limitation, defense costs, any costs or liability on account of bodily injury, death or personal injury of any person or for damage to or loss of risk of property, any environmental obligation, any legal fees and any claims for damages of any nature whatsoever arising out of the Project, including without limitation: (i) use of the Project Funds by GRANTEE, or its officers, agents, employees, contractors or subcontractors; (ii) breach of GRANTEE's obligations under this AGREEMENT; or (iii) any act or omission of GRANTEE, or its officers, agents, employees, contractors or subcontractors in the performance of the work or the provision of the services, in connection with the Project including, without limitation, the Scope of Work, described in this AGREEMENT.

17.5 Neither party hereto shall be considered in default in the performance of its obligation hereunder to the extent that the performance of any such obligation is prevented or delayed by unforeseen causes including acts of God, acts of a public enemy, and government acts beyond the control and without fault or negligence of the affected party. Each party hereto

shall give notice promptly to the other of the nature and extent of any such circumstances claimed to delay, hinder, or prevent performance of any obligations under this AGREEMENT.

17.6 GRANTEE shall comply with and ensure that work performed under this AGREEMENT is done in compliance with Generally Accepted Accounting Principles (GAAP), all applicable provisions of federal, state, and local laws, statutes, ordinances, rules, regulations, and procedural requirements including Federal Acquisition Regulations (FAR), and the applicable requirements and regulations of LACMTA. GRANTEE acknowledges responsibility for obtaining copies of and complying with the terms of the most recent federal, state, or local laws and regulations, and LACMTA requirements including any amendments thereto.

17.7 GRANTEE agrees that the applicable requirements of this AGREEMENT shall be included in every contract entered into by GRANTEE or its contractors relating to work performed under this AGREEMENT and LACMTA shall have the right to review and audit such contracts.

17.8 GRANTEE shall not assign this AGREEMENT, or any part thereof, without prior approval of the LACMTA Chief Executive Officer or his designee. Any assignment by GRANTEE without said prior consent by LACMTA shall be void and unenforceable.

17.9 This AGREEMENT shall be governed by California law. If any provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

17.10 The covenants and agreements of this AGREEMENT shall inure to the benefit of, and shall be binding upon, each of the parties and their respective successors and assigns.

17.11 GRANTEE will advise LACMTA prior to any key Project staffing changes. Notice will be given to the parties at the address specified in Part I, unless otherwise notified in writing of change of address or contact person.

17.12 GRANTEE, in the performance of the work described in this AGREEMENT, is not a contractor nor an agent or employee of LACMTA. GRANTEE attests to no organizational or personal conflicts of interest and agrees to notify LACMTA immediately in the event that a conflict, or the appearance thereof, arises. GRANTEE shall not represent itself as an agent or employee of LACMTA and shall have no powers to bind LACMTA in contract or otherwise.

(LACMTA Programmed Funding and Sponsors Match Only)

[illegible]

ATTACHMENT B - EXPENDITURE PLAN COST & CASH FLOW BUDGET

Measure M MSP - First/Last Mile and Complete Streets Program - Funding Agreement Projects - FA.9200000000F5516
 Project Title: Civic Center and Interjurisdictional Bicycle Lanes Project#: CFP# F5516/MM# MM4703.09

PROGRAMMED SOURCES OF FUNDS

SOURCES OF FUNDS	FY 2020-21 Qtr 1	FY 2020-21 Qtr 2	FY 2020-21 Qtr 3	FY 2020-21 Qtr 4	FY 2021-22 Qtr 1	FY 2021-22 Qtr 2	FY 2021-22 Qtr 3	FY 2021-22 Qtr 4	TOTAL BUDGET
LACMTA PROGRAMMED FUNDS:									
FEDERAL: CMAQ FUNDS									
Construction	\$121,226	\$121,226	\$121,226	\$121,226	\$0	\$0	\$0	\$0	\$484,905
Total FEDERAL CMAQ	\$121,226	\$121,226	\$121,226	\$121,226	\$0	\$0	\$0	\$0	\$484,905
MEASURE M MSP FUNDS:									
Environmental	\$7,701	\$15,401	\$0	\$0	\$0	\$0	\$0	\$0	\$23,102
Design and PS&E	\$0	\$0	\$122,321	\$122,321	\$122,321	\$122,321	\$0	\$0	\$489,282
Total Measure M MSP	\$7,701	\$15,401	\$122,321	\$122,321	\$122,321	\$122,321	\$0	\$0	\$512,384
SUM PROG LACMTA FUNDS:	\$128,927	\$136,628	\$243,547	\$243,547	\$122,321	\$122,321	\$0	\$0	\$997,289
OTHER NON LACMTA FUNDING:									
LOCAL: [INSERT SOURCE]									
Environmental	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Design and PS&E	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total LOCAL	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SUM NON-LACMTA FUNDS :	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
PROJECT FUNDING FY2020-21 and FY2021-22	\$128,927	\$136,628	\$243,547	\$243,547	\$122,321	\$122,321	\$0	\$0	\$997,289
SOURCES OF FUNDS	FY 2022-23 Qtr 1	FY 2022-23 Qtr 2	FY 2022-23 Qtr 3	FY 2022-23 Qtr 4	FY 2023-24 Qtr 1	FY 2023-24 Qtr 2	FY 2023-24 Qtr 3	FY 2023-24 Qtr 4	TOTAL BUDGET
LACMTA PROGRAMMED FUNDS:									
MEASURE M MSP FUNDS:									
Construction	\$1,134,109	\$1,134,109	\$1,134,109	\$1,134,109	\$0	\$0	\$0	\$0	\$4,536,434
Others: Construction Engineering	\$155,671	\$155,671	\$155,671	\$155,671	\$0	\$0	\$0	\$0	\$622,682
Total MEASURE M	\$1,289,779	\$1,289,779	\$1,289,779	\$1,289,779	\$0	\$0	\$0	\$0	\$5,159,116
SUM PROG LACMTA FUNDS:	\$1,289,779	\$1,289,779	\$1,289,779	\$1,289,779	\$0	\$0	\$0	\$0	\$5,159,116
OTHER NON LACMTA FUNDING:									
MEASURE R LOCAL RETURN FUNDS:									
Construction	\$32,250	\$32,250	\$32,250	\$32,250	\$0	\$0	\$0	\$0	\$128,999
Total LOCAL	\$32,250	\$32,250	\$32,250	\$32,250	\$0	\$0	\$0	\$0	\$128,999
SUM NON-LACMTA FUNDS :	\$32,250	\$32,250	\$32,250	\$32,250	\$0	\$0	\$0	\$0	\$128,999
PROJECT FUNDING FY2022-23 and FY2023-24	\$1,322,029	\$1,322,029	\$1,322,029	\$1,322,029	\$0	\$0	\$0	\$0	\$5,288,115
TOTAL LACMTA FUNDS	\$1,418,706	\$1,426,407	\$1,533,326	\$1,533,326	\$122,321	\$122,321	\$0	\$0	\$6,156,405
TOTAL NON-LACMTA FUNDS	\$32,250	\$32,250	\$32,250	\$32,250	\$0	\$0	\$0	\$0	\$128,999
TOTAL PROJECT FUNDING	\$1,450,956	\$1,458,656	\$1,565,576	\$1,565,576	\$122,321	\$122,321	\$0	\$0	\$6,285,404

**ATTACHMENT C
SCOPE OF WORK****PROJECT NAME:** Civic Center and Interjurisdictional Bicycle Lanes**PROJECT LOCATION/LIMITS/AREA:**

The project is located along Santa Anita Avenue and Tyler Avenue in the City of South El Monte, in the San Gabriel Valley area. The project limits are Santa Anita Avenue from South of Merced Avenue (south city limit) to Tyler Avenue; and Tyler Avenue from Santa Anita Avenue to Klingerman Street.

PROJECT DESCRIPTION INCLUDING MULTI-YEAR SUBREGIONAL PROGRAM AND PROJECT NEXUS:

The project includes installation of bicycle and pedestrian mobility improvements including installation of a combination of protected bike lanes (Class IV-cycle track) and bike route (Class III), center medians, continuous ADA pedestrian path of travel including sidewalks, curb ramps, driveways, street furniture (bus shelter, bike racks, trash bins, etc.), bike and pedestrian signage, street rehabilitation (AC coldmill and overlay), striping and related improvements.

PROJECT FUNDING:

PHASE	LACMTA Measure M MSP	LACMTA CMAQ	City Funds	TOTAL
Environmental	\$ 23,102			\$ 23,102
Design and PS&E	\$ 489,282			\$ 489,282
Construction	\$4,536,434	\$484,905	\$128,999	\$5,150,338
Construction Engineering	\$ 622,682			\$ 622,682
TOTAL FUNDING	\$5,671,500	\$484,905	\$128,999	\$6,285,404

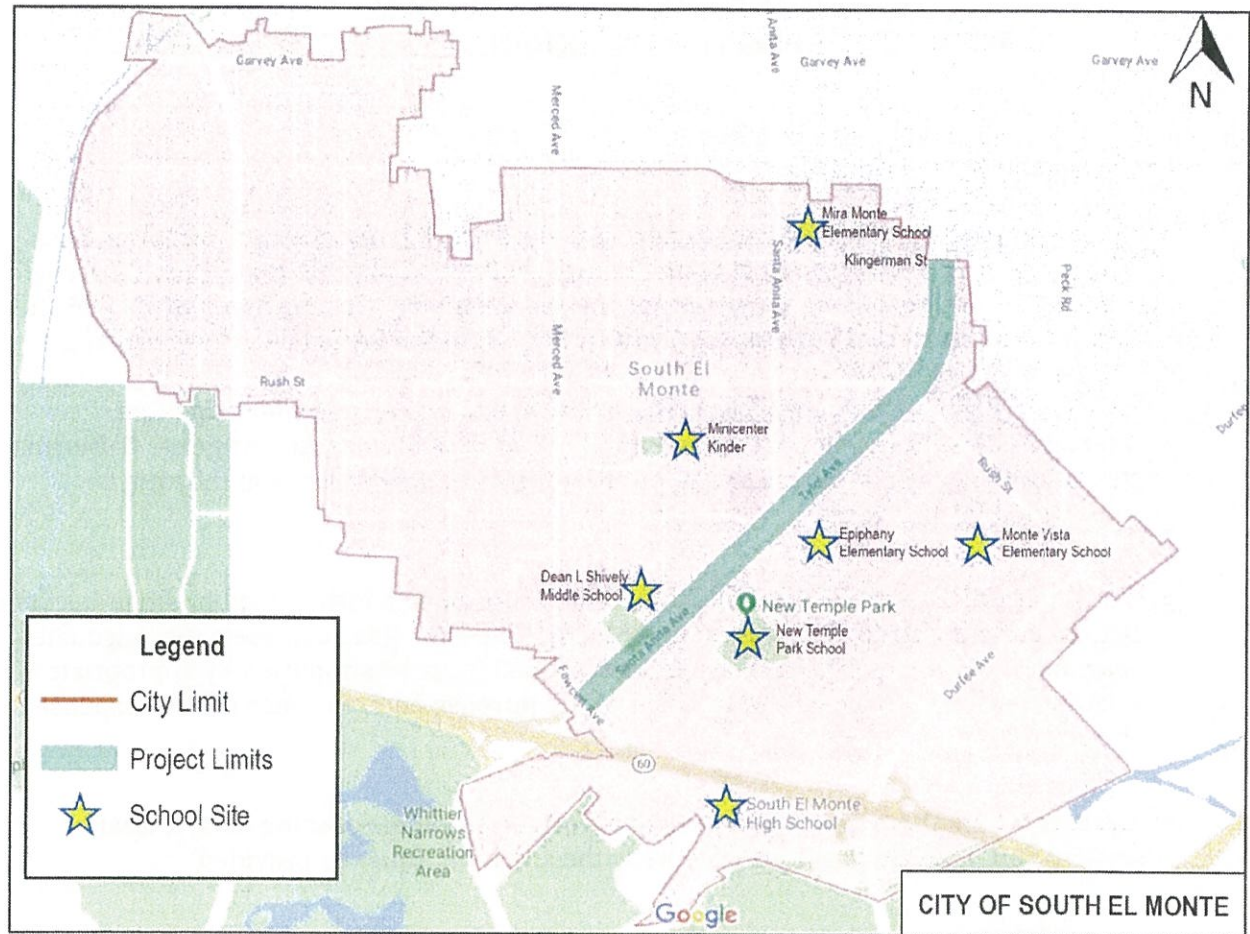
ESTIMATED PROJECT COSTS:

ITEM	QTY	UNIT	\$/UNIT	TOTAL
Mobilization	1	LS	\$100,000	\$100,000
Traffic Control	1	LS	\$100,000	\$100,000
Stormwater Protection Plan	1	LS	\$50,000	\$50,000
Bike Lane/Route Improvements (Class IV and III) with concrete bike lane buffer	1	LS	\$429,000	\$429,000
Raised Center Median	1	LS	\$1,398,400	\$1,398,400
AC Coldmill and Overlay (2" thickness)	1	LS	\$1,330,800	\$1,330,800
PCC Driveways	1	LS	\$642,600	\$642,600
PCC Curb Ramps	1	LS	\$104,000	\$104,000
PCC Sidewalk	1	LS	\$96,525	\$96,525
Street Furniture (Trash bins, bike racks, bus shelters, benches)	1	LS	\$150,000	\$150,000
Monument Signs	1	LS	\$100,000	\$100,000
Way-finding Signage	1	LS	\$15,000	\$15,000
Pedestrian Crossing Signage	1	LS	\$25,000	\$25,000
Striping	1	LS	\$100,000	\$100,000
Landscape and Irrigation	1	LS	\$40,000	\$40,000
Subtotal Construction Cost				\$4,682,125
Construction Contingency			10.00%	\$468,213
Total Cost (Construction Items & Contingency)				\$5,150,338
Environmental			0.45%	\$23,102
Design and PS&E			9.50%	\$489,282
Right of Way Engineering			0.00%	\$0
Construction Engineering			12.09%	\$622,682
TOTAL PROJECTD COST				\$6,285,404

PROJECT DETAILED SCHEDULE:

MILESTONES	BEGIN	END	DURATION (months)
• Develop LOA Attachment w/ Metro	1/2020	3/2020	3
• Sponsor & Metro CEO signs LOA	4/2020	4/2020	1
• Submit to Caltrans: "Request for Authorization to Proceed with Preliminary Engineering," executed LOA, Request for Authorization Data Sheet, Local programs agreement, receive CTC Approval (See Local Assistance Procedures Manual for required forms).	5/2020	8/2020	4
• Federal and State Environmental Clearance	9/2020	11/2020	3
• Preliminary Engineering	12/2020	11/2021	12
• Submit to Caltrans: "Request for Authorization to Proceed with Construction" and all required documents, CTC Approval (See Local Assistance Procedures Manual for required forms). • Caltrans must issue Notice to Proceed/Program Supplement Agreement E76 before advertising to bid (2-6 mos) (See Local Assistance Procedures Manual for required forms).	12/2021	3/2022	4
• Advertise Bid & Award Construction Contract	4/2022	6/2022	3
• Construction	7/2022	6/2023	12
• Report of Completion (See Local Assistance Procedures Manual for required forms).	7/2023	9/2023	3

PROJECT MAP:



AGREEMENT ATTACHMENT D

PROJECT REPORTING & EXPENDITURE GUIDELINES

REPORTING PROCEDURES

- Quarterly Progress/Expenditure Report (**Attachment D-1**) are required for all projects. The GRANTEE shall be subject to and comply with all applicable requirements of the funding agency regarding project-reporting requirements. In addition, GRANTEE will submit the Quarterly Progress/Expenditure Report to the LACMTA, after receiving LACMTA Project Manager's acceptance of the draft report, at **ACCOUNTSPAYABLE@METRO.NET** or by mail to Los Angeles Metropolitan Transportation Authority, Accounts Payable, P. O. Box 512296, Los Angeles, California 90051-0296. Please note that letters or other forms of documentation may **not** be substituted for this form.
- The Quarterly Progress/Expenditure Report covers all activities related to the project and lists all costs incurred. It is essential that GRANTEE provides complete and adequate response to all the questions. The expenses listed must be supported by appropriate documentation with a clear explanation of the purpose and relevance of each expense to the project.
- In cases where there are no activities to report, or problems causing delays, clear explanation, including actions to remedy the situation, must be provided.
- GRANTEE is required to track and report on the project schedule. LACMTA will monitor the timely use of funds and delivery of projects. Project delay, if any, must be reported each quarter.
- The draft Quarterly Progress/Expenditure Report is due to the LACMTA as soon as possible after the close of each quarter, but no later than the following dates for each fiscal year:

<u>Quarter</u>	<u>Report Due Date</u>
July –September	November 30
October - December	February 28
January - March	May 31
April - June	August 31

LACMTA Project Manager shall review and respond in writing to the draft Quarterly Progress/Expenditure Report within thirty (30) calendar days from receipt.

Upon completion of the Project a final report that includes project's final evaluation must be submitted.

EXPENDITURE GUIDELINES

- Any activity or expense charged above and beyond the approved Scope of Work (AGREEMENT Attachment C) **is considered ineligible** and will not be reimbursed by the LACMTA unless **prior written authorization** has been granted by the LACMTA Chief Executive Officer or his/her designee.
- Any expense charged to the grant must be clearly and directly related to the project.
- Administrative cost is the ongoing expense incurred by the GRANTEE for the duration of the project and for the direct benefit of the project as specified in the Scope of Work (Attachment C). Examples of administrative costs are personnel, office supplies, and equipment. As a condition for eligibility, all costs must be necessary for maintaining, monitoring, coordinating, reporting and budgeting of the project. Additionally, expenses must be reasonable and appropriate to the activities related to the project.
- LACMTA is not responsible for, and will not reimburse any costs incurred by the GRANTEE prior to the Effective Date of the AGREEMENT, unless **written authorization** has been granted by the LACMTA Chief Executive Officer or his/her designee.

DEFINITIONS

- Allowable Cost: To be allowable, costs must be reasonable, recognized as ordinary and necessary, consistent with established practices of the organization, and consistent with industry standard of pay for work classification.
- Excessive Cost: Any expense deemed "excessive" by LACMTA staff would be adjusted to reflect a "reasonable and customary" level. For detail definition of "reasonable cost", please refer to the Federal Register *OMB Circulars A-87 Cost Principals for State and Local Governments; and A-122 Cost Principals for Nonprofit Organizations*.
- Ineligible Expenditures: Any activity or expense charged above and beyond the approved Scope of Work is considered ineligible.

LACMTA FA MEASURE M ATTACHMENT D-1

QUARTERLY PROGRESS/EXPENDITURE REPORT

Grantee To Complete	
Invoice #	
Invoice Date	
FA#	9200000000F5516
Quarterly Report #	

GRANTEES ARE REQUESTED TO EMAIL THIS REPORT TO

ACCOUNTSPAYABLE@METRO.NET

or submit by mail to:

Los Angeles County Metropolitan Transportation Authority

Accounts Payable

P. O. Box 512296

Los Angeles, California 90051-0296

Please note that letters or other forms of documentation may not be substituted for this form. Refer to the Reporting and Expenditure Guidelines (Attachment D) for further information.

SECTION 1: QUARTERLY EXPENSE REPORT

Please itemize grant-related charges for this Quarter on Page 5 of this report and include totals in this Section.

	LACMTA CALL FOR PROJECT CMAQ (\$)	LACMTA MEASURE M MSP (\$)	TOTAL
Project Quarter Expenditure			
This Quarter Expenditure			
Retention Amount (5%) (see Part I, Section 9 of Agreement)			
Net Invoice Amount (Less Retention)			
Project-to-Date Expenditure			
Funds Expended to Date (Include this Quarter)			
Total Project Budget	\$ 484,905.00	\$ 5,671,500.00	\$ 6,156,405.00
% of Project Budget Expended to Date			
Balance Remaining			

SECTION 2: GENERAL INFORMATION

PROJECT TITLE: _____

FA #: _____

QUARTERLY REPORT SUBMITTED FOR:

Fiscal Year :☐ 2018-19☐ 2019-20☐ 2020-21☐ 2021-22☐ 2022-23☐ 2023-24*Quarter :*☐ Q1: Jul - Sep☐ Q2: Oct - Dec☐ Q3: Jan - Mar☐ Q4: Apr - Jun

DATE SUBMITTED: _____

Measure M Multi-Year Subregional Program Type: _____

LACMTA Project Manager	Name:	
	Phone Number:	
	E-mail:	

Grantee Contact / Project Manager	Contact Name:	
	Job Title:	
	Department:	
	City / Agency:	
	Mailing Address:	
	Phone Number:	
	E-mail:	

SECTION 3 : QUARTERLY PROGRESS REPORT**1. DELIVERABLES & MILESTONES**

List all deliverables and milestones as stated in the FA, with start and end dates. Calculate the total project duration. **DO NOT CHANGE THE ORIGINAL FA MILESTONE START AND END DATES SHOWN IN THE 2ND AND 3RD COLUMNS BELOW.**

Grantees must make every effort to accurately portray milestone dates in the original FA Scope of Work, since this will provide the basis for calculating any project delay. If milestone start and/or end dates change from those stated in the Original FA Scope of Work, indicate the new dates under Actual Schedule below and re-calculate the project duration. However, this does not change the original milestones in your FA. PER YOUR FA AGREEMENT, ANY CHANGES TO THE PROJECT SCHEDULE MUST BE FORMALLY SUBMITTED UNDER SEPARATE COVER TO LACMTA FOR WRITTEN CONCURRENCE.

FA Milestones	Original FA Schedule in Scope of Work		Actual Schedule	
	Start Date	End Date	Start Date	End Date
Environmental				
Design				
Right-of-Way Acquisition				
Construction				
Vehicle Purchase				
Others				
Ground Breaking Event				
Ribbon Cutting Event				
Total Project Duration (Months)				

2. PROJECT COMPLETION

A. Based on the comparison of the original and actual project milestone schedules above, project is (select only one) :

- ☐ On schedule per original FA schedule
 ☐ Less than 12 months behind original schedule
☐ Between 12-24 months behind original schedule
 ☐ More than 24 months behind original schedule

B. Was the project design started within 6 months of the date originally stated in the FA?

- ☐ Yes
 ☐ No
 ☐ Not Applicable

C. Was a construction contract or capital purchase executed within 9 months after completion of design / specifications?

- ☐ Yes
 ☐ No
 ☐ Not Applicable

3. TASKS / MILESTONES ACCOMPLISHED

List tasks or milestones accomplished and progress made this quarter.

4. PROJECT DELAY

If project is delayed, describe reasons for delay (this quarter). Pay particular attention to schedule delays. If delay is for the same reason as mentioned in previous quarters, please indicate by writing "Same as Previous Quarter".

5. ACTION ITEMS TO RESOLVE DELAY

If the project is delayed (as described in #4), include action items that have been, or will be, undertaken to resolve the delay.

SECTION 4. ITEMIZED LISTING OF EXPENSES AND CHARGES THIS QUARTER

All expenses and charges must be itemized and listed below. Each item listed must be verifiable by an invoice and/or other proper documentation. The total amounts shown here must be equal to this quarter's expenditures listed on page 1 of this report. All expenses and charges must be reflective of the approved budget and rates as shown in the FA Attachment B, Scope of Work. Use additional pages if needed.

ITEM	INVOICE #	TOTAL EXPENSES CHARGED TO LACMTA MEASURE M GRANT
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
TOTAL		

Note:

All receipts, invoices, and time sheets, attached and included with this Expense Report must be listed and shown under the Invoice Number column of the Itemized Listing (above).

Invoice Payment Information:

LACMTA will make all disbursements electronically unless an exception is requested in writing.

ACH Payments require that you complete an ACH Request Form and fax it to Accounts Payable at 213-922-6107.

ACH Request Forms can be found at www.metro.net/callforprojects.

Written exception requests for Check Payments should be completed and faxed to Accounts Payable at 213-922-6107.

I certify that I am the responsible Project Manager or fiscal officer and representative of _____ and that to the best of my knowledge and belief the information stated in this report is true and correct.

Signature

Date

Name

Title

Los Angeles Metropolitan Transportation Authority 2019 Federal Transportation Improvement Program (\$000)

TIP ID LAF5516		Implementing Agency South El Monte, City of	
Project Description: Installation of Class II bike lanes on Santa Anita Ave from Klingerman St to end of City Limits south of Merced Ave (1.5 mi) and on Merced Ave from Fern Ave to Santa Anita Ave (1.3 mi) while Class III bike routes with shared-lane markings will be installed on Lerma Ave from Merced Ave to SW City Limits (0.3 mi) and on Thienes Ave from Tyler Ave to SE City Limits (1 mi). The scope of work also includes installation of bike parking at the Civic Center and wayfinding/signage.			
SCAG RTP Project #: 7120004 Study: N/A Is Model: NO Model #: PM: Jennifer Vasquez - (626) 579-6540 Email: jvasquez@soelmonte.org LS: N LS GROUP#: Conformity Category: TCM Committed			
System : Local Hwy		Route :	Postmile:
Distance:		Phase: Environmental Document/Pre-Design Phase (PAED)	
Completion Date: 06/30/2021			
Lane # Extd:	Lane # Prop:	Imprv Desc:	Air Basin: SCAB Envir Doc: CATEGORICALLY EXEMPT - 11/17/2014
Toll Rate: 0.00	Toll Colc Loc:	Toll Method:	Hov acs eg loc:
Uza: Los Angeles-Long Beach-Santa Ana		Sub-Area:	Sub-Region:
CTIPS ID:		EA #:	PPNO: 4545
Program Code: NCN26 - BICYCLE FACILITY-NEW Stop Loc:			
	PHASE	PRIOR	18/19 19/20 20/21 21/22 22/23 23/24 BEYOND PROG TOTAL
CMAQ - Congestion Mitigation Air Quality	PE		\$485 \$0 \$0 \$0 \$0 \$0 \$0 \$485
	RW		\$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0
	CON		\$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0
	SUBTOTAL		\$485 \$0 \$0 \$0 \$0 \$0 \$0 \$485
MEASURE M MYSP (Multi Year Subregional Program)	PE		\$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0
	RW		\$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0
	CON		\$133 \$190 \$5,349 \$0 \$0 \$0 \$0 \$5,672
	SUBTOTAL		\$133 \$190 \$5,349 \$0 \$0 \$0 \$0 \$5,672
MR15 - Measure R 15% Local Return	PE		\$129 \$0 \$0 \$0 \$0 \$0 \$0 \$129
	RW		\$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0
	CON		\$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0
	SUBTOTAL		\$129 \$0 \$0 \$0 \$0 \$0 \$0 \$129
TOTAL PE: \$614		TOTAL RW: \$0	TOTAL CON: \$5,672 TOTAL PROGRAMMED: \$6,286
- General Comment: - Modeling Comment: - TCM Comment: - Amendment Comment: - CMP Comment: - Narrative:			
Last Revised Amendment 19-17 - In Progress		Change reason: SCHEDULE DELAY	
		Total Project Cost	\$6,286

ATTACHMENT F**LIST OF DOCUMENTS TO BE SUBMITTED TO CALTRANS
(FOR FEDERAL FUNDED PROJECTS)**

NOTE: Refer to the Local Assistance Procedure Manual (LAPM) for the Exhibits.

Request for Authorization for Preliminary Engineering (PE)

1. Copy of approved FTIP sheet.
2. Copy of LOA/FA with LACMTA (only if RSTP, CMAQ, or Federal STIP funds are involved).
3. Field Review Form – Exhibit 7-B.
4. Preliminary Environmental Study Form (PES) – Exhibit 6-A.
5. A field review should be conducted at this stage and then the remaining documents could be submitted. During the field review all issues of the project such as Environmental & Right-of-Way (R/W) should be identified and addressed.
6. Request for Authorization to Proceed with PE – Exhibit 3-A.
7. Request for Authorization – Data Sheets – Exhibit 3-G.
8. Local Programs Agreement – Exhibit 4-A (only if the agency plans to begin invoicing for PE Phase prior to contract award).

NOTE: The portion of PE work done prior to authorization is ineligible for federal participation. The Master Agreement (if needed), Supplemental Agreement and PR2 will be initiated upon receiving Exhibit 4-A. Invoices will be accepted only after execution of all of these agreements. Caltrans Encroachment permit must be obtained before the Request to Proceed with Construction Phase if Caltrans R/W is involved.

Request for Authorization for Utility Relocation

1. Request for Authorization to Proceed with Utility Relocation – Exhibit 3-L.
2. Completed Project Prefix Checklist – Exhibit 3-E (if previously not submitted).
3. Finance Letter – Exhibit 3-F.
4. Request for Authorization – Data Sheets – Exhibit 3-G.
5. Local Programs Agreement Checklist – Exhibit 4-A (if not submitted previously).
6. Approved Environmental Document. (After the authorization, the following documents should be submitted).
7. Request for Specific Authorization: See Exhibit 14-A. (Utility relocation work can commence only after the approval of Specific Authorization).
8. Fully executed Utility Agreement.

Request for Authorization for R/W Phase

1. Request for Authorization to Proceed with R/W – Exhibit 3-B.
2. Completed Project Prefix Checklist – Exhibit 3-E (if previously not submitted).
3. Finance Letter – Exhibit 3-F.
4. Request for Authorization – Data Sheets – Exhibit 3-G.
5. Local Programs Agreement Checklist – Exhibit 4-A (if not submitted previously).
6. Approved Environmental Document (if not submitted previously).

Request for Authorization for Construction

1. Environmental Clearance Document.
2. R/W Certification – LAPM, Chapter 13.
3. PS&E Certification – Exhibit 12-C.
4. PS&E Checklist – Exhibit 12-D.
5. Request for Authorization to Proceed with Construction – Exhibit 3-C.
6. Project Prefix Checklist – Exhibit 3-E (if not previously submitted).
7. Preliminary Estimate.
8. Finance Letter – Exhibit 3-F.
9. Request for Authorization – Data Sheets – Exhibit 3-G.
10. Local Programs Agreement – Exhibit 4-A.

NOTE: The Local Agency shall not advertise the project until they receive the authorization to proceed with construction. Every local agency must also have Quality Assurance Program (QAP) – LAPM, Chapter 16.14, before advancing to Construction Phase. After a Program Supplemental Agreement, Exhibit 4-A, which includes all the phases of the project, will be mailed to the Local Agency.

**ATTACHMENT G
SPECIAL GRANT CONDITIONS**

Note: The 2011 COUNTYWIDE CALL FOR PROJECTS Board Report 10 dated September 14, 2011 included various projects specific condition imposed by the LACMTA.

Civic Center & Interjurisdictional Bike Lanes (F5516) will require GRANTEE to comply with the most recent California Highway Design Manual, the Manual of Uniform Traffic Control Devices California Supplement, American with Disabilities Act, National Association of City Transportation Officials (NACTO) Urban Bikeway Design Guide, Bicycle Parking Guidelines, and Association of Pedestrian and Bicycle Professionals.

In addition, GRANTEE will be required to prepare a Project Completion Report to be provided to the LACMTA Bike Program Manager. The report must include a description of lessons learned and "before and after" bicycle counts taken on a mid-weekday and weekend, excluding winter months. The "after" counts should not be taken until six (6) months after the completion of the project.

ATTACHMENT H BOND REQUIREMENTS

The provisions of this Attachment H apply only if and to the extent some or all of the Funds are derived from LACMTA issued Bonds or other debt, the interest on which is tax exempt for federal tax purposes (collectively, the "Bonds").

GRANTEE acknowledges that some or all of the Funds may be derived from Bonds, the interest on which is tax-exempt for federal tax purposes. GRANTEE further acknowledges its understanding that the proceeds of the Bonds are subject to certain ongoing limitations relating to the use of the assets financed or provided with such proceeds ("Project Costs" or "Project Components") in the trade or business of any person or entity other than a governmental organization (any such use by a person or entity other than a governmental organization is referred to as "Private Use"). Private Use will include any sale, lease or other arrangement pursuant to which a nongovernmental person or entity receives a legal entitlement of a Project Component and also includes certain agreements pursuant to which a nongovernmental person will operate or manage a Project Component. Each quarterly invoice submitted by GRANTEE to reimburse prior expenditures (or to be received as an advance) shall provide information regarding the specific Project Costs or Project Components to which the Funds which pay that invoice will be allocated and whether there is or might be any Private Use associated with such Project Costs or Project Components. GRANTEE will, for the entire time over which LACMTA's Bonds or other debt remains outstanding, (1) notify and receive LACMTA's approval prior to entering into any arrangement which will or might result in Private Use and (2) maintain records, including obtaining records from contractors and subcontractors as necessary, of all allocations of Funds to Project Costs or Project Components and any Private Use of such Project Costs or Project Components in sufficient detail to comply and establish compliance with Section 141 of the Internal Revenue Code of 1986, as amended (the "Code"), or similar code provision then in effect and applicable, as determined by LACMTA in consultation with its bond counsel.

GRANTEE will designate one or more persons that will be responsible for compliance with the obligations described in this Attachment H and notify LACMTA of such designations.



City Council Agenda Report

**Agenda
Item No.
7.g.**

DATE: March 24, 2020

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

APPROVED AS TO FORM: Anthony R. Taylor, City Attorney

SUBMITTED BY: Rene Salas, Public Works Director

SUBJECT: ADOPT RESOLUTION NO. 20-29, APPROVING AGREEMENT WITH CALIFORNIA NATURAL RESOURCES AGENCY FOR ACCEPTING GRANTS FUNDING FOR UPGRADES AT NEW TEMPLE PARK, SHIVELY PARK, MARY VAN DYKE PARK, AND CIVIC CENTER TOTALING \$2,048,200

SUMMARY: The City was awarded a State Grant sponsored by Majority Leader Ian Calderon's office under Assembly Bill 74 for \$2,090,000 to be spent on Park and Civic Center improvements. The California Natural Resources Agency (CNRA) will be overseeing the funds at a 2% cost of the total grant amount at \$41,800. The true available grant funds to the City will be \$2,048,200. Staff recommends that the City approve the agreement with CNRA to accept the grant funds.

RECOMMENDATION: Staff recommends that City Council adopt Resolution No. 20-29, approving an agreement with CNRA accepting grant funding in the amount of \$2,048,200 for upgrades at New Temple Park, Shively Park, Mary Van Dyke Park, and Civic Center.

FISCAL IMPACT: There is no City match for this grant. The grant will be received on a reimbursement basis.

DISCUSSION: On October 8th, 2019, City Council accepted a grant under State Assembly Bill 74 in the amount of \$2,090,000 sponsored by Majority Leader Ian Calderon for various improvements to City Parks and Civic Center facilities. The CNRA will take 2% of the grant total at \$41,800 to manage the administration of the grant project and the setting up of necessary procedures.

On December 18, 2019, a joint meeting was held between the City Council and Valle Lindo School Board to review and recommend any changes to the projects on school property consisting of New Temple Park and Shively Park. The School Board identified three priority projects for New Temple Park as follows: restroom expansion, playground renovation, and snack bar renovation. For Shively Park, the School Board identified the renovation of the asphalt basketball and volleyball play area as the priority project.

Furthermore, for Mary Van Dyke Park, the renovation of the restrooms, new outdoor fitness equipment, new BBQ grills, new drinking fountains, and new ADA swing set and playground flooring have been identified as priority projects.

Lastly, for the Civic Center, new outdoor fitness equipment, new senior center gym equipment, renovation of the pool building, and City Hall ADA restroom improvements have been identified as priority projects.

On January 28, 2020, the City Council approved the revised list of projects to include these priority projects. The list of projects is included in the agreement in Attachment B under Exhibit A-1.

Staff recommends that City Council adopt Resolution No.20-29, approving the agreement with the CNRA accepting grant funds for upgrades at New Temple Park, Shively Park, Mary Van Dyke Park, and the Civic Center totaling \$2,048,200.

ATTACHMENTS:

Attachment A - Resolution No. 20-29

Attachment B - CNRA Agreement

Attachment A

RESOLUTION NO. 20-29

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH CALIFORNIA NATURAL RESOURCES AGENCY (CNRA) FOR ACCEPTING GRANT FUNDING FOR UPGRADES AT NEW TEMPLE PARK, SHIVELY PARK, MARY VAN DYKE PARK, AND CIVIC CENTER TOTALING \$2,048,200

THE SOUTH EL MONTE CITY COUNCIL HEREBY RESOLVES AS FOLLOWS:

WHEREAS, on October 8, 2019, the Legislature and Governor of the State of California approved Assembly Bill 74 granting the City of South El Monte funds totaling \$2,090,000 for city park and civic center improvements as identified in Attachment B in Exhibit A-1; and

WHEREAS, the California Natural Resources Agency ("CNRA") has been delegated the responsibility for the administration of the grant project and the setting up of necessary procedures at a 2% cost of the total grant amount at \$41,800; and

WHEREAS, the true available grant funds to the City will be \$2,048,200; and

WHEREAS, the grant funding will be used for upgrades at New Temple Park, Shively Park, Mary Van Dyke Park, and the Civic Center; and

WHEREAS, for New Temple Park the upgrades include expansion of the restroom expansion, renovation of the playground, and renovation of the snack bar; and

WHEREAS, for Shively Park, the upgrades include the renovation of the asphalt basketball and volleyball play area; and

WHEREAS, for Mary Van Dyke Park, the upgrades include the renovation of the restrooms, new outdoor fitness equipment, new BBQ grills, new drinking fountains, and new ADA swing set and playground flooring; and

WHEREAS, for the Civic Center, the upgrades include new outdoor fitness equipment, new senior center gym equipment, renovation of the pool building, and City Hall ADA restroom improvements; and

WHEREAS, the City desires to enter into an agreement with the CNRA accepting grant funding in the amount of \$2,048,200 for upgrades at the subject projects identified in Attachment B in Exhibit A-1.

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

SECTION 1. The foregoing recitals are true and correct, and are incorporated herein by reference as though set forth in full.

SECTION 2. Approves the agreement with the CNRA to accept grant funds totaling \$2,048,200 to fund projects listed under Exhibit A-1 in Attachment B.

SECTION 3. The City Council hereby authorizes and directs the City Manager to execute the agreement in substantially the form attached as Attachment B to the March 24, 2020 staff report accompanying this Resolution. The Council further directs the City Manager to take all actions necessary to effectuate the agreement.

SECTION 4. The City Clerk shall certify to the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED this 24th day of March, 2020.

Gloria Olmos, Mayor

ATTEST:

Rose Juarez, 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, hereby certify that the foregoing Resolution, being Resolution No. 20-29 was duly passed and approved by the City Council at a regular meeting of said Council held on the 24th day of March, 2020 and that said Resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Rose Juarez, City Clerk

Attachment B

**STATE OF CALIFORNIA NATURAL RESOURCES AGENCY
GRANT AGREEMENT**

GRANTEE NAME: CITY OF SOUTH EL MONTE

PROJECT TITLE: UPGRADES AT NEW TEMPLE PARK, SHIVELY PARK, MARY VAN DYKE PARK, AND CIVIC CENTER

AUTHORITY: Assembly Bill No. 74 Specified Funding FY 2019/2020

PROGRAM: General Fund Specified Grant Projects

AGREEMENT NUMBER: GF1905-0

TERM OF LAND TENURE: 25 years from date of project completion as evidenced by Project Certification Form

PROJECT PERFORMANCE PERIOD IS: 03/01/2020 to 03/31/2022

Under the terms and conditions of this agreement, the applicant agrees to complete the project as described in the project scope set forth in Exhibit A and any subsequent amendments, and the State of California, acting through the Natural Resources Agency pursuant to Assembly Bill No. 74, agrees to fund the project up to the total grant amount indicated.

PROJECT DESCRIPTION:

See project description on page 1 and Exhibit A of the Agreement

Total State Grant not to exceed **\$2,048,200.00** (or project costs, whichever is less)

The Special and General Provisions attached are made a part of and incorporated into the Agreement.

CITY OF SOUTH EL MONTE

**STATE OF CALIFORNIA
NATURAL RESOURCES AGENCY**

By _____ Rachel Barbosa Title City Manager Date _____	By _____ Polly A. Escovedo Title Deputy Assistant Secretary, Bonds & Grants Date _____
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CERTIFICATION OF FUNDING

CERTIFICATION OF FUNDING

AMOUNT OF ESTIMATE FUNDING		AGREEMENT NUMBER		FUND			
\$2,048,200.00		GF1905-0		0001– General Fund			
ADJ. INCREASING ENCUMBRANCE				FISCAL PO Number			
\$							
ADJ. DECREASING ENCUMBRANCE		FUNCTION					
\$		Local Assistance					
UNENCUMBERED BALANCE		REF NUMBER	FUND	ENACTMENT YEAR	ACCOUNT NUMBER		ALT ACCOUNT
\$		101	0001	2019	5432000		00000000
PROGRAM	PCBU	PROJECT	ACTIVITY	RPTG STRUCTURE	SVC LOC	AGENCY USE	BUDGET PERIOD
0320	0540	0540GF19050	31945	05400001	31945		2019

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance

SIGNATURE OF ACCOUNTING OFFICER

DATE

**STATE OF CALIFORNIA NATURAL RESOURCES AGENCY
GRANT AGREEMENT**

Grantee Name: City of South El Monte

Project Title: Upgrades at New Temple Park, Shively Park, Mary Van Dyke Park, and Civic Center

Agreement Number: GF1905-0

Authority: Assembly Bill No. 74 Specified Funding FY 2019/2020

Program: General Fund Specified Grant Projects

PROJECT DESCRIPTION

This project consists of various improvements at New Temple Park, Shively Park, Mary Van Dyke Park, and the Civic Center.

A detailed project scope and activities, project schedule and project budget are described and attached hereto as Exhibit A.

Grant Funds are to be used to support capital asset projects in accordance with the provisions contained in the Procedural Guide for General Fund Specified Grant Projects and this Agreement.

TERMS AND CONDITIONS OF GRANT

Special Provisions

1. As conditions precedent to the State's obligation to make any construction funding available pursuant to this Agreement, Grantee shall first provide evidence of compliance with CEQA.
2. As conditions precedent to the State's obligation to release final retention, Grantee shall first provide copies of executed Joint Use Agreements entered into with the Valle Lindo School District for Shively Park and New Temple Park as follows:
 - a. Grants permission to the City of South El Monte to develop the project on properties owned by the Valle Lindo School District.
 - b. Transfers responsibility for ongoing operations and maintenance to the City of South El Monte for a period of at least Twenty-Five (25) years.

General Provisions

A. Definitions

1. The term "Act" means Assembly Bill No. 74.
2. The term "Acquisition" means obtaining a fee interest or any other interest, including easements, leases, and development rights.
3. The term "Agreement" means this Grant Agreement.

4. The term "Application" means the individual information sheet, its required attachments for grants pursuant to the enabling legislation and/or program and any applicable materials supplied by applicant to the California Natural Resources Agency prior to award.
5. The term "Application Guidelines" means the Procedural Guide for General Fund Specified Grant Projects.
6. The term "Development" means improvement, rehabilitation, restoration, enhancement, preservation, protection and interpretation or other similar activities.
7. The term "Fair Market Value" means the value placed upon the property as supported by an appraisal that has been reviewed and approved by the California Department of General Services (DGS).
8. The term "Grant" or "Grant Funds" means the money provided by the State to the Grantee in this agreement.
9. The term "Grant Agreement" means a contractual arrangement between the State and Grantee specifying the payment of funds by the State for the performance of specific project objectives within a specific project performance period by the Grantee.
10. The term "Grantee" means an applicant who has a signed agreement for grant funds.
11. The term "Other Sources of Funds" means cash or in-kind contributions that are required or used to complete the project beyond the grant funds provided by this Agreement.
12. The term "Payment Request Form" means Form RA212.
13. The term "Project" means the acquisition or development activity described in the application as modified by Exhibit A to be accomplished with grant funds.
14. The term "Project Budget" means the State approved cost estimate included as Exhibit A to this Agreement.
15. The term "Project Scope" means the description or activity for work to be accomplished by the project.
16. The term "State" means the Secretary for California Natural Resources or his/her representatives, or other political subdivision of the State.

B. Project Execution

1. Subject to the availability of funds in the Act, the State hereby grants to the Grantee a sum of money (Grant Funds) not to exceed the amount stated on the signature page in consideration of and on condition that the sum be expended in carrying out the purposes as set forth in the description of project in this Agreement and its attachments and under the Terms and Conditions set forth in this agreement.
2. Grantee shall furnish any and all additional funds that may be necessary to complete the project.
3. Grantee shall complete the project in accordance with the Project Performance Period set forth on the signature page, unless an extension has been formally granted by the State and under the Terms and Conditions of this agreement. Extensions may be requested in advance and will be considered by State, at its sole discretion, in the event of circumstances beyond the control of the Grantee, but in no event beyond March 1, 2022.

4. Grantee shall at all times ensure that project complies with the California Environmental Quality Act (CEQA) (Public Resources Code, Division 13, commencing with section 21000, et. seq., Cal Code Regs tit. 14, section 15000 et. seq.) and all other environmental laws, including but not limited to obtaining all necessary permits. Grant funds will not be disbursed before the close of the period for legal challenge under CEQA.

Grant funds for planning and document preparation may be available sooner if included in the grant project scope (Exhibit A) and approved by the State. CEQA compliance shall be completed within one (1) year from the Grant Agreement start date, unless an extension is granted by the State.

Changes to the scope resulting from CEQA compliance are permitted provided the State determines that the project continues to meet all objectives of the General Fund Specified Grant Project and is consistent with the intent cited in the original Application.

If a grantee's project is disapproved on grounds related to the California Natural Resource Agency's CEQA determination, the grantee shall have the option of either: (1) reimbursing the Natural Resources Agency for all state-reimbursed preliminary costs (e.g., planning, design, etc.), or (2) relinquishing any planning/design documents, including all copies, reproductions, and variations resulting from said funding, without a license to use or otherwise retain in any form.

5. Projects must comply with any applicable laws pertaining to prevailing wage and labor compliance.
6. Grantee certifies that the project does and will continue to comply with all current laws and regulations which apply to the project, including, but not limited to, legal requirements for construction contracts, building codes, environmental laws, health and safety codes, and disabled access laws. Grantee certifies that, prior to commencement of construction; all applicable permits and licenses (e.g., state contractor's license) will have been obtained.
7. Grantee shall provide access by the State upon 24-hours' notice to determine if project work is in accordance with the approved project scope, including a final inspection upon project completion.
8. Prior to the commencement of any work, Grantee agrees to submit to the State for prior approval any deviation from the original project scope per Exhibit A and the application. Changes in project scope must continue to meet the need cited in the original application or they will not be approved. Any modification or alteration in the project as set forth in the application on file with the State must be submitted to the State for approval. Any modification or alteration in the project must also comply with all current laws and regulations, including but not limited to CEQA.
9. Grantee shall provide for public access and/or educational features where feasible.
10. Grantee must have (1) fee title, (2) leasehold, or (3) other interest to project lands and demonstrate to the satisfaction of the State that the proposed project will provide public benefits that are commensurate with the type and duration of the interest in land. Any acquisition of project lands by Grantee following award shall not involve eminent domain proceedings or threat of eminent domain proceedings.
11. Grantee shall promptly provide photographs of the site during and after implementation of project at the request of the State.

C. Project Costs

1. Unless otherwise agreed upon, grant funds provided to Grantee under this agreement will be disbursed for eligible costs, on a reimbursement basis. Payments are made as follows, but shall not exceed in any event the amount set forth on the signature page of this agreement:
 - a. Grantee agrees to use any Grant Funds advanced by the State under the terms of this Agreement solely for the Project herein described.
 - b. Approved direct management costs or construction and development costs. Up to ten percent (10%) of the reimbursement amount will be held back and issued as a final payment upon completion of the project.
 - c. Remaining grant funds shall be paid up to the total amount of the grant funds or the actual project cost, whichever is less, upon completion of the project, receipt of a detailed summary of project costs from the Grantee found to be satisfactory by the State, and the satisfactory completion of a site inspection by the State.
 2. Payment Documentation:
 - a. All payment requests must be submitted using a completed Payment Request Form. This form must be accompanied by an itemized list of all expenditures that clearly documents the check numbers, dates, recipients, line-item description as described in the project budget approved by the State and amounts. Each payment request must also include proof of payment such as receipts, paid invoices, canceled checks or other forms of documentation demonstrating payment has been made.
 - b. Any payment request that is submitted without the required itemization and documentation will not be authorized. If the payment request package is incomplete, inadequate or inaccurate, the State will inform the Grantee and hold the payment request until all required information is received or corrected. Any penalties imposed on the Grantee by a contractor, or other consequence, because of delays in payment will be paid by the Grantee and is not reimbursable under this agreement.
 3. Grant funds in this award have a limited period in which they must be expended. Grantee expenditures funded by the State must occur within the time frame of the Project Performance Period as indicated in this agreement.
 4. The State reserves the right to request reimbursement of any funds spent on the project, even funds deemed eligible costs, if the project is not completed in accordance with the Grant Agreement and the guidelines.
 5. Except as otherwise provided herein, the Grantee shall expend grant funds in the manner described in the Exhibit A approved by the State.
- D. Project Administration
1. Grantee shall promptly provide project reports and/or photographs upon request by the State. In any event Grantee shall provide the State a report showing total final project expenditures with the final payment request and required closing documents.
 2. Grantee shall make property and facilities acquired or developed pursuant to this agreement available for inspection upon request by the State.
 3. Grantee shall submit all documentation for project completion, including a notice of completion as applicable and final reimbursement within ninety (90) days of project completion, but in no event any later than **March 1, 2022**.

4. Final payment is contingent upon State verification that project is consistent with project scope as described in Exhibit A, together with any State approved amendments.
5. This agreement may be amended by mutual agreement in writing between Grantee and State. The Grantee shall make requests in a timely manner and in no event less than sixty (60) days before the effective date of the proposed amendment.

E. Project Termination

1. The State reserves the right to terminate a Grant Agreement for any reason at any time. There are no vested rights or entitlements to funding that a Grantee can or should rely upon, and once a notice of termination is provided to the Applicant, only authorized and eligible work prior to that notification of termination will be paid by the State.
2. Prior to the completion of project construction, either party may terminate this agreement by providing the other party with thirty (30) days' written notice of such termination. The State may also terminate this Grant Agreement for any reason at any time if it learns of or otherwise discovers that there is a violation of any state or federal law or policy by Grantee which affects performance of this or any other grant agreement or contract entered into with the State.
3. If the State terminates without cause the agreement prior to the end of the Project Performance Period, the Grantee shall take all reasonable measures to prevent further costs to the State under this agreement. The State shall be responsible for any reasonable and non-cancelable obligations incurred by the Grantee in the performance of the agreement prior to the date of the notice to terminate, but only up to the undisbursed balance of funding authorized in this agreement.
4. If the Grantee fails to complete the project in accordance with this agreement, or fails to fulfill any other obligations of this agreement prior to the termination date, the Grantee shall be liable for immediate repayment to the State of all amounts disbursed by the State under this agreement, plus accrued interest and any further costs related to the project. The State may, at its sole discretion, consider extenuating circumstances and not require repayment for work partially completed provided that the State determines it is in the State's best interest to do so. This paragraph shall not be deemed to limit any other remedies available to the State for breach of this agreement.
5. Failure by the Grantee to comply with the terms of this agreement or any other agreement under the Act may be cause for suspension of all obligations of the State hereunder.
6. Failure of the Grantee to comply with the terms of this agreement shall not be cause for suspending all obligations of the State hereunder if, in the judgment of the State, such failure was due to no fault of the Grantee. At the discretion of the State, any amount required to settle at minimum cost any irrevocable obligations properly incurred shall be eligible for reimbursement under this agreement.
7. Because the benefit to be derived by the State, from the full compliance by the Grantee with the terms of this agreement, is for the purposes as stated in the application for the people of the State of California, and because such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State by way of grant funds under the provisions of this agreement, the Grantee agrees that payment by the Grantee to the State of an amount equal to the amount of the grant funds disbursed under this agreement by the State would be inadequate compensation to the State for any breach by the Grantee of this agreement. The Grantee further agrees therefore, that the appropriate remedy in the

event of a breach by the Grantee of this agreement shall be the specific performance of this agreement, unless otherwise agreed to by the State.

F. Hold Harmless

1. Grantee shall waive all claims and recourses against the State, including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this agreement, except claims arising from the gross negligence of State, its officers, agents and employees.
2. Grantee shall indemnify, hold harmless and defend State, its officers, agents and employees in perpetuity against any and all claims, demands, damages, costs, expenses or liability costs arising out of the project, including development, construction, operation or maintenance of the property described in the project description which claims, demands or causes of action arise under Government Code Section 895.2 or otherwise, including but not limited to items to which the Grantee has certified, except for liability arising out of the gross negligence of State, its officers, agents or employees. Grantee acknowledges that it is solely responsible for compliance with items to which it has certified.
3. Grantee and State agree that in the event of judgment entered against the State and Grantee because of the gross negligence of the State and Grantee, their officers, agents or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.

G. Financial Records

1. Grantee shall maintain satisfactory financial accounts, documents and records for the project and to make them available to the State for auditing at reasonable times. Grantee shall also retain such financial accounts, documents and records for three (3) years after final payment and one (1) year following an audit.
2. Grantee agrees that during regular office hours, the State and its duly authorized representatives shall have the right to inspect and make copies of any books, records or reports of the Grantee pertaining to this agreement or matters related thereto. Grantee shall maintain and make available for inspection by the State accurate records of all of its costs, disbursements and receipts with respect to its activities under this agreement.
3. Grantee shall use applicable Generally Accepted Accounting Principles, unless otherwise agreed to by the State.

H. Use of Facilities

1. Grantee shall maintain, operate and use the project in fulfillment of the purpose funded pursuant to this grant for a minimum of **TWENTY-FIVE (25) YEARS**, consistent with the Land Tenure/Site Control requirements included in the Application Guidelines. The Grantee, or the Grantee's successor in interest in the property, may assign without novation the responsibility to maintain and operate the property in accordance with this requirement only with the written approval of the State. Grantee may be excused from its obligations for operation and maintenance of the project site only upon the written approval of the State for good cause. "Good cause" includes, but is not limited to, natural disasters that destroy the project improvements and render the project obsolete or impracticable to rebuild.
2. Grantee shall use the property for the purposes for which the grant was made and shall make no other use or sale or other disposition of the property. This agreement shall not prevent the transfer of the property from the Grantee to a Public Agency, if the successor public agency assumes the obligations imposed by this agreement.

3. If the use of the property is changed to a use that is not permitted by the agreement, or if the property is sold or otherwise disposed of, at the State's sole discretion, the Grantee shall reimburse the State the amount of the Grant.

I. Nondiscrimination

1. During the performance of this grant, grantee and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any person because of sex, sexual orientation, race, color, religious creed, marital status, denial of family and medical care leave, ancestry, national origin, medical condition (cancer/genetic characteristics), age (40 and above), disability (mental and physical) including HIV and AIDS, denial of pregnancy disability leave or reasonable accommodation. Grantee and subcontractors shall ensure that the evaluation and treatment of all persons, and particularly their employees and applicants for employment are free from such discrimination and harassment. Grantee and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, §12900 et seq.) and the applicable regulations promulgated thereunder (Cal. Code Regs, tit. 2, §7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, §12990 (a)-(f), are incorporated into this grant by reference and made a part hereof as if set forth in full (Cal. Code Regs, tit. 2, §7285.0 et seq.). Grantee shall include this non-discrimination and compliance provisions of this clause in all subcontracts to perform work under the grant.
2. The Grantee shall not discriminate against any person on the basis of residence except to the extent that reasonable difference in admission or other fees may be maintained on the basis of residence and pursuant to law.
3. The completed project and all related facilities shall be open to members of the public generally, as feasible, except as noted under the special provisions of this agreement or under provisions of the Act.

J. Application Incorporation

The Grant Guidelines and the Application and any subsequent changes or additions to the Application approved in writing by the State are hereby incorporated by reference into this agreement as though set forth in full in this agreement.

K. Severability

If any provision of this agreement or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of this agreement which can be given effect without the invalid provision or application, and to this end the provisions of this agreement are severable.

L. Waiver

No term or provision hereof will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing and signed on behalf of the party against whom the waiver is asserted. No consent by either party to, or waiver of, a breach by either party, whether expressed or implied, will constitute consent to, waiver of or excuse of any other, different or subsequent breach by either party.

M. Assignment

Except as expressly provided otherwise, this agreement is not assignable by the Grantee either in whole or in part.

N. Disputes

If the Grantee believes that there is a dispute or grievance between Grantee and the State arising out of or relating to this agreement, the Grantee shall first discuss and attempt to resolve the issue informally with the Agency Grants Administrator. If the issue cannot be resolved at this level, the Grantee shall follow the following procedures:

1. If the issue cannot be resolved informally with the Agency Grants Administrator, the Grantee shall submit, in writing, a grievance report together with any evidence to the Deputy Assistant Secretary for Bonds and Grants for the California Natural Resources Agency. The grievance report must state the issues in the dispute, the legal authority, or other basis for the Grantee's position and the remedy sought. Within ten (10) working days of receipt of the written grievance report from the Grantee, the Deputy Assistant Secretary shall make a determination on the issue(s) and shall respond in writing to the Grantee indicating the decision and reasons therefore. Should the Grantee disagree with the Deputy Assistant Secretary's decision, the Grantee may appeal to the Assistant Secretary for Administration and Finance for the Natural Resources Agency.
2. The Grantee must submit a letter of appeal to the Assistant Secretary explaining why the Deputy Assistant Secretary's decision is unacceptable. The letter must include, as an attachment, copies of the Grantee's original grievance report, evidence originally submitted, and response from the Deputy Assistant Secretary. The Grantee's letter of appeal must be submitted within ten (10) working days of the receipt of the Deputy Assistant Secretary's written decision. The Assistant Secretary or designee shall, within twenty (20) working days of receipt of Grantee's letter of appeal, review the issues raised and shall render a written decision to the Grantee. The decision of the Assistant Secretary or designee shall be final.

O. Audit Requirements

Grant projects are subject to audit by the State annually and for three (3) years following the final payment of grant funds. The audit shall include all books, papers, accounts, documents, or other records of the Grantee, as they relate to the project for which the grant funds were granted.

EXHIBIT A

STATE OF CALIFORNIA NATURAL RESOURCES AGENCY GRANT AGREEMENT

General Fund Specified Grant Projects

Grantee Name: City of South El Monte

Project Title: Upgrades at New Temple Park, Shively Park, Mary Van Dyke Park, and Civic Center

Agreement Number: GF1905-0

Project Scope:

This project consists of various improvements at New Temple Park, Shively Park, Mary Van Dyke Park, and the Civic Center.

Elements funded by General Fund grant include:

- Direct project management costs
- New Temple Park
 - Restroom remodel
 - Playground repair and flooring
 - Snack bar upgrades
- Shively Park
 - Renovate asphalt basketball and volleyball court
- Mary Van Dyke
 - New flooring and ADA swing set
 - Restroom upgrade
 - New outdoor fitness equipment
 - New BBQ grills
 - New drinking fountains
- Civic Center
 - New outdoor fitness equipment
 - New senior center gym equipment
 - Pool building renovation
 - City Hall ADA improvements

Project Schedule:

Activity Description	Timeline
Preliminary work on the project	May 2020 – August 2020
Submit CEQA documents	September 2020
Submit final site design/plans/specifications to State	October 2020
Construction period	May 2020 – March 31, 2022
Submit Project Closeout package with final Payment Request to State	April 2022

Cost Estimate: See Exhibit A1

Exhibit A-1: Cost Estimate
Upgrades at New Temple Park, Shively Park, Mary Van Dyke Park, and Civic Center
City of South El Monte
Grant No. GF1905-0

PROJECT ELEMENT	Total Amount	General Fund Grant
Non-Construction Costs		
TASK 1. PROJECT MANAGEMENT		
a) Develop Request For Proposals (RFP), contractor selection, contract oversight, inspection, and final acceptance	\$160,000	\$160,000
TOTAL NON-CONSTRUCTION COSTS	\$160,000	\$160,000
Construction Costs		
TASK 2. NEW TEMPLE PARK UPGRADES		
a) Restroom remodel	\$580,700	\$580,700
b) New Playground Repair & Flooring	\$100,000	\$100,000
c) Snack Bar - upgrades	\$100,000	\$100,000
Subtotal Task 2	\$780,700	\$780,700
TASK 3. SHIVELY PARK UPGRADES		
a) Renovate asphalt basketball and volleyball court	\$47,000	\$47,000
Subtotal Task 3	\$47,000	\$47,000
TASK 4. MARY VAN DYKE PARK UPGRADES		
a) New Playground flooring & ADA swing set	\$185,000	\$185,000
b) Restroom Upgrades	\$100,000	\$100,000
c) Outdoor Fitness Equipment	\$30,000	\$30,000
d) BBQ Grills	\$3,500	\$3,500
e) Drinking Fountain	\$18,000	\$18,000
Subtotal Task 4	\$336,500	\$336,500
TASK 5. CIVIC CENTER UPGRADES		
a) Pool Building & Facilities Renovation	\$480,000	\$480,000
b) City Hall ADA Restroom Improvements	\$184,000	\$184,000
c) Outdoor Fitness Equipment	\$30,000	\$30,000
d) Senior Center Gym Equipment	\$30,000	\$30,000
Subtotal Task 5	\$724,000	\$724,000
TOTAL CONSTRUCTION COSTS	\$1,888,200	\$1,888,200
PROJECT GRAND TOTAL	\$2,048,200	\$2,048,200

*Only direct project costs supported by appropriate backup are eligible for reimbursement.

Overhead/indirect costs are not eligible.

**All invoices and receipts for all project expenditures from all funding sources will be retained and made available in the event of any future State Audits.



City Council Agenda Report

**Agenda
Item No.
7.h.**

DATE: March 24, 2020

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

APPROVED AS TO FORM: Anthony R. Taylor, City Attorney

SUBMITTED BY: Rene Salas, Public Works Director

SUBJECT: CONSIDERATION OF RESOLUTION NO. 20-30,
APPROVING A MEMORANDUM OF AGREEMENT (MOA)
WITH SAN GABRIEL VALLEY COUNCIL OF
GOVERNMENTS (SGVCOG) FOR AN AMOUNT NOT TO
EXCEED \$14,855.00 FOR THE IMPLEMENTATION OF
THE SAN GABRIEL VALLEY REGIONAL VEHICLES
MILES TRAVELED (VMT) ANALYSIS MODEL

SUMMARY: The passage of SB 743 (Steinberg, 2013) changed how transportation impacts are measured under the California Environmental Quality Act (CEQA) in the review of land use and transportation plans and projects. The Governor's Office of Planning and Research (OPR) subsequently selected Vehicle Miles Traveled (VMT) as the preferred metric to comply with SB 743. The San Gabriel Valley Council of Governments (SGVCOG) is leading a regional effort to assist local agencies with complying with these new requirements.

RECOMMENDATION: Staff recommends that the City Council adopt Resolution No. 20-30, approving a Memorandum of Agreement (MOA) with the SGVCOG for an amount not to exceed \$14,855.00 for the implementation of the San Gabriel Valley Regional VMT Analysis Model to be paid from the City's Measure M funds.

FISCAL IMPACT: After receiving official confirmation from 26 cities to participate in the study, the SGVCOG confirmed that the total cost per city to participate in the study would not exceed \$14,855.00 for the entirety of the study. Staff is recommending that the City use Measure M funds to pay for the study.

DISCUSSION: SB 743 removed automobile delay as the primary measure of transportation impacts of environmental significance and required the OPR to develop revisions to CEQA Guidelines establishing criteria for determining the significance of transportation impacts. OPR subsequently selected VMT as the preferred metric to comply with SB 743.

As a result of these changes, lead agencies under CEQA will be required to analyze project-related VMT to determine whether transportation impacts from a given development would constitute a significant environmental impact under CEQA beginning July 1, 2020. In order to properly evaluate impacts, it will be necessary for local agencies to establish methodologies and quantified thresholds from which to determine levels of significance. The City currently has no methodology or mechanism in place to transition to these new requirements.

After receiving requests from a majority of the San Gabriel Valley cities to lead a regional effort to assist cities with completing these VMT requirements, the SGVCOG conducted a comprehensive Request-for-Proposals (RFP) process. As a result, Fehr and Peers was selected as the most qualified firm to provide professional consultant services to complete the San Gabriel Valley Regional VMT Analysis Model (Model). The Scope of Work of this project can be found in Attachment A to the MOA.

This project will analyze existing traffic conditions in the region to arrive at a baseline standard from which to determine significance thresholds for future land use and transportation projects. It will result in recommendations for establishing methodology, thresholds, and technical tools and procedures for CEQA analysis and transportation impacts of land use and transportation projects and plans in the local jurisdictions within the San Gabriel Valley.

The MOA, which can be found in Attachment B, identifies the following roles and responsibilities for the SGVCOG and each participating city (City):

- SGVCOG:
 - o Undertake procurement and management of consultant(s) to complete the Model. Execute a contract with the consultant for the development of the Model.
 - o Manage all invoicing and billing.
 - o Review draft deliverables prepared by the consultant for accuracy prior to submission to City.
 - o Coordinate with the consultant to ensure consultant's participation in calls and meetings.
 - o Manage ongoing coordination of project calls with the Parties and the consultant throughout the development of the Model.
 - o Review and provide comments on draft communications and documents related to MOA products.
- City:

- o Participate in coordination calls and meetings with all parties and consultant throughout the development of the Model, as necessary.
- o Provide a point-of-contact with name, title, and contact information.
- o Actively engage in the development of the study including, but not limited to, promptly responding to all correspondence.
- o Review and provide comments to consultant on deliverables as identified in the scope of work.
- o Participate in check-in calls and/or meetings with consultant. Participate in coordination calls with all Parties, as necessary.
- o Pay the invoice submitted by the SGVCOG.

ATTACHMENTS:

Attachment A -Resolution No. 20-30

Attachent B - MOA

Attachment A

RESOLUTION NO. 20-30

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL AUTHORIZING THE EXECUTION OF A MEMORANDUM OF AGREEMENT (MOA) BETWEEN SOUTH EL MONTE AND THE SAN GABRIEL COUNCIL OF GOVERNMENTS (SGVCOG) TO PARTICIPATE IN THE SAN GABRIEL VALLEY REGIONAL VEHICLE MILES OF TRAVEL (VMT) ANALYSIS MODEL (MODEL)

WHEREAS, the State's passage of SB 743 changes how transportation impacts are measured under California Environmental Quality Act (CEQA) in the review of Land use and transportation plans and projects; and

WHEREAS, these changes now require cities under CEQA to analyze project-related Vehicles Miles Travelled (VMT) to determine whether transportation impacts from a given development would constitute a significant environmental impact; and

WHEREAS, beginning July 1, 2020, in order to evaluate impacts, local agencies will be required to establish methodologies and quantified thresholds from which to determine levels of significance; and

WHEREAS, the San Gabriel Valley Council of Governments (SGVCOG) has taken the lead on the city member's behalf to develop a solution to complete these VMT requirements; and

WHEREAS, the SGVCOG conducted a comprehensive Request-for-Proposals (RFP) and selected Fehr and Peers as the most qualified firm to complete the San Gabriel Valley Regional VMT Analysis Model (Model); and

WHEREAS, after receiving official confirmation from 26 cities to participate in the study, the SGVCOG confirmed total cost per city to participate in the study would not exceed \$14,855; and

WHEREAS, South El Monte will utilize Measure M Funds to cover the \$14,855 cost; and

WHEREAS, the City Council wishes to now enter into the Memorandum of Agreement (MOA) with the SGVCOG for the development of the Model.

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

SECTION 1. The City Council hereby approves the MOA between the City of South El Monte and the SGVCOG to participate in the San Gabriel Valley Regional VMT Analysis Model.

SECTION 2. The City Council hereby authorizes and directs the City Manager to execute the MOA in substantially the form attached as Attachment B to the March 24, 2020 staff report accompanying this Resolution. The Council further directs the City Manager to take all actions necessary to effectuate the MOA.

SECTION 3. The City Council hereby approves the \$14,855 cost for the VMT Analysis Model using Measure M funds.

SECTION 4. The City Clerk shall certify to the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED this 24th day of March, 2020.

Gloria Olmos, Mayor

ATTEST:

Rose Juarez, 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, hereby certify that the foregoing Resolution, being Resolution No. 20-30 was duly passed and approved by the City Council at a regular meeting of said Council held on the 24th day of March, 2020 and that said Resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Rose Juarez, City Clerk

Attachment B

**MEMORANDUM OF AGREEMENT
BETWEEN THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS
AND THE CITY OF SOUTH EL MONTE FOR PARTICIPATION OF THE SAN
GABRIEL VALLEY REGIONAL VMT ANALYSIS MODEL**

This Memorandum of Agreement (“MOA” or “Agreement”) is made as of March 24, 2020 by and between the City of South El Monte, a municipal corporation (“City”), and the San Gabriel Valley Council of Governments, a California joint powers authority (“SGVCOG”). City and SGVCOG may be referred to herein collectively as the “Parties” or individually as a “Party.”

RECITALS:

- A. SGVCOG was established to have a unified voice to maximize resources and advocate for regional and member interests to improve the quality of life in the San Gabriel Valley by the member cities and other local governmental agencies.
- B. City seeks to participate in the San Gabriel Valley Regional Vehicle Miles of Travel (VMT) Analysis Model (Model).
- C. City and SGVCOG desire to set forth the terms of their ongoing collaboration with respect to this effort in this MOA.

NOW, THEREFORE, the Parties agree as follows:

I. TERM:

The term of this MOA shall commence upon execution of the MOA by the Parties and shall continue through the completion of all work completed under this MOA. The term of this MOA may be extended by mutual written agreement of the Parties.

II. RESPONSIBILITIES OF THE PARTIES:

A. SGVCOG.

SGVCOG will:

- 1. Undertake procurement and management of consultant(s) to complete the Model. Execute a contract with the consultant for the development of the Model.
- 2. Manage all invoicing and billing.
- 3. Review draft deliverables prepared by the consultant for accuracy prior to submission to City.
- 4. Coordinate with the consultant to ensure consultant’s participation in calls and meetings.
- 5. Manage ongoing coordination of project calls with the Parties and the consultant throughout the development of the Model.
- 6. Review and provide comments on draft communications and documents related to MOA products.
- 7. Submit one invoice to the City, in the amount that does not exceed \$14,855.00,

as follows:

- The payment of the invoice will be due within thirty (30) days upon the City's receipt of the invoice for one hundred percent (100%) of the total cost.

B. City.

City will:

1. Participate in coordination calls and meetings with all parties and consultant throughout the development of the Model, as necessary.
2. Provide a point-of-contact with name, title, and contact information. If the point-of-contact is reassigned or no longer with the City, a new point-of-contact must be designated within five (5) business days.
3. Actively engage in the development of the Model including, but not limited to, promptly responding to all correspondence (phone calls and e-mail communications), responding to data requests, and attending any necessary meetings.
4. Review and provide comments to consultant on deliverables as identified in the scope of work from the RFP for the Model, attached hereto as Exhibit "A" and incorporated herein by this reference.
5. Participate in check-in calls and/or meetings with consultant. Participate in coordination calls with all Parties, as necessary.
6. Approve within five (5) business days any deliverables that can be approved by staff or ten (10) business days any items that need to be approved by city attorney or city manager.
7. Pay the invoice submitted by the SGVCOG within thirty (30) days.

III. PROJECT MANAGEMENT:

A. Project Managers.

1. For the purposes of this MOA, SGVCOG designates the following individual as its Project Manager: Alexander Fung, Management Analyst.
2. For the purposes of this MOA, the City designates the following individual as its Project Manager: Rene Salas – Public Works/Planning Director

Either Party may change the designations set forth herein upon written notice to the other Party.

IV. DEFAULT: REMEDIES:

- A. Default. A "Default" under this MOA is defined as any one or more of the following: (i) failure of either Party to comply with the terms and conditions contained in this MOA; and/or (ii) failure of either Party to perform its obligations set forth herein satisfactorily or make sufficient progress towards completion of the Model.

- B. Remedies. In the event of a Default by either Party, the non-defaulting Party

will provide a written notice of such Default and thirty (30) days to cure the Default. In the event that the defaulting Party fails to cure the Default, or commit to cure the Default and commence the same within such 30-day period and to the satisfaction of the non-defaulting Party, the non-defaulting Party may terminate this MOA. Such termination shall be effective immediately. The remedies described herein are non-exclusive. In the event of a Default by either Party, the non-defaulting Party shall have the right to seek any and all remedies available at law or in equity.

V. INDEMNIFICATION:

- A. City agrees to defend, indemnify, and hold free and harmless the SGVCOG, its elected and appointed boards, officials, officers, agents, employees, members, and volunteers, at City's sole expense, from and against any and all claims, actions, suits, or other legal proceedings brought against the SGVCOG, its elected and appointed boards, officials, officers, agents, employee members, and volunteers arising out of or relating to the acts or omissions of City in connection with this Agreement.
- B. SGVCOG agrees to defend, indemnify, and hold free and harmless the City, its elected officials, officers, agents, employees, and volunteers, at SGVCOG's sole expense, from and against any and all claims, actions, suits, or other legal proceedings brought against the City, its elected officials, officers, agents, employees, and volunteers arising out of or relating to the acts or omissions of SGVCOG in connection with this Agreement.

VI. INSURANCE:

- A. City and SGVCOG shall maintain and keep in full force and effect during the term of this MOA insurance or a program of self-insurance against claims for injuries to persons or damages to property which may arise in connection with City's or SGVCOG's performance of its obligations hereunder.

VII. OTHER TERMS AND CONDITIONS:

- A. Notices. All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by electronic mail or certified mail, postage prepaid and return receipt requested, addressed as follows:

To SGVCOG: Alexander Fung
 Management Analyst
 1000 S. Fremont Avenue, Unit 42
 Building A-10N, Suite 10-210
 Alhambra, CA 91803
 (626) 457-1800
 afung@sgvcog.org

with a copy to: Marisa Creter
Executive Director
1000 S. Fremont Avenue, Unit 42
Building A-10N, Suite 10-210
Alhambra, CA 91803
(626) 457-1800
mcreter@sgvcog.org

To City: Rachel Barbosa
City Manager
1415 Santa Anita Ave.
South El Monte, CA 91733
(626) 579-6540
rbarbosa@soelmonte.org

with a copy to: Rose Juarez
City Clerk
1415 Santa Anita Ave.
South El Monte, CA 91733
(626) 579-6540
rjuarez@soelmonte.org

with a copy to: City Attorney of South El Monte
Anthony Taylor
Aleshire & Wynder, LLP
18881 Von Karman Ave., Suite 1700
Irvine CA 92612

- B. No Partnership. This Agreement is not intended to be, and shall not be construed as, an agreement to form a partnership, agency relationship, or a joint venture between the Parties. Except as otherwise specifically provided in the Agreement, neither Party shall be authorized to act as an agent of or otherwise to represent the other Party.
- C. Entire Agreement. This Agreement constitutes the entire understanding between the Parties with respect to the subject matter herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the Parties in interest at the time of such modification.
- D. Governing Law. This Agreement shall be governed by and construed under California law and any applicable federal law without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the Parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Los Angeles County, California.
- E. Attorneys' Fees. In the event that there is any litigation or other legal proceeding between the Parties in connection with this Agreement, each Party shall bear its own

costs and expenses, including attorneys' fees.

- F. Excusable Delays. Neither Party hereto shall be considered in default in the performance of its obligations hereunder to the extent that the performance of any such obligation is prevented or delayed by unforeseen causes including acts of God, floods, earthquakes, fires, acts of a public enemy, and government acts beyond the control and without fault or negligence of the affected Party. Each Party hereto shall give notice promptly to the other of the nature and extent of any such circumstances claimed to delay, hinder, or prevent performance of any obligations under this Agreement.
- G. 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. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the Party against whom enforcement of a waiver is sought.
- H. Headings. The section headings contained in this Agreement are for convenience and identification only and shall not be deemed to limit or define the contents to which they relate.
- I. Assignment. Neither Party may assign its interest in this Agreement, or any part thereof, without the prior written consent of the other Party. Any assignment without consent shall be void and unenforceable.
- J. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.
- K. Authority to Execute. The person executing this Agreement on behalf of a Party warrant that they are duly authorized to execute this Agreement on behalf of said Party, and that by doing so said Party is formally bound to the provisions of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the day and year first above written.

FOR THE CITY OF South El Monte

By: _____
Rachel Barbosa
City Manager

Date: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

Anthony R. Taylor
City Attorney

FOR THE SAN GABRIEL VALLEY
COUNCIL OF GOVERNMENTS

By: _____
Marisa Creter
Executive Director

Date: _____

ATTEST:

Marisa Creter, Secretary

APPROVED AS TO FORM:

David DeBerry
General Counsel

EXHIBIT A
SCOPE OF WORK FOR
SAN GABRIEL VALLEY REGIONAL VMT ANALYSIS MODEL

Task 1 - Project Management

Task 1.1- Kickoff Meeting. The Consultant shall conduct a kickoff meeting. The primary objectives will be to review scope, schedule, project goals and key issues.

Task 1.1 Deliverables: Meeting Notes and Materials for Kickoff Meeting.

Task 1.2 -Project Team Coordination. Monthly project team meetings, regular phone and email check-ins, and other communications will ensure the tasks listed in this SOW stay on schedule and within budget.

Task 1.2 Deliverables: Monthly Meeting Notifications, Agendas, and Notes.

Task 1.3- Invoicing and Contracts. The Consultant shall provide monthly invoices to the SGVCOG and coordinate any contracting paperwork/logistics.

Task 1.3 Deliverables: Monthly Invoices and Coordination on Contracts.

Task 2 - Methodology for Vehicle Miles Traveled

The Consultant shall review tools for estimating VMT in the study area. Based on this review, the Consultant shall develop a methodology for measuring Vehicle Miles Traveled (VMT) based on a method supported by the State of California Office of Planning and Research (OPR) in the implementation of SB 743 guidelines, including VMT screening. The findings and recommendations will be presented as a memorandum, and will consider projects' effect on both baseline and cumulative conditions, using separate methodologies if appropriate. The Consultant shall explore and depict existing practices and methodologies utilized by cities in regions similar to the San Gabriel Valley in the memorandum, explore options for dividing the San Gabriel Valley by districts or areas with different methodology tailored to each district/area (dependent on the intensity and type of existing land uses), and discuss options for capitalizing on multi-modal opportunities in a built-out community. This includes identifying applications when to institute VMT for purposes of evaluating incoming development.

Task 2 Deliverable: Memorandum Outlining Methodology for Vehicle Miles Traveled.

Task 3 - Develop VMT Thresholds and Mitigation Measures

For each participating City, the Consultant shall develop and establish VMT thresholds of significance for project-specific and cumulative impacts (Land- Use, Land-Use Plan, and Transportation projects) that promote (1) reduction of greenhouse gas emissions; (2) development of multi modal transportation networks; and (3) a diversity of land uses. Thresholds shall be for existing and proposed land uses that will be used for analyzing transportation impacts in CEQA analyses. The Consultant shall provide mitigation measures compliant with CEQA Guidelines Section 15064.3. The mitigation measures shall be developed based on Transportation Demand Management strategies available to reduce VMT as documented by State agencies and best practice research. Mitigation measures shall then be refined through application of specific

Transportation Demand Management measures to quantifiably mitigate potential VMT impacts. The Consultant shall identify ranges of effectiveness for the mitigation measures appropriate for each City, including transit, Transportation Demand Management, Active Transportation, and other trip/travel reduction strategies. The Consultant shall then coordinate with each City to determine which measures will be required as part of the project entitlement process and what measures will be optional. These items shall be presented in memorandum, with graphics and tables to present topics and concepts when appropriate.

Task 3 Deliverable: Memorandum on VMT Thresholds and Mitigation Measures for each participating City.

Task 4 - Develop VMT Evaluation Tool for Incoming Development Projects

To be able to assess VMT project-specific and cumulative impacts for incoming developments on individual projects, the Consultant shall prepare an interactive spreadsheet for each City that will assess VMT impacts based on land use type and VMT reduction strategies (e.g., multimodal infrastructure improvements, number of parking spaces constructed/utilized, and Transportation Demand Management programs to be instituted as part of the project). The interface should be simple for City employees and developers alike to easily understand impacts for projects submitted and to quantify the effectiveness of mitigation measures on reducing VMT.

Task 4 Deliverable: Interactive Spreadsheet to Assess VMT Impacts for Incoming Development Projects.

Task 5 - Sample Projects

The Consultant shall work with each participating City to identify projects to test through the significance criteria. Potential mitigation measures and realistic assessments of effectiveness in VMT reduction will be identified for various geographies and project types.

Task 5 Deliverable: Memorandum on Sample Projects.

Task 6 - Traffic Impact Analysis Guidelines

The Consultant shall update each City's Traffic Impact Analysis Guidelines to include VMT analysis for CEQA purposes, in addition to retaining Level of Service (LOS) methodology for General Plan compliance. This should include an evaluation of potential enhancements and recommended changes to the existing LOS-based guidelines.

Task 6 Deliverable: Updated Traffic Impact Analysis Guidelines.

Task 7 - Public Hearing Support

The Consultant shall attend and participate in one public meeting for each participating City. This will include attending, presenting, and responding to questions at either a City Council, Commission, Committee, or other public meeting/hearing.

Task 7 Deliverable: Public Meeting Attendance



City Council Agenda Report

**Agenda
Item No.
7.i.**

DATE: March 24, 2020

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

APPROVED AS TO FORM: Anthony R. Taylor, City Attorney

SUBMITTED BY: Rene Salas, Public Works Director

SUBJECT: ADOPT RESOLUTION NO. 20-31, ADOPTION OF
COMPLETE STREETS POLICY TO MAINTAIN ELIGIBILITY
FOR STATE AND METRO GRANTS

SUMMARY: Staff prepared City's Complete Streets Policy to maintain eligibility for grant application with Metro. Staff is requesting that the City Council adopt Resolution No. 20-31 adopting City's Complete Streets Policy (Exhibit A).

RECOMMENDATION: Staff recommends that the City Council adopt Resolution No. 20-31, adopting the City's Complete Streets Policy.

FISCAL IMPACT: The Complete Streets Policy does not commit the City to carrying out any specific projects or programs and therefore would not have any impact on the Fiscal Year 2019-2020 City Budget. Not adopting the Complete Streets Policy would make the City ineligible for Metro capital grant programs and as such could limit funding sources for future City Budgets.

DISCUSSION: In 2008, the legislature approved Assembly Bill (AB) 1358, the California Complete Streets Act of 2008. AB 1358 requires cities to include policies in their General Plans to support and implement complete streets concepts.

In 2014, the Los Angeles Metropolitan Transportation Authority (Metro) adopted its Complete Streets Policy document. The Metro Complete Streets Policy (Policy) requires that all cities in Los Angeles County adopt complete streets policies by January 1, 2017, to maintain eligibility for Metro capital grant funding opportunities.

To ensure widespread adoption and implementation of Complete Streets, Metro is providing flexibility in complying with the Complete Streets Policy requirements. Cities and the County need to demonstrate that they meet the requirement at the time they apply for future rounds of capital grant funding, instead of adhering to the January 1, 2017 deadline originally prescribed in the Policy. Metro is encouraging local jurisdictions to continue to move forward with Complete Streets policies that are under development.

Currently, future cycles of the Call for Projects have been deferred and Metro Expresslanes Net-Toll Revenue Reinvestment grant cycles are not scheduled. For future Call for Projects and ExpressLanes Net-Toll Revenue Reinvestment grant cycles, cities and the County shall submit their adopted policies and certify that those policies comply with Metro's Complete Streets Policy with their grant applications for the respective programs. This approach encourages agencies that are unable to meet the January 1, 2017 deadline to still adopt Complete Streets after that deadline, but before they apply for future capital grant funding. Further, this will allow local policies to be informed by the Complete Streets Training being offered by Metro.

Metro has developed the Policy to establish a standard of excellence for multimodal design. The Policy is a high-level policy direction that helps redefine how transportation agencies approach streets and highways so that the outcome is a transportation system that balances the needs of all users, regardless of age, ability, or mode of transportation. The term "Complete Streets" describes a comprehensive, integrated transportation network with infrastructure and design that allows safe and convenient travel along and across streets for all users, including pedestrians, users and operators of public transit, bicyclists, persons with disabilities, seniors, children, motorists, users of green modes, and movers of commercial goods.

The City Council is being asked to adopt a Complete Streets Policy to satisfy Metro's requirement. This adoption of the policy will maintain the City's eligibility for future grant opportunities. The policy does not obligate the City to specific programs or projects, but rather acknowledges the City's commitment to considering and implementing complete streets concepts and considering the needs of all users in capital improvement projects.

ATTACHMENTS:

[Attachment A - Resolution No. 20-31](#)

[Attachment B - Exhibit A Complete Streets Policy](#)

Attachment A

RESOLUTION NO. 20-31

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL
ADOPTING A COMPLETE STREETS POLICY

WHEREAS, the term “Complete Streets” describes a comprehensive, integrated transportation network with infrastructure and design that allows safe and convenient travel along and across streets for all users, including pedestrians, users, and operators of public transit, bicyclists, persons with disabilities, seniors, children, motorists, users of green modes, movers of commercial goods, and emergency first responders; and

WHEREAS, the City of South El Monte (“City”) recognizes that the planning and coordinated development of Complete Streets infrastructure provides benefits for local governments in the areas of infrastructure cost savings, public health, and environmental sustainability; and

WHEREAS, the City acknowledges the benefits and value for the public health and welfare of reducing vehicle miles traveled and increasing transportation by walking, bicycling, and public transportation; and

WHEREAS, the State of California has emphasized the importance of Complete Streets by enacting the California Complete Streets Act of 2008 (also known as AB 1358), which requires that when cities or counties make substantive revisions to the circulation elements of their general plans, they identify how they will provide for the mobility needs of all users of the roadways, as well as through Deputy Directive 64, in which the California Department of Transportation explained that it “views all transportation improvements as opportunities to improve safety, access, and mobility for all travelers in California and recognizes bicycle, pedestrian, and transit modes as integral elements of the transportation system”; and

WHEREAS, the California Global Warming Solutions Act of 2006 (known as AB 32) sets a mandate for the reduction of greenhouse gas emissions in California, and the Sustainable Communities and Climate Protection Act of 2008 (known as SB 375) requires emissions reductions through coordinated regional planning that integrates transportation, housing, and land-use policy, and achieving the goals of these laws will require significant increases in travel by public transit, bicycling, and walking; and

WHEREAS, numerous California counties, cities, and agencies have adopted Complete Streets policies and legislation in order to further the health, safety, welfare, economic vitality, and environmental wellbeing of their communities; and

WHEREAS, the Los Angeles County Metropolitan Transportation Authority (Metro), through its Metro Complete Streets Policy, requires that all jurisdictions address complete streets policies at the local level through the adoption of a complete streets policy resolution, which should include the “Elements of an Ideal Complete Streets Policy” developed by the National Complete Streets Coalition, or through a general plan that complies with the California Complete Streets Act of 2008 to be eligible for Metro Capital Grant funds; and

WHEREAS, the City therefore, in light of the foregoing benefits and considerations, wishes to improve its commitment to Complete Streets and desires that its streets form a comprehensive and integrated transportation network promoting safe and convenient travel for all users while preserving flexibility, recognizing community context, and using design guidelines and standards that support best practices;

WHEREAS, the City Council now wishes to adopt the City of South El Monte Complete Streets Policy.

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

SECTION 1: The City Council of South El Monte hereby adopts the Complete Streets Policy attached hereto as Exhibit A, and made part of this Resolution, and that said exhibit is hereby approved and adopted.

SECTION 2: That the next substantial revision of the City's General Plan circulation will incorporate Complete Streets policies and principles consistent with the California Complete Streets Act of 2008 (AB 1358) and with the Complete Streets Policy adopted by this resolution.

PASSED, APPROVED and ADOPTED this 24th day of March, 2020.

Gloria Olmos, Mayor

ATTEST:

Rose Juarez, 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. 20-31 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 24th day of March, 2020, and that said Resolution was adopted by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Rose Juarez, City Clerk

Attachment B

Exhibit A

This Complete Streets Policy was adopted by Resolution No. 20-31 by the City of South El Monte City Council on March 24, 2020.

COMPLETE STREETS POLICY OF CITY OF SOUTH EL MONTE

A. Complete Streets Principles

1. Complete Streets Serving All Users and Modes. The City of South El Monte ("City") expresses its commitment to creating and maintaining Complete Streets that provide safe, comfortable, and convenient travel along and across streets (including streets, roads, highways, bridges, and other portions of the transportation system) through a comprehensive, integrated transportation network that serves all categories of users, including pedestrians, users and operators of public transit, bicyclists, persons with disabilities, seniors, children, motorists, users of green modes, and movers of commercial goods, and emergency first responders.

2. Context Sensitivity. In planning and implementing street projects, departments and agencies of the City will maintain sensitivity to local conditions in both residential and business districts as well as urban, suburban, and rural areas, and will work with residents, merchants, and other stakeholders to ensure that a strong sense of place ensues. Improvements that will be considered include sidewalks, shared use paths, bikeways, paved shoulders, street trees and landscaping, planting strips, accessible curb ramps, crosswalks, refuge islands, pedestrian signals, signs, street furniture, bicycle parking facilities, public transportation stops and facilities, transit priority signalization, and other features assisting in the provision of safe travel for all users.

3. Complete Streets Routinely Addressed by All Departments. All relevant departments and agencies of the City will work towards making Complete Streets practices a routine part of everyday operations, approach every relevant project, program, and practice as an opportunity to improve streets and the transportation network for all categories of users, and work in coordination with other departments, agencies, and jurisdictions to maximize opportunities for Complete Streets, connectivity, and cooperation.

4. All Projects and Phases. Complete Streets infrastructure sufficient to enable reasonably safe travel along and across the right of way for each category of users will be incorporated into all planning, funding, design, approval, and implementation processes for any construction, reconstruction, retrofit, maintenance, operations, alteration, or repair of streets (including streets, roads, highways, bridges, and other portions of the transportation system), except that specific infrastructure for a given category of users may be excluded if an exception is approved via the process set forth in section C.1 of this policy.

B. Implementation

1. Design. The City will generally follow its own accepted or adopted design standards, including those promulgated by the County of Los Angeles and the State of California where appropriate, and will also evaluate using the latest design standards and innovative design options, with a goal of balancing user needs.

2. Network/Connectivity. The City will incorporate Complete Streets infrastructure into existing streets to improve the safety and convenience of all users, with the particular goal of creating a connected network of facilities accommodating each category of users, and increasing connectivity across jurisdictional boundaries and for anticipated future transportation investments.

3. Implementation Next Steps. The City will take the following specific next steps to implement this Complete Streets Policy:

A. **Plan Consultation and Consistency:** Maintenance, planning, and design of projects affecting the transportation system will be consistent with local bicycle, pedestrian, transit, multimodal, and other relevant plans.

B. **Stakeholder Consultation:** Develop and/or clearly define a process to allow for stakeholder involvement on projects and plans including, but not limited to, local bicycle and pedestrian advisory groups, transit riders and operators, accessibility advisory groups, movers of commercial goods, businesses, residents, emergency responders, and/or other stakeholders, as defined necessary to support implementation of this Complete Streets policy.

4. Performance Measures. All relevant agencies or departments will perform evaluations of how well the streets and transportation network are serving each category of users by collecting baseline data and collecting follow-up data on a regular basis.

C. Exceptions

1. Exception Approvals. A process will be developed for approving exceptions, including who is allowed to sign off on exceptions. Written findings for exceptions must be included in a memorandum, signed off by a high level staff person, such as the Public Works Director, or senior-level designee, and made publicly available. Exceptions must explain why accommodations for all users and modes were not included in the plan or project.



City Council Agenda Report

**Agenda
Item No.
7.j.**

DATE: March 24, 2020

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

APPROVED AS TO FORM: Anthony R. Taylor, City Attorney

SUBMITTED BY: Diana Lopez, Personnel Analyst

SUBJECT: ADOPT RESOLUTION NO. 20-15, APPROVAL OF THE
EMPLOYMENT AGREEMENT FOR CITY MANAGER

SUMMARY: Approve the attached resolution and employment agreement for Rachel Barbosa as City Manager.

RECOMMENDATION: Staff recommends the City Council adopt Resolution No. 20-15, authorizing the Mayor to execute an employment agreement with Ms. Barbosa.

FISCAL IMPACT: There are sufficient funds in the proposed Fiscal Year 2019-2020 budget to pay the salary and benefits addressed in the Agreement. For the services rendered pursuant to the Agreement, Employee's base annual compensation shall be One Hundred Fifty Thousand Six Hundred Dollars (\$150,600), pro-rated as of the date of appointment as City Manager on January 14, 2020.

DISCUSSION: Ms. Barbosa has been employed by the City since November 6, 2017 as Deputy City Manager. On May 14, 2019, the City Council appointed Ms. Barbosa as Interim City Manager after the separation of the prior City Manager.

During the public portion of the City Council meeting on January 14, 2020, a report was made that the City Council discussed and took action during a closed session that was agendaized for appointment of a City Manager and appointed Ms. Barbosa as the City Manager for the City subject to her contract being put on a public agenda. Ms. Barbosa's current salary and benefits have remained the same since January 14, 2020.

Key Terms and Provisions of the proposed agreement are:

1) Three-year term.

2) Annual Base Salary of \$150,600.

3) The City Council may increase Ms. Barbosa's annual base salary after conducting a performance evaluation and can provide discretionary bonuses when appropriate.

4) Car allowance in the amount of \$500

4) Up to six (6) months severance pay if terminated without cause. Government Code Section 53260 provides that all contracts of employment with a city must include a provision limiting the maximum cash settlement for the termination of the contract to the monthly salary (excluding benefits) multiplied by the number of months left on the unexpired term, but not more than 18 months if the unexpired term exceeds 18 months. Under no circumstances shall the payment to Ms. Barbosa exceed six (6) months of severance after separation, regardless of the contract term.

6) The City will reimburse Ms. Barbosa for the cost of all books and tuition incurred by her while attending an accredited educational institution for those courses directly related to her scope of employment or which are contained within an approved curriculum of study that is directly related to her scope of employment. Tuition shall be reimbursed at rates up to the tuition rates of \$22,500.

7) All other terms and conditions are included in the attached agreement

ATTACHMENTS:

Attachment A - Resolution No. 20-15

Attachment B - City Manager Agreement

ATTACHMENT A

RESOLUTION NO. 20-15

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL APPROVING
AN EMPLOYMENT AGREEMENT BETWEEN THE CITY AND RACHEL
BARBOSA AS CITY MANAGER

WHEREAS, at its January 14, 2020 regular meeting, the City Council appointed Rachel Barbosa (“Employee”) as the City Manager of the City of South El Monte subject to all of the terms and conditions for such employment being set forth by an employment agreement on a public agenda; and

WHEREAS, a City Manager Employment Agreement (the “Agreement”) has been prepared with all of said terms and conditions; and

WHEREAS, pursuant to South El Monte Municipal Code Section 2.08.020(A), “[t]he city manager shall be appointed by the council solely on the basis of executive and administrative qualifications and ability and shall hold office at and during the pleasure of the council[;]” and

WHEREAS, the City requires the services of a City Manager; and

WHEREAS, Employee was appointed as Deputy City Manager for the City on November 6, 2017; and

WHEREAS, Employee was appointed as the City’s Interim City Manager on May 14, 2019; and

WHEREAS, Employee was appointed City Manager on January 14, 2020; and

WHEREAS, Employee has the required level of education, experience, skills and expertise to serve as the City Manager of the City; and

WHEREAS, based on Employee’s executive and administrative qualifications and ability, the City Council now desires to enter into the Agreement with Employee to serve as the City Manager; and

WHEREAS, Employee desires to perform and assume responsibility for the provision of City Manager services to the City; and

WHEREAS, the parties wish to establish the terms and conditions of Employee’s provision of City Manager professional services to the City through the Agreement; and

WHEREAS, pursuant to Government Code § 36506, the City Council hereby fixes the compensation of the City Manager in the amount set forth in Section 2 of the Agreement.

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

SECTION 1. The foregoing recitals are true and correct, and are incorporated herein by reference as though set forth in full.

SECTION 2. The City Council appointed Rachel Barbosa as City Manager, effective January 14, 2020.

SECTION 3. The City Council hereby approves the City Manager Employment Agreement between the City and Rachel Barbosa that is attached hereto as Exhibit A and is incorporated herein by this reference. The City Manager's annual salary shall be \$150,600 and the benefits paid to the City Manager are as set forth in said Agreement. These amounts can be updated by future action of the City Council made in public at a subsequent council meeting.

SECTION 4. The Mayor is hereby authorized to execute the Agreement on behalf of the City.

SECTION 5. This resolution shall be effective immediately upon its adoption.

SECTION 6. The City Clerk shall certify to the passage and adoption of this resolution.

PASSED, APPROVED AND ADOPTED this 24th day of March, 2020.

Gloria Olmos, Mayor

ATTEST:

Rose Juarez, 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, hereby certify that the foregoing Resolution, being Resolution No. 20-15 was duly passed and approved by the City Council at an adjourned regular meeting of said Council held on the 24th day of March, 2020 and that said Resolution was adopted by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Rose Juarez, City Clerk

ATTACHMENT B

CITY OF SOUTH EL MONTE

CITY MANAGER EMPLOYMENT AGREEMENT

This City Manager EMPLOYMENT AGREEMENT ("Agreement") is entered into and made effective the 24th day of March 2020, by and between the CITY OF SOUTH EL MONTE, a general law city and municipal corporation ("City") and Rachel Barbosa, an individual ("Employee").

RECITALS

WHEREAS, it is the desire of the City Council of the City of South El Monte (hereinafter the "City Council") to appoint an individual to serve in the position of City Manager, which position is prescribed by state law and the City's Municipal Code; and

WHEREAS, California Government Code Section 34852 provides that an ordinance establishing a city manager form of government shall define the powers and duties of the city manager; and

WHEREAS, the duties of the city manager of the City are set forth in South El Monte Municipal Code ("SEMMC") Sections 2.08.060; and

WHEREAS, pursuant to SEMMC Section 2.08.020(A), "[t]he city manager shall be appointed by the council solely on the basis of executive and administrative qualifications and ability and shall hold office at and during the pleasure of the council[;]" and

WHEREAS, the City requires the services of a City Manager; and

WHEREAS, the duties of the City Manager are set forth in full in Exhibit "A" to this Agreement; and

WHEREAS, Employee was appointed as Deputy City Manager for the City on November 6, 2017; and

WHEREAS, Employee was appointed as the City's Interim City Manager on May 14, 2019; and

WHEREAS, based on Employee's executive and administrative qualifications and ability, the City Council desires to employ Employee to serve as the City Manager; and

WHEREAS, on January 14, 2020, the City Council appointed Employee as City Manager subject to a City Manager Employment Agreement that would be presented at a future council meeting; and

WHEREAS, Employee desires to perform and assume responsibility for the provision of City Manager services to the City; and

WHEREAS, the parties wish to establish the terms and conditions of Employee's provision of City Manager professional services to the City through this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the City and Employee hereby agree as follows:

AGREEMENT

1.0 EMPLOYMENT & DUTIES

1.1 Duties. City hereby employs Employee as City Manager for the City to perform the functions and duties of the City Manager position as set forth in Exhibit "A", and to perform such other legally permissible and proper duties and functions as the City Council shall, from time-to-time, direct or assign. The City reserves the right to amend the job description for City Manager attached hereto as Exhibit "A", which defines City Manager functions and duties, as it deems necessary and appropriate, without requiring Employee's acquiescence or an amendment of this Agreement. Employee agrees to perform all such functions and duties to the best of Employee's ability and in an efficient, competent, and ethical manner.

1.2 Work Schedule. It is recognized that Employee is expected to engage in the hours of work that are necessary to fulfill the obligations of the position, must be available at all times, and must devote a great deal of time outside the normal office hours to the business of the City. Employee acknowledges that proper performance of the duties of City Manager will require Employee to generally observe normal business hours, as set by the City and may be duly revised from time-to-time (currently 7:00 a.m. to 5:30 p.m., Monday through Thursday), and will also often require the performance of necessary services outside of normal business hours. Notwithstanding the foregoing, the City will permit Employee such reasonable "time off" as is customary for exempt employees of the City, so long as the time off does not interfere with normal business. Employee's compensation (whether salary or benefits or other allowances) is not based on hours worked, and Employee shall not be entitled to any compensation for overtime.

1.3 Other Activities. Employee shall focus her professional time, ability, and attention to City business during the term of this Agreement. Employee shall not engage, without the express prior written consent of the City Council, in any other business duties or pursuits whatsoever, or directly or indirectly render any services of a business, commercial, or professional nature to any other person or organization, whether for compensation or otherwise, that is or may be competitive with the City, that might cause a conflict-of-interest with the City, or that otherwise might interfere with the business or operation of the City or the satisfactory performance of the functions and duties of City Manager.

1.4 Employment Status. Upon appointment to the City Manager position, Employee shall serve at the will and pleasure of the City Council and understands that she shall be an "at-will" employee without recourse to bumping or other demotion rights and shall be subject to summary dismissal without any right of notice or hearing except as expressly provided in this Agreement, including any so-called due process pre-disciplinary "Skelly" hearing. The City may terminate Employee at any time in accordance with Section 3.4 below.

1.5 City Documents. All data, studies, reports and other documents prepared by Employee while performing her duties during the term of this Agreement shall be furnished to and become the property of the City, without restriction or limitation on their use. All ideas,

memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials either created by or provided to Employee in connection with the performance of this Agreement shall be held confidential by Employee to the extent permitted by applicable law, except as may be required by any governmental agency or court of competent jurisdiction. Such materials shall not be used by Employee, without the prior written consent of the City Council, for any purposes other than the performance of her duties. Additionally, no such materials may be disclosed to any person or entity not connected with the performance of services under this Agreement, except as required by (a) law, (b) any governmental agency, (c) subpoena, or (d) an order issued by a court of competent jurisdiction.

1.6 Exclusion from Classified Service. Employee understands, acknowledges and agrees that she is not included within the classified service of the City pursuant to South El Monte Municipal Code §2.64.010(H)(7).

1.7 FLSA Exempt Status. Employee acknowledges and agrees that her position is that of an exempt employee for the purposes of the Fair Labor Standards Act.

2.0 COMPENSATION

2.1 Compensation. For the services rendered pursuant to this Agreement, Employee's base annual compensation shall be a five percent (5%) increase from the Employee's current salary, as Interim City Manager, to the total annual amount of One Hundred Fifty Thousand Six Hundred Dollars (\$150,600) (the "Salary"), pro-rated as of the date of appointment as City Manager on January 14, 2020, which shall be paid on a pro-rated basis bi-weekly at the same time as other employees of the City are paid. Employee shall be entitled to retroactive payment of said increase upon approval of this Agreement. Such Salary shall be adjusted for payroll taxes, workers' compensation, and other payroll-related liability costs. At its sole discretion, the City Council shall consider salary adjustments commensurate with Employee's performance in accordance with the evaluation process pursuant to section 5.0 of this Agreement. Possible salary adjustments and discretionary bonuses during the Term of this Agreement are indicated in Exhibit B. The City Council and/or the Employee reserve the right to defer or refuse any or all part of any base salary adjustment if either party determines that the fiscal state of the City warrants such action.

3.0 TERM

3.1 Commencement & Effective Date. Employee shall commence her services hereunder immediately, and such date will also be deemed the effective date of this Agreement ("Effective Date"). The Parties agree that upon Employee's appointment to the position of City Manager, the "AMENDMENT TO EMPLOYMENT AGREEMENT BETWEEN THE CITY OF SOUTH EL MONTE AND RACHEL BARBOSA TO SUPPLEMENT THE TERMS AND CONDITIONS OF HER EMPLOYMENT DURING THE PERIOD SHE SERVES AS INTERIM CITY MANAGER" shall automatically terminate and be of no further force and effect.

3.2 Term. The term of this Agreement will be for three (3) years following the Effective Date ("Term") (i.e. until January 13, 2023) and, thereafter, the term of this Agreement

may be extended for additional one (1) year term(s) as Employee and City Council mutually deem appropriate, as evidenced by a writing signed by both parties.

3.3 Termination by Employee. Employee may terminate this Agreement at any time, provided Employee provides the City Council with at least thirty (30) days' advance written notice. In the event Employee terminates this Agreement, Employee expressly agrees that she shall not be entitled to any severance pay.

3.4 Termination by City. The City Council may terminate this Agreement at any time, with or without cause, by providing written notice to the Employee; provided, however, that the City may not terminate the Employee within ninety (90) days either before or after a general election except for cause. The City Council's right to terminate Employee pursuant to this Section 3.4 shall not be subject to or in any way limited by the City's Personnel Rules or past City practices related to the employment, discipline or termination of the City's employees. Employee expressly waives any rights provided for the City Manager under the City's Personnel Rules, Municipal Code, or under other state or federal law to any other form of pre- or post-termination hearing, appeal, or other administrative process pertaining to termination. Nothing herein, however, shall be construed to create a property interest, where one does not exist by rule of law, in the position of City Manager. Upon appointment to the City Manager position, Employee shall be an at-will employee serving at the pleasure of the City Council.

(a) Termination by City For Cause. The City may terminate this Agreement for cause at any time by providing Employee with five (5) business days' written notice of the termination for cause and the facts and grounds constituting such cause. The term "cause" shall be defined to include any misconduct materially related to performance of official duties, including but not be limited to any of the following: 1) Breach of this Agreement, 2) Willful or persistent material breach of duties, 3) Résumé fraud or other acts of material dishonesty, 4) Unauthorized absence or leave, 5) Conviction of a misdemeanor involving moral turpitude (i.e., offenses contrary to justice, honesty, or morality) or conviction of a felony under California law, 6) Violation of the City's anti-harassment policies and/or a finding that legally prohibited personal acts of harassment against a City official or employee or legally prohibited personal acts of discrimination against a City official or employee has occurred, 7) Violation of the City's Municipal Code, Ordinances, Rules, and Regulations, including but not limited to the City's Personnel Rules, 8) Use or possession of illegal drugs, 9) Engaging in conduct tending to bring embarrassment or disrepute to the City, 10) Any illegal or unethical act involving personal gain, 11) A pattern of repeated, willful and intentional failure to carry out materially significant and legally constituted direction or policy decisions of the City Council, 12) Gross misfeasance or gross malfeasance, and 13) "abuse of office or position" as defined in Government Code §53243.4 (i.e., waste, fraud, and violation of the law under color of authority and crimes against public justice, including crimes involving bribery and corruption). For any of the foregoing, the City may, in its discretion, place Employee on paid or unpaid administrative leave until resolution. If the City terminates for cause this Agreement and the services of Employee hereunder, the City shall have no obligation to pay severance.

(b) Termination by City Manager Without Cause. The City Council may terminate Employee at any time without cause but rather based upon management reasons such as implementing the City's goals or policies, including but not limited to: (i) change of administration, or (ii) incompatibility of management styles. In the event Employee is terminated

without cause, Employee expressly agrees that she shall not be entitled to any severance pay as the result of the termination of this Agreement except as provided in Section 4.1 below.

4.0 SEVERANCE

4.1 Severance Pay - Six Months. In the event Employee is terminated without cause and does not challenge such termination, including but not limited to by means of appeal or civil or administrative claim, then City shall pay to Employee severance in an amount equal to her monthly base Salary (as defined in Section 2 above, calculated on a per diem basis) then in effect multiplied by six (6), less applicable deductions and excluding deferred compensation or the value of any other benefits. However, in the event this Agreement is terminated but Employee is placed in another position with the City such that her employment by the City continues after the termination of this Agreement, then Employee shall not be entitled to any severance as provided herein.

Government Code Section 53260 provides that all contracts of employment with a city must include a provision limiting the maximum cash settlement for the termination of the contract to the monthly salary (excluding benefits) multiplied by the number of months left on the unexpired term, but not more than 18 months if the unexpired term exceeds 18 months. Under no circumstances shall the payment to the Employee exceed six (6) months of severance after separation, regardless of the contract term.

4.2 No Severance Pay if Termination for Cause or Initiated by Employee. As provided in Section 3.4(a), should Employee be terminated for cause, the City shall have no obligation to pay the severance provided for in Section 4.1 above. As provided in Section 3.3, should Employee initiate termination of this Agreement, the City shall have no obligation to pay the severance provided for in Section 4.1 above. Furthermore, in the event this Agreement expires by its own term as provided in Section 3.2 above, then the City shall have no obligation to pay the severance provided for in Section 4.1 above.

4.3 Sole Rights. The severance rights provided in this Section 4.0 shall constitute the sole and only entitlement of Employee with respect to severance pay in the event of the termination, other than for cause. Employee expressly waives any and all other rights with respect to severance pay except as provided herein. Any and all severance rights are conditioned upon and in consideration for execution of the standard "Agreement of Separation, Severance, and General Release" attached hereto in form only as Exhibit "C."

5.0 PERFORMANCE EVALUATIONS

5.1 Purpose. The performance review and evaluation process set forth herein is intended to provide review and feedback to Employee so as to facilitate a more effective management of the City. Nothing herein shall be deemed to alter or change the employment status of Employee (as set forth in Section 1.4 above), nor shall this Section 5.0 be construed as requiring "cause" to terminate this Agreement, or the services of Employee hereunder.

5.2 Semiannual Evaluation. The City Council may, in its discretion, review and evaluate the performance of Employee in June of every year. In addition, Employee shall submit for the City Council's consideration, no later than December 1 of each year of the term of this Agreement, Employee's proposed annual performance goals and objectives and incorporate the City Council's suggestions. Such review and evaluation shall be conducted in accordance with the purpose noted in Section 5.1 above.

5.3 Written Summary. The City Council may, at its sole discretion, elect to provide a written summary of each performance evaluation to Employee within two (2) weeks following the conclusion of the review and evaluation process, and may, at its discretion, schedule at least one (1) closed personnel session with Employee to deliver and discuss the evaluation.

6.0 BENEFITS

6.1 Holiday. The City shall provide Employee with the following holidays with pay:

1. New Year's Day
2. Martin Luther King Day
3. Presidents' Day
4. Cesar Chavez Day
5. Memorial Day
6. Independence Day
7. Labor Day
8. Columbus Day
9. Veterans' Day
10. Thanksgiving Day
11. Christmas Day

Upon Employee's separation from City service for any reason, the City shall compensate Employee for any accrued floating holidays. The value of accrued floating holidays shall be calculated using Employee's prevailing pay rate on the date of Employee's separation from City service.

6.2 Administrative Leave. Employee will be granted 40 hours of administrative leave per fiscal year. Employee shall not accrue more than 40 hours of administrative leave. Employee shall not use less than one (1) hour of administrative leave at any one time. Administrative leave must be used and deducted from accruals on an hour by hour basis for time missed from normal work hours which for purposes of this section are deemed to be normal City operating hours. Upon Employee's separation from City service for any reason, the City shall compensate Employee for any accrued administrative leave. The value of accrued administrative leave shall be calculated using Employee's prevailing pay rate on the date of Employee's separation from City service.

6.3 Bereavement Leave. Employee shall be entitled to bereavement leave for a period not exceeding three (3) workdays for deaths within the

Employee's immediate family. Immediate family is defined as any relative by blood or marriage who is a member of the Employee's household (under the same roof), and the Employee's spouse, registered domestic partner, parents or step-parents; spouse's parents or step-parents; brothers, step-brothers or half-brothers; sisters, step-sisters or half-sisters; Employee's grandparents; spouse's grandparents; grandchildren; aunts and uncles, in-laws, regardless of the residence of the deceased.

6.4 Time Off For Jury Duty. The City shall grant up to 22 business days off to Employee if she is required to serve on jury duty, with compensation at Employee's existing pay rate. The Employee shall remit to the City any money paid to her by the court for jury service.

6.5 Health Benefits. The City, only while it participates in the California Public Employees' Retirement System Medical and Hospital Care Plan ("PERS Plan"), shall make the following contributions towards the cost of medical insurance for Employee: the City will contribute directly to PERS an amount to be applied to the applicable PERS Plan monthly premium. The City will contribute an amount equal to the actual monthly premium for the plan and applicable number of dependents (employee only, employee & 1 dependent or employee & 2 or more dependents), not to exceed \$1,727.41 per month. Employee will pay any premium amount above the maximum City contribution of \$1,727.41 by payroll deduction. If Employee does not enroll in any medical insurance plan offered by the City, then in lieu of the City contribution to health benefits provided pursuant to this section 6.5 Employee shall instead receive a deferred compensation payment of \$600 per month. To be eligible for the \$600 deferred compensation payment, Employee must submit to the City written proof of duplicate medical insurance coverage. The City reserves the right to enhance, reduce, terminate, and amend or to otherwise change its health and other benefit programs at any time.

6.7 Vision and Dental Insurance. The City shall pay the monthly vision and dental insurance premiums for Employee and her eligible dependents.

6.8 Life Insurance, Accidental Death Insurance and Long-Term Disability Insurance: The City shall pay 100% of the cost of term life insurance equal to Employee's annual salary, accidental death and dismemberment insurance equal to Employee's annual salary, and long-term disability insurance equal to two-thirds of Employee's monthly salary. The long-term disability insurance plan shall provide a 30-day benefit exclusion and benefit payments until the age of 70 years.

6.9 California Public Employees' Retirement System ("CalPERS"). Employee is a PEPPRA "New" member, and accordingly is covered by the 2% @ 62 CalPERS retirement formula. Employee will pay the mandatory CalPERS contribution rate for New members as determined by CalPERS, which amount is currently 6.75%.

6.11 Retiree Health Benefits. Should Employee retire from the City as a CalPERS eligible retiree, the City will contribute an amount toward the CalPERS medical premium that is equal to the amount required under the City's resolution electing coverage under the Public Employees Medical and Hospital Care Act ("PEMHCA"), which is the minimum amount

required by the PEMHCA. The City shall have no obligation to make such contribution in the event it no longer participates in the CalPERS medical and hospital care program. Provided that Employee has reached the minimum age of 50 years of age and retired from the City as a CalPERS eligible retiree, she shall continue to be eligible to participate in the City's group medical, dental and vision care plans until age 65, contingent upon the health provider's acceptance. The full cost of any insurance selected by the retiree shall be borne by the retiree. As long as the retiree is enrolled in an insurance plan her eligible dependents may also enroll in the insurance plans as provided above. The retiree and/or dependent shall pay any cost of dependent insurance benefits.

6.12 Purchase of Home Office Equipment. The City will advance up to a total of \$3,000 to Employee for the purpose of acquiring a personal computer and appurtenant types of office equipment which the Employee will utilize at her home to facilitate work production outside normal business hours. More than one such advance may be made, but at no time may the combined total of all outstanding advances exceed \$3,000. Funds will be advanced only after the need for the equipment is verified and approved by the City Council and a reimbursement agreement, approved by the City Attorney, is executed.

6.13 Reimbursement For Damage To Employee Vehicles. The City agrees to reimburse Employee in an amount not to exceed \$200 per fiscal year for damages due to or caused by vandalism to Employee's vehicle while on City property during Employee's working hours. In order to be eligible for reimbursement, Employee must submit an incident report and a Sheriff's report to the Risk Manager regarding the incident causing the damage to the vehicle.

6.14 Education Reimbursement. The City will reimburse Employee for the cost of all books and tuition incurred by Employee while attending an accredited educational institution for those courses directly related to the Employee's scope of employment or which are contained within an approved curriculum of study that is directly related to the Employee's scope of employment. Tuition shall be reimbursed at rates up to the tuition rates of \$22,500. As may be required by the City's financial status, said reimbursement may be reduced at the City Council's sole discretion wherein it adopts a City budget reducing this education reimbursement amount. The City will reimburse the Employee for all classes the Employee completes with a grade of "C" or better provided Employee: i) provides a list of classes to the City Council prior to each quarter or semester; ii) provides to the City Council verification of the cost for tuition and books; and iii) provides to the City Council certification of completion upon completion of the course(s).

6.15 Vacation Leave.

(a) Employee may accrue up to a maximum of 320 hours of unused vacation leave. Upon reaching 320 hours, Employee shall earn no additional vacation accrual until her balance of accrued but unused vacation leave is reduced below 320 hours. Upon a written administrative determination by the City Council that work demands prevent Employee from using vacation time on a timely basis, the City Council may permit Employee to exceed the maximum accrual cap by a specified amount and for a specified time, not to exceed 40 hours of vacation time and not to exceed a duration of 6 months. The City Council may also require a plan designed to bring Employee back into compliance with vacation

accrual limitations. It is the responsibility of Employee to arrange for timely use or, to the extent available, cash conversion of vacation time well in advance of reaching the maximum accrual limit.

(b) Employee shall not use less than one (1) hour of vacation leave at any one time. Vacation leave must be used and deducted from accruals on an hour by hour basis for time missed from normal work hours which for purposes of this section are deemed to be normal City operating hours.

(c) If Employee has accrued in excess of 250 hours, she may be paid for the excess vacation on a dollar-for-dollar basis twice per year at the end of the fiscal year or end of the calendar year subject to the following:

1. Employee must have taken minimum hours of vacation in the fiscal year so that at the end of the fiscal year the vacation accrual does not exceed 320 hours.

2. The payout must otherwise comply with any City rules and procedures pertaining to vacation leave cash-out.

(d) Employee shall be credited with vacation leave at the following rates based upon the length of service:

1. Eight hours per month (accrued at the rate of four hours bi-weekly for 24 of the 26 pay periods annually) during the first five years of service;

2. Ten hours per month (accrued at the rate of five hours bi-weekly for 24 of the 26 pay periods annually) during the sixth through the tenth years of service;

3. Twelve hours per month (accrued at the rate of six hours bi-weekly for 24 of the 26 pay periods annually) during the 11th through 15th years of service; and

4. Thirteen hours per month (accrued at the rate of six and one-half hours bi-weekly for 24 of the 26 pay periods annually) during the 16th and following years of service.

6.16 Sick Leave.

(a) Employee may accrue an unlimited number of sick leave hours. Employee shall not use less than one (1) hour of sick leave at any one time. Sick leave must be used and deducted from accruals on an hour by hour basis for time missed from normal work hours which for purposes of this section are deemed to be normal City operating hours.

(b) If Employee accrues in excess of 330 hours, Employee may opt to be paid for up to 80 hours on a dollar for-dollar basis one-time per fiscal year during the payroll that includes March 31st.

(c) Upon separation, Employee shall be eligible to receive monetary compensation for any unused sick leave based on the table below. Years of service shall be calculated based on the Employee's anniversary date.

Years of Service	Value of Sick Leave
0-4 years	0%
5 – 10 years	10%
11 – 15 years	15%
16 years and above	20%

6.17 Deferred Compensation. City shall contribute \$300.00 per month into a qualified 457 plan.

6.18 Cellular Phone. At no cost to Employee, City shall provide Employee with the use of a City-owned cellular phone. Employee shall reimburse City for all cell phone charges incurred for personal use not related to the performance of her job.

6.19 Automobile Allowance.

(a) City shall provide to Employee a monthly automobile allowance of \$500.00. Such amount is intended to reimburse Employee for all costs associated with the use of Employee's automobile for City business, including but not limited to all applicable costs of automobile liability insurance, maintenance, operating expenses, depreciation and interest.

(b) Employee shall maintain all records required by applicable California and federal law concerning use of such automobile, including without limitation records to substantiate personal and City-related use of such automobile.

(c) Employee shall maintain automobile liability insurance policy with \$100,000/300,000/50,000 maximum coverage, combined single limit coverage against any injury, death, loss or damage as a result of wrongful or negligent acts arising out of the operation of the automobile. Unless otherwise required by the City, Employee will maintain a policy with such coverage and limits throughout the term of this Agreement. If City requires Employee to secure and maintain an insurance policy with greater coverage than said coverage set forth in the insurance policy currently insuring Employee, and as a result of such requirement Employee's premium cost for such policy containing greater coverage is higher than the premium cost of his insurance policy, City shall pay the difference. Employee shall name City, and its Council members, officials and employees as additional insured on his policy; and deliver to City copies of such insurance endorsements and certificate of insurance.

Such insurance policy shall provide that the insurance coverage shall not be canceled, reduced or otherwise modified by Employee or by Employee's insurance carrier without at least 30 days prior written notice, served on City personally by said insurance company.

6.20 Changes in Compensation and Benefits. Employee acknowledges that the City Council may in the future adopt a resolution establishing compensation and benefits for the City's executive employees, which may reduce the level of compensation (exclusive of Employee's base salary) or benefits provided. In the event the level of compensation or benefits provided to Employee changes (whether by increase or decrease), the Parties agree that such changes shall not be deemed material or a breach of this Agreement.

7.0 EXPENSE REIMBURSEMENT

The City recognizes that Employee may incur certain expenses of a non-personal and job-related nature. The City agrees to reimburse the actual cost of such expenses, which are authorized for reimbursement and incurred and submitted according to the City's normal expense approval and reimbursement procedures. To be eligible for reimbursement, all expenses must be supported by an appropriate receipt therefore and submitted within time limits established by the City, in accordance with AB 1234 and any applicable City ordinances, resolutions, rules, policies or procedures.

8.0 BONDS AND INDEMNIFICATION

8.1 Indemnification. To the extent mandated by the California Government Code, the City shall defend, hold harmless, and indemnify Employee against any tort, professional liability, claim or demand, or other legal action arising out of an alleged act or omission occurring in the performance of Employee's services under this Agreement. This section shall not apply to any intentional tort or crime committed by Employee, to any action outside the course and scope of the services provided by Employee under this Agreement, or any other intentional or malicious conduct or gross negligence of Employee.

8.2 Bonds. City shall bear the full cost of any fidelity or other bonds, which may be required in the performance of Employee's services under this Agreement.

9.0 GENERAL PROVISIONS

9.1 Entire Agreement. This Agreement represents the entire agreement between the parties and supersedes any and all other agreements, either oral or in writing, between the parties with respect to Employee's employment by the City and contains all of the covenants and agreements between the parties with respect to such employment. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by either party, or anyone acting on behalf of either party, which are not embodied herein, and that no other agreement, statement or promises not contained in this Agreement shall be valid or binding upon either party.

9.2 Amendment. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing, which amendment shall require City Council approval.

9.3 Notices. Any notice required or permitted by this Agreement shall be in writing and shall be personally served or shall be sufficiently given when served upon the other party as sent by United States Postal Service, postage prepaid and addressed as follows:

To City:

Mayor
City of South El Monte
1415 Santa Anita Ave.
South El Monte, California 91733

To Employee:

Rachel Barbosa
[On file with Human Resources Dept.]

With a copy to:
City Attorney of City of South El Monte
Aleshire & Wynder, LLP
18881 Von Karman Ave., Suite 1700
Irvine CA, 92612

Notices shall be deemed given as of the date of personal service or upon the date of deposit in the course of transmission with the United States Postal Service.

9.4 Conflicts Prohibited. During the term of this Agreement, Employee shall not engage in any business or transaction or maintain a financial interest which conflicts, or reasonably might be expected to conflict, with the proper discharge of Employee's duties under this Agreement. Employee shall comply with all requirements of law, including but not limited to, Sections 87100 *et seq.*, Section 1090 and Section 1125 of the Government Code, and all other similar statutory and administrative rules.

9.5 Effect of Waiver. The failure of either party to insist on strict compliance with any of the terms, covenants, or conditions of this Agreement by the other party shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

9.6 Partial Invalidity. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

9.7 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, which are in full force and effect as of the date of execution and delivery by each party hereto.

9.8 AB 1344. Assembly Bill 1344, which was subsequently enacted as Government Code §§ 53243 - 53243.4, sought to provide greater transparency in local government and institute certain limitations on compensation paid to local government executives. These statutes also require that contracts between local agencies and its employees include provisions requiring an employee who is convicted of a crime involving an abuse of her/his office or position

to provide reimbursement to the local agency for the following forms of payment: (i) paid leave salary; (ii) criminal defense costs; (iii) cash settlement payments; and (iv) any non-contractual settlement payments. Accordingly, the Parties agree that it is their mutual intent to fully comply with these Government Code sections and all other applicable law as it exists as of the date of execution of this Agreement and as such laws may be amended from time to time thereafter. Specifically, the following Government Code sections are called out and hereby incorporated by this Agreement:

§53243. Reimbursement of paid leave salary required upon conviction of crime involving office or position.

§53243.1. Reimbursement of legal criminal defense upon conviction of crime involving office or position.

§53243.2. Reimbursement of cash settlement upon conviction of crime involving office or position.

§53243.3. Reimbursement of noncontractual payments upon conviction or crime involving office or position.

§53243.4. "Abuse of office or position" defined.

Employee represents that Employee has reviewed, is familiar with, and agrees to comply fully with each of these provisions if any of these provisions are applicable to Employee, including that Employee agrees that any cash settlement or severance related to a termination that Employee may receive from the City shall be fully reimbursed to the local agency if Employee is convicted of a crime involving an abuse of Employee's office or position. The Government Code provisions referenced in this section are attached hereto in Exhibit "D".

9.9 Independent Legal Advice. The City and Employee represent and warrant to each other that each has received legal advice from independent and separate legal counsel with respect to the legal effect of this Agreement, or has had the opportunity to do so, and the City and Employee further represent and warrant that each has carefully reviewed this entire Agreement and that each and every term thereof is understood and that the terms of this Agreement are contractual and not a mere recital. This Agreement shall not be construed against the party or its representatives who drafted it or who drafted any portion thereof.

IN WITNESS WHEREOF, the City of South El Monte has caused this Agreement to be signed and executed on its behalf by its Mayor, and duly attested by its officers thereunto duly authorized, and Employee has signed and executed this Agreement, all in triplicate.

CITY OF SOUTH EL MONTE

Gloria Olmos, Mayor

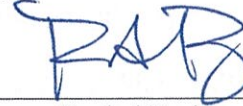
ATTEST:

Rose Juarez, City Clerk

APPROVED AS TO FORM:

Anthony Taylor, City Attorney

EMPLOYEE



Rachel Barbosa

EXHIBIT "A"

The City Manager reports directly to the City Council. The City Manager requires an ability to understand and relate to South El Monte as a highly urbanized, densely populated, bi-cultural and socio-economically challenged community. The expectation is for the City Manager to be active and engaged within the community and be aware of resident interests and concerns.

EXAMPLE OF DUTIES

Duties may include, but are not limited to, the following:

- Maintains a proactive communication and positive work relationship with both elected officials and City staff.
- Ability to provide objective guidance and counsel along with creative and pragmatic alternatives to the Council.
- High expectation level to keep elected officials informed and aware of city operations and key projects.
- Provide operational leadership by employing strong management and administrative experience coupled with excellent interpersonal skills.
- Attend City Council meetings.
- Perform other duties as requested by the City Council.

EMPLOYMENT STANDARDS

Knowledge and Abilities:

- Strong background in the oversight of capital improvement projects, economic development initiatives and in working with various regional partners is required;
- Establish and maintain effective relationships with the City Council and other public officials;
- Ability to work within a multi-cultural community environment
- Plan, organize, and direct the work of the executive team;
- Represent the City in a variety of meetings;
- Communicate clearly and concisely, both orally and in writing;
- Analyze unusual situations and resolve them through application of management principles and finance practices; and
- Deal constructively with conflict and develop effective resolutions.

EXHIBIT “B”

**CITY OF SOUTH EL MONTE
SALARY SCHEDULE FOR
CITY MANAGER
(as of January 14, 2020)**

A. POTENTIAL SALARY ADJUSTMENT(S)

1. The numbers below reflect potential salary adjustment consistent with section 2.0 of the Agreement:

Starting Annual Base Salary:	\$150,600.00
Salary Adjustment, effective July 1, 2020	\$180,000.00
Salary Adjustment, effective July 1, 2021	\$189,000.00
Salary Adjustment, effective July 1, 2022	\$198,450.00

B. DISCRETIONARY BONUSES

In the City Council’s sole discretion, Employee shall be eligible for discretionary bonuses, not to exceed 7% of her current salary, as determined by the City Council based on the performance evaluation conducted pursuant to section 5.0 of the Agreement or at a later date as set by the City Council.

EXHIBIT "C"

AGREEMENT OF SEPARATION, SEVERANCE, AND GENERAL RELEASE

1. PARTIES

This Agreement of Separation, Severance, and General Release (hereinafter referred to as the "AGREEMENT") is entered into by and between the City of South El Monte, a general law city and municipal corporation (hereinafter referred to as "THE CITY"), and Rachel Barbosa, an individual (hereinafter referred to as "EMPLOYEE").

2. RECITALS

2.1. EMPLOYEE was hired by THE CITY as an at-will City Manager effective _____, serving at the pleasure of the City Council of THE CITY pursuant to a written contract, a copy of which is attached hereto as Exhibit "A" ("THE CONTRACT").

2.2. THE CITY and EMPLOYEE desire that EMPLOYEE resign and enter into a severance agreement whereby EMPLOYEE receives severance compensation in exchange for executing a general release and waiver of any and all claims that EMPLOYEE may have against THE CITY, including but not limited to its elected and non-elected officials, employees, attorneys, and agents. Accordingly, the parties hereto intend by this AGREEMENT to mutually conclude any and all employment relationships between THE CITY and EMPLOYEE by means of EMPLOYEE's voluntary separation as of _____, _____. This AGREEMENT sets forth the full and complete terms and conditions concluding EMPLOYEE's employment relationship with the CITY and any obligations related thereto, including any provided under THE CONTRACT.

2.3 In accordance with this AGREEMENT and with applicable state and federal laws, EMPLOYEE acknowledges that EMPLOYEE has been advised of EMPLOYEE's post-employment rights, including but not limited to, EMPLOYEE's rights under the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA"), the Employee Retirement Income Security Act of 1974 ("ERISA"), and the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").

3. CONSIDERATION

3.1 EMPLOYEE shall receive payment to her at the time of her voluntary separation all earned salary, accrued fringe benefits as detailed in THE CONTRACT, and/or all other wage compensation/benefits owed to EMPLOYEE upon separation of employment, as required by law or THE CONTRACT or any other agreement with THE CITY.

3.2. In exchange for the waivers and releases set forth herein, THE CITY shall also cause to be paid to EMPLOYEE an additional compensatory payment by means of severance, settlement and release in the form of a lump sum amount of _____ and _____ cents (\$_____.00), as set forth in THE CONTRACT in the form of a check made payable to EMPLOYEE to be mailed to EMPLOYEE at EMPLOYEE's home address via certified mail return receipt requested within _____ () business days after the EFFECTIVE DATE (as defined below) of this AGREEMENT.

3.3 In exchange for the severance payment provided for herein, EMPLOYEE, and on behalf of EMPLOYEE's spouse, heirs, representatives, successors, and assigns, hereby releases, acquits, and forever discharges THE CITY, and each of its predecessors, successors, assigns, officials, employees, representatives, agents, insurers, attorneys, and all persons and entities acting by, through, under, or in concert with any of them, and each of them (hereinafter referred to as "THE CITY PARTIES"), from any and all claims, charges, complaints, contracts, understandings, liabilities, obligations, promises, benefits, agreements, controversies, costs, losses, debts, expenses, damages, actions, causes of action, suits, rights, and demands of any nature whatsoever, known or unknown, suspected or unsuspected, which EMPLOYEE now has or may acquire in the future, or which EMPLOYEE ever had, relating to or arising out of any act, omission, occurrence, condition, event, transaction, or thing which was done, omitted to be done, occurred or was in effect at anytime from the beginning of time up to and including _____, _____ (hereinafter referred to collectively as "CLAIMS"), without regard to whether such CLAIMS arise under the federal, state, or local constitutions, statutes, rules or regulations, or the common law. EMPLOYEE expressly acknowledges that the CLAIMS forever barred by this AGREEMENT specifically include, but are not limited to, claims based upon any alleged breach of THE CONTRACT or any other agreement of employment, any demand for wages, overtime or benefits, any claims of violation of the provisions of ERISA, COBRA or HIPAA, any alleged breach of any duty arising out of contract or tort, any alleged wrongful termination in violation of public policy, any alleged breach of any express or implied contract for continued employment, any alleged employment discrimination or unlawful discriminatory act, or any claim or cause of action including, but not limited to, any and all claims whether arising under any federal, state or local law prohibiting breach of employment contract, wrongful termination, or employment discrimination based upon age, race, color, sex, religion, handicap or disability, national origin or any other protected category or characteristic, and any and all rights or claims arising under the California Labor Code or Industrial Welfare Commission Wage Orders, the Federal Fair Labor Standards Act, the California Fair Employment and Housing Act, California Government Code §§12900 *et seq.*, the Americans With Disabilities Act, Title VII of the Civil Rights Act of 1964, the Public Safety Officers Procedural Bill of Right Act, and any other federal, state, or local human rights, civil rights, or employment discrimination or employee rights statute, rule, or regulation.

4. SPECIFIC ACKNOWLEDGMENT OF WAIVER OF CLAIMS UNDER ADEA AND OWBPA

The Age Discrimination in Employment Act of 1967 (hereinafter referred to as the "ADEA") makes it illegal for an employer to discharge any individual or otherwise discriminate with respect to the nature and privileges of an individual's employment on the basis that the individual is age forty (40) or older. The Older Workers Benefit Protection Act (hereinafter referred to as the "OWBPA," 29 U.S.C. § 626 *et seq.*, Pub L 101-433, 104 Stat. 978 (1990)) further augments the ADEA and prohibits the waiver of any right or claim under the ADEA, **unless the waiver is knowing and voluntary**. By entering into this AGREEMENT, EMPLOYEE acknowledges that she knowingly and voluntarily, for just compensation in addition to anything of value to which EMPLOYEE was already entitled, waives and releases any rights she may have under the ADEA and/or OWBPA. EMPLOYEE further acknowledges that she has been advised and understands, pursuant to the provisions of the ADEA and OWBPA, that:

- (a) This waiver/release is written in a manner understood by EMPLOYEE;
- (b) EMPLOYEE is aware of, and/or has been advised of, her/his rights under the ADEA and OWBPA, and of the legal significance of her/his waiver of any possible claims she currently may have under the ADEA, OWBPA and/or similar age discrimination laws;
- (c) EMPLOYEE is entitled to a reasonable time of at least twenty-one (21) days within which to review and consider this AGREEMENT and the waiver and release of any rights she may have under the ADEA, the OWBPA and similar age discrimination laws; but may, in the exercise of her own discretion, sign or reject this AGREEMENT at any time before the expiration of the twenty-one (21) days;
- (d) The waivers and releases set forth in this AGREEMENT shall not apply to any rights or claims that may arise under the ADEA and/or OWBPA **after** the EFFECTIVE DATE of this AGREEMENT;
- (e) EMPLOYEE has been advised by this writing that she should consult with an attorney prior to executing this AGREEMENT;
- (f) EMPLOYEE has discussed this waiver and release with, and been advised with respect thereto by, her counsel of choice, and that she does not need any additional time within which to review and consider this AGREEMENT;
- (g) EMPLOYEE has **seven (7) days following her execution** of this AGREEMENT to revoke the AGREEMENT;
- (h) Notice of revocation within the seven (7) day revocation period must be provided, in writing, to THE CITY pursuant to Paragraph 8.9 herein, and must state, "I hereby revoke my acceptance of our Agreement of Severance and General Release;" and
- (i) This AGREEMENT shall not be effective until all parties have signed the AGREEMENT and ten (10) days have passed since EMPLOYEE's execution ("EFFECTIVE DATE").

5. UNKNOWN CLAIMS

In relation to the release provisions of Paragraphs 3 and 4 above, EMPLOYEE understands that California Civil Code section 1542 reads as follows:

"General Release--Claims Extinguished"

"A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

EMPLOYEE hereby waives the protection of California Civil Code section 1542.

6. WAIVER OF ADDITIONAL CLAIMS

EMPLOYEE hereby waives any provisions of state or federal law that might require a more detailed specification of the claims being released pursuant to the provisions of Paragraphs 3, 4, and 5 above.

7. REPRESENTATIONS AND WARRANTIES

Each of the parties to this AGREEMENT represents and warrants to, and agrees with, each other party as follows:

7.1. Advice of Counsel: The parties hereto have received independent legal advice from their respective attorneys concerning the advisability of entering into and executing this AGREEMENT or have been given the opportunity to obtain such advice. The parties acknowledge that they have been represented by counsel of their own choice in the negotiation of this AGREEMENT, that they have read this AGREEMENT; that they have had this AGREEMENT fully explained to them by such counsel, or have had such opportunity to do so and that they are fully aware of the contents of this AGREEMENT and of its legal effect.

7.2. No Fraud in Inducement: No party (nor any officer, agent, employee, representative, or attorney of or for any party) has made any statement or representation or failed to make any statement or representation to any other party regarding any fact relied upon in entering into this AGREEMENT, and neither party relies upon any statement, representation, omission or promise of any other party in executing this AGREEMENT, or in making the settlement provided for herein, except as expressly stated in this AGREEMENT.

7.3. Independent Investigation: Each party to this AGREEMENT has made such investigation of the facts pertaining to this settlement and this AGREEMENT and all the matters pertaining thereto, as it deems necessary.

7.4. Mistake Waived: In entering into this AGREEMENT, each party assumes the risk of any misrepresentation, concealment or mistake. If any party should subsequently discover that any fact relied upon by it in entering into this AGREEMENT was untrue, or that any fact was concealed from it, or that its understanding of the facts or of the law was incorrect, such party shall not be entitled to any relief in connection therewith, including without limitation on the generality of the foregoing any alleged right or claim to set aside or rescind this AGREEMENT. This AGREEMENT is intended to be, and is, final and binding between the parties, regardless of any claims of misrepresentation, promise made without the intent to perform, concealment of fact, mistake of fact or law, or any other circumstance whatsoever.

7.5. Later Discovery: The parties are aware that they may hereafter discover claims or facts in addition to or different from those they now know or believe to be true with respect to the matters related herein. Nevertheless, it is the intention of the parties that EMPLOYEE fully, finally and forever settle and release all such matters, and all claims relative thereto, which do now exist, may exist or have previously existed against THE CITY or THE CITY PARTIES. In furtherance of such intention, the releases given here shall be, and remain, in effect as full and complete releases of all such matters, notwithstanding the discovery or existence of any additional or different claims or facts relative thereto.

7.6. Indemnification: EMPLOYEE agrees to indemnify and hold harmless THE CITY or THE CITY PARTIES from, and against, any and all claims, damages, or liabilities sustained by them as a direct result of the violation or breach of the covenants, warranties, and representations undertaken pursuant to the provisions of this AGREEMENT. EMPLOYEE understands and agrees that she shall be exclusively liable for the payment of all taxes for which she is responsible, if any, as a result of her/his receipt of the consideration referred to in Paragraph 3 of this AGREEMENT. In addition, EMPLOYEE agrees fully to indemnify and hold the CITY PARTIES harmless for payment of tax obligations as may be required by any federal, state or local taxing authority, at any time, as a result of the payment of the consideration set forth in Paragraph 3 of this AGREEMENT.

7.7. Future Cooperation & Consultation fees: EMPLOYEE shall execute all such further and additional documents as shall be reasonable, convenient, necessary or desirable to carry out the provisions of this AGREEMENT. EMPLOYEE shall provide THE CITY with consultation services (including deposition or trial testimony) in any litigation involving THE CITY which is reasonably related to acts or occurrences transpiring during her/his employment. Said services shall be provided as needed by THE CITY at a rate of \$100.00 per hour.

7.8. Return of Confidential Information and Property: Prior to the separation date, EMPLOYEE shall submit a written inventory of, and return to the City Clerk, all City keys, equipment, computer identification cards or codes, and other equipment or materials or confidential documents provided to or obtained by EMPLOYEE during the course of her/his employment with THE CITY.

7.9. No Pending Claims and/or Actions: EMPLOYEE represents that she has not filed any complaints or charges against THE CITY or THE CITY PARTIES with any local, state or federal agency or court; that she will not do so at any time hereafter for any claim arising up to and including the EFFECTIVE DATE of this AGREEMENT; and that if any such agency or court assumes jurisdiction of any such complaint or charge against THE CITY or THE CITY PARTIES on behalf of EMPLOYEE, whenever or where ever filed, she will request such agency or court to withdraw from the matter forthwith.

7.10. Ownership of Claims: EMPLOYEE represents and warrants as a material term of this AGREEMENT that EMPLOYEE has not heretofore assigned, transferred, released or granted, or purported to assign, transfer, release or grant, any of the CLAIMS disposed of by this AGREEMENT. In executing this AGREEMENT, EMPLOYEE further warrants and represents that none of the CLAIMS released by EMPLOYEE thereunder will in the future be assigned, conveyed, or transferred in any fashion to any other person and/or entity.

7.11. Enforcement Fees and Costs: Should any legal action be required to enforce the terms of this AGREEMENT, the prevailing party shall be entitled to reasonable attorneys' fees and costs in addition to any other relief to which that party may be entitled.

7.12. Authority: Each party represents to the other that it has the right to enter into this AGREEMENT, and that it is not violating the terms or conditions of any other AGREEMENT to which they are a party or by which they are bound by entering into this AGREEMENT. The parties represent that they will obtain all necessary approvals to execute this AGREEMENT. It is further represented and agreed that the individuals signing this AGREEMENT on behalf of the respective

parties have actual authority to execute this AGREEMENT and, by doing so, bind the party on whose behalf this AGREEMENT has been signed.

8. MISCELLANEOUS

8.1. No Admission: Nothing contained herein shall be construed as an admission by THE CITY of any liability of any kind. THE CITY denies any liability in connection with any claim and intends hereby solely to avoid potential claims and/or litigation and buy its peace.

8.2. Governing Law: This AGREEMENT has been executed and delivered within the State of California, and the rights and obligations of the parties shall be construed and enforced in accordance with, and governed by, the laws of the State of California.

8.3. Full Integration: This AGREEMENT is the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous oral and written agreements and discussions. This AGREEMENT may be amended only by a further agreement in writing, signed by the parties hereto.

8.4. Continuing Benefit: This AGREEMENT is binding upon and shall inure to the benefit of the parties hereto, their respective agents, spouses, employees, representatives, officials, attorneys, assigns, heirs, and successors in interest.

8.5. Joint Drafting: Each party agrees that it has cooperated in the drafting and preparation of this AGREEMENT. Hence, in any construction to be made of this AGREEMENT, the parties agree that same shall not be construed against any party.

8.6. Severability: In the event that any term, covenant, condition, provision or agreement contained in this AGREEMENT is held to be invalid or void by any court of competent jurisdiction, the invalidity of any such term, covenant, condition, provision or agreement shall in no way affect any other term, covenant, condition, provision or agreement and the remainder of this AGREEMENT shall still be in full force and effect.

8.7. Titles: The titles included in this AGREEMENT are for reference only and are not part of its terms, nor do they in any way modify the terms of this AGREEMENT.

8.8. Counterparts: This AGREEMENT may be executed in counterparts, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one AGREEMENT, which shall be binding upon and effective as to all parties.

8.9. Notice: Any and all notices given to any party under this AGREEMENT shall be given as provided in this paragraph. All notices given to either party shall be made by certified or registered United States mail, or personal delivery, at the noticing party's discretion, and addressed to the parties as set forth below. Notices shall be deemed, for all purposes, to have been given on the date of personal service or three (3) consecutive calendar days following deposit of the same in the United States mail.

As to EMPLOYEE:

At EMPLOYEE's home address on file with THE CITY.

As to THE CITY:

Mayor
City of South El Monte
1415 Santa Anita Ave.
South El Monte, California 91733

IN WITNESS WHEREOF, THE CITY has caused this AGREEMENT to be signed and executed on its behalf by its Mayor and duly attested by its City Clerk, EMPLOYEE has signed and executed this Agreement, and the attorneys for THE CITY and EMPLOYEE, if any, have approved as to form as of the dates written below.

DATED: _____ EMPLOYEE

By: _____
Rachel Barbosa

THE CITY

DATED: _____

By: _____
Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: _____
Anthony Taylor, City Attorney

[EMPLOYEE's LAW FIRM]

By: _____
[Counsel]

EXHIBIT "D"

GOVERNMENT CODE SECTION 53243-53243.4

53243. On or after January 1, 2012, any contract executed or renewed between a local agency and an officer or employee of a local agency that provides paid leave salary offered by the local agency to the officer or employee pending an investigation shall require that any salary provided for that purpose be fully reimbursed if the officer or employee is convicted of a crime involving an abuse of his or her office or position.

53243.1. On or after January 1, 2012, any contract executed or renewed between a local agency and an officer or employee of a local agency that provides funds for the legal criminal defense of an officer or employee shall require that any funds provided for that purpose be fully reimbursed to the local agency if the officer or employee is convicted of a crime involving an abuse of his or her office or position.

53243.2. On or after January 1, 2012, any contract of employment between an employee and a local agency employer shall include a provision which provides that, regardless of the term of the contract, if the contract is terminated, any cash settlement related to the termination that an employee may receive from the local agency shall be fully reimbursed to the local agency if the employee is convicted of a crime involving an abuse of his or her office or position.

53243.3. On or after January 1, 2012, if a local agency provides, in the absence of a contractual obligation, for any of the payments described in this article, then the employee or officer receiving any payments provided for those purposes shall fully reimburse the local agency that provided those payments in the event that the employee or officer is convicted of a crime involving the abuse of his or her office or position.

53243.4. For purposes of this article, "abuse of office or position" means either of the following:

(a) An abuse of public authority, including, but not limited to, waste, fraud, and violation of the law under color of authority.

(b) A crime against public justice, including, but not limited to, a crime described in Title 5 (commencing with Section 67) or Title 7 (commencing with Section 92) of Part 1 of the Penal Code.



City Council Agenda Report

**Agenda
Item No.
7.k.**

DATE: March 24, 2020

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

APPROVED AS TO FORM: Anthony R. Taylor, City Attorney

SUBMITTED BY: Anthony Taylor, City Attorney

SUBJECT: CONSIDERATION OF RESOLUTION APPROVING A REIMBURSEMENT AGREEMENT WITH BAR BROWN RUSH ST. INVESTORS, LLC. FOR THE DEVELOPMENT OF THE PROPERTY AT 11077 RUSH STREET

SUMMARY: Bar Brown Rush St. Investors, LLC. ("Developer") owns the property located at 11077 Rush Street ("Property") within the City and wishes to develop the Property into a multi-tenant structure. As part of this development, the City will incur certain costs, and the Developer has agreed to enter into a reimbursement agreement ("Reimbursement Agreement") with the City to account for these costs. Staff is requesting that the City Council adopt Resolution No. 20-32 approving the Reimbursement Agreement for development of the Property.

RECOMMENDATION: The City Attorney recommends that the City Council adopt Resolution 20-32 approving the Reimbursement Agreement with Developer, to reimburse the City for City Attorney costs associated with the development of the Property. Further, the City Attorney recommends that the City Council direct the Planning Commission to review the development of the Project as one Conditional Use Permit.

FISCAL IMPACT: The Reimbursement Agreement obligates the Developer to cover the costs incurred by the City associated with the development of the Property and therefore would not have any impact on the Fiscal Year 2019-2020 City Budget. Not adopting the Reimbursement agreement would require that the City be solely responsible for these costs.

DISCUSSION: The Developer owns the Property located at 11077 Rush Street within the City, and wishes to develop the Property into a multi-tenant structure. Development of the

Property is anticipated to include review of planning and zoning documents by the City's Planning Department and the City Attorney's Office, incurring additional costs for the City.

The Developer is aware that the Project will create additional costs for the City, above and beyond the City's normal costs. As such, the Developer has agreed to enter into the Reimbursement Agreement. The Reimbursement Agreement will ensure that the City recovers the costs associated with the City Attorney's review of the Property's development. The reimbursed costs will include fees paid to the City Attorney's Office for (i) drafting of the Reimbursement Agreement and other documents that are required for processing of the Property, and (ii) processing the Property's review by the City. The reimbursed costs will not include City staff time, City overhead costs, any costs that are paid by application or other fees the City requires Developer to pay to process any entitlement or conduct a review under CEQA, and normal day-to-day business expenses incurred by the City.

The City's approval and execution of the Reimbursement Agreement in no way obligates the City to approve the development of the Property.

In addition, Section 17.18.050(J) of the South El Monte Municipal requires a Conditional Use Permit for any use when the structure in question is greater than twenty-five thousand square feet of gross floor area or larger. This Section was passed in response to structures being built in the City constituting large, industrial uses which were being developed without review by the City. As such, this Section is designed to address one large use in one large building, not several distinct uses in a multi-tenant structure. In the case of the proposed development at the Property, it is anticipated that several different business uses will be operating within the building. In light of the fact that this proposed operation of businesses at the Property are outside the legislative intent of the code section, the City Attorney's office recommends adopting the resolution to clarify Council's interpretation of the code such that the business at the location shall only be required to obtain a single conditional use permit.

ATTACHMENTS:

[Attachment A - Resolution No. 20-32](#)

[Attachment B - Reimbursement Agreement](#)

ATTACHMENT A

RESOLUTION NO. 20-32

**A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL
APPROVING A REIMBURSEMENT AGREEMENT WITH BAR BROWN
RUSH ST. INVESTORS, LLC. FOR THE DEVELOPMENT OF 11077 RUSH
STREET AND CLARIFYING COUNCIL'S INTERPRETATION OF
SECTION 17.18.050(J) OF THE SOUTH EL MONTE MUNICIPAL CODE**

WHEREAS, Bar Brown Rush St. Investors, LLC. ("Developer") owns the property located at 11077 Rush Street ("Property") within the City, and wishes to develop the Property into a multi-tenant structure ("Project"); and

WHEREAS, due to the size and complexity of the Project and in consideration of the additional time and effort required to review the Project by City staff, the Developer has agreed to enter into a reimbursement agreement ("Reimbursement Agreement") with the City; and

WHEREAS, the Reimbursement Agreement will reimburse the City for the costs incurred in the review of the planning and zoning entitlements required for the development of the Property; and

WHEREAS, the City Council now wishes to approve the Reimbursement Agreement with the Developer; and

WHEREAS, South El Monte Municipal Code Section 17.18.050(J) requires a Conditional Use Permit for any use when it takes place in a structure that is twenty-five thousand square feet of gross floor area or larger; and

WHEREAS, this Section was passed in order to address one use in large building, as the City was reacting to an influx of large, industrial style uses that were being developed without review by the City; and

WHEREAS, the intent of Section 17.18.050(J) was not to require that smaller and distinct uses in a multi-tenant structure be reviewed as individual conditional use permits; and

WHEREAS, the City Council now wishes to approve the Reimbursement Agreement with the Developer, and to direct the Planning Commission to review the Project as one Conditional Use Permit, in compliance with the spirit of Section 17.18.050(J).

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of South El Monte as follows:

Section 1. The City Council hereby approves the Reimbursement Agreement and authorizes the City Manager to take all necessary steps to execute and process the Reimbursement Agreement.

Section 2. The City Council hereby directs the Planning Commission to review the multiple and proposed uses at the Property as one Conditional Use Permit.

PASSED, APPROVED AND ADOPTED this 24th day of March, 2020.

Gloria Olmos, Mayor

ATTEST:

Rose Juarez, 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. 20-32 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 24th day of March, 2020 and that said Resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Rose Juarez, City Clerk

ATTACHMENT B

REIMBURSEMENT AND INDEMNIFICATION AGREEMENT

This **REIMBURSEMENT AND INDEMNIFICATION AGREEMENT** ("Agreement") is executed this ____ day of _____, 2020, by and between the **CITY OF SOUTH EL MONTE**, a California municipal corporation ("**City**"), and **BAR BROWN RUSH ST. INVESTORS, LLC.**, a California limited liability company ("**Developer**"). City and Developer may be referred to, individually or collectively, as "**Party**" or "**Parties.**"

RECITALS

- A. Developer owns that certain property located at 11077 Rush Street in the City of South El Monte, County of Los Angeles, State of California (APN. 8114-010-015) ("**Property**").
- B. Developer desires to develop the Property as a multi-tenant industrial use ("**Project**").
- C. In connection with processing the Project, City will incur certain costs. City and Developer desire to enter into this Agreement in order to provide for the Developer to deposit certain funds as specified herein with City to reimburse City for its direct of processing the Project, and to establish procedures for same.
- D. City has already incurred certain costs and attorney's fees incurred in connection with the Project, as of the date of execution of this Agreement, which costs and fees are intended to be included as reimbursable costs pursuant to this Agreement.

NOW, THEREFORE, for the purposes set forth herein, and for good and valuable consideration, the adequacy of which is hereby acknowledged, the Parties hereby agree as follows:

TERMS

- 1. **Incorporation of Recitals.** The foregoing Recitals are incorporated and made a part hereof.
- 2. **Effective Date.** This Agreement shall be effective upon execution by City and the delivery of the Initial Deposit (defined in Section 3) with City ("**Effective Date**").
- 3. **Developer Responsibility for City Costs.** Developer shall reimburse City for certain of the City's costs and fees as defined in this paragraph related to processing the Project ("**City Costs**"). City Costs shall mean fees paid to the City's outside consultants and outside attorneys not employed in-house with the City for (i) drafting this Agreement and other documents that are required for processing of the Project,; and (ii) processing the Project's review by the City. City Costs shall not include City staff time, City overhead costs, any costs that are paid by application or other fees the City requires Developer to pay to process any entitlement or conduct a review under CEQA, and normal day-to-day business expenses incurred by the City. Attorneys' fees owed by Developer under this paragraph shall be at the blended partner/associate rate not to exceed \$250 per hour (the "**Blended Rate**"). City Costs will be in addition to Developer's obligations in connection with Developer's duty to indemnify, defend, and hold harmless City, pursuant to Section 9 and shall include City Costs and fees incurred prior to the Effective Date of this Agreement related to this Agreement.

Within three (3) days of the Effective Date, Developer shall deposit with City Seven Thousand Five Hundred Dollars (\$7,500) against which any City Costs will be drawn by the City from time to time to reimburse City for City Costs ("**Initial Deposit**"). At no point shall the minimum balance of the Deposit fall below Two Thousand Five Hundred Dollars (\$2,500).

3.1 Additional Deposits by Developer. Developer shall deliver additional amounts not to exceed Seven Thousand Five Hundred Dollars (\$7,500) in any ninety (90)-day period within ten (10) days of City's written request to the Developer. City's written requests for additional deposits shall state what City Costs have been incurred to date, additional City Costs anticipated, and how City intends to apply any needed additional Developer deposits. If deposited sums exceed the City Costs incurred by City, City shall refund the difference as soon as City determines the amount of such excess, but in any event no later than fifteen (15) days after final action is taken by the City on the Project's entitlements and CEQA review. The Initial Deposit plus any additional sums deposited pursuant to this Section are hereinafter referred to as the "**Deposit**."

3.2 City's Right to Cease Work. In the event that Developer does not timely pay either the Initial Deposit or additional requested deposits in accordance with Sections 3 and 3.1 hereof, City may immediately cease all work related to or concerning the Project until such time as Developer pays any such unpaid City Costs..

3.3 Interest on Deposit. The Deposit shall not earn interest and may be comingled with other City funds.

3.4 Accounting. City shall keep an accounting of the Deposit and all City Costs which have been paid out to City. Upon written request, City shall provide a summary of the account to Developer, which shall include descriptions of the City Costs, including the date, amount, and the type of activity for which the cost was incurred. Failure of City to provide any accounting shall not excuse Developer's duty to perform any act, including the duty to make full and timely deposits required under this Section 3.

4. Additional Taxes, Fee, and Charges. Notwithstanding any provision to the contrary, Developer shall pay all fees and charges that are required by law and apply to all permits necessary for the Project, and any taxes, fees, and charges hereafter imposed by City in connection with the Project, and any entitlements which are standard and uniformly-required and applied to similar projects in the City.

5. City Release; Termination. This Agreement shall terminate within thirty (30) days after the City takes final action on the Project's entitlements and CEQA review unless Developer has outstanding reimbursement obligations to the City at that time or City reasonably determines that City will incur additional reimbursable City Costs after such date, in which event this Agreement will be automatically extended until Developer has reimbursed all unpaid City Costs.

6. Remedies. In the event of a breach of this Agreement by either Party, the other Party may pursue all remedies available at law or equity against the Party in breach or claimed to be in breach.

7. Conflicts of Interest.

7.1 No Financial Relationship. Developer acknowledges the requirements of Government Code Sections 1090 *et seq.* (“1090 Laws”) and warrants that it has not entered into any financial or transactional relationships or arrangements that would violate the 1090 Laws, nor shall Developer solicit, participate in, or facilitate a violation of the 1090 Laws.

7.2 Developer’s Representations and Warranties. Developer represents and warrants that for the 12-month period preceding the Effective Date of this Agreement it has not entered into any arrangement to pay financial consideration to, and has not made any payment to, any City official, agent or employee that would create a legally cognizable conflict of interest as defined in the Political Reform Act (California Government Code sections 87100 *et seq.*).

8. Developer Acknowledgements. Subject to the reimbursement obligations set forth in this Agreement, Developer acknowledges and agrees that, with respect to the work concerning the Project:

8.1 City has sole discretion to select which of its employees and contractors are assigned to the work.

8.2 City has sole discretion to direct the work and evaluate the performance of the employees and contractors assigned to the work, and City retains the right to terminate or replace at any time any such person.

8.3 City has sole discretion to determine the amount of compensation paid to contractors assigned to the work except as otherwise provided in this Agreement.

8.4 City, not Developer, shall pay contractors assigned to the work from a City account.

8.5 City is not providing any assurances to Developer that the Project will be approved nor will Developer receive any priority treatment for processing the Project except as may otherwise be required or provided by law.

9. Indemnification and Hold Harmless.

9.1 Non-liability of City. The Parties acknowledge that there may be challenges to the legality, validity and adequacy of: the Project; entitlements concerning the Project; compliance of the Project with the California Environmental Quality Act, state law, or federal law; and/or, this Agreement, in the future. If such challenges are successful, such challenges could delay or prevent the performance of this Agreement, approval of the Project, or implementation of the Project. City shall have no liability for the inability of Developer to obtain approval of the Project, obtain entitlements concerning the Project, or implement the Project, as the result of a judicial determination that some or all of the Project, entitlements concerning the Project, or implementation of the Project are invalid or inadequate or not in compliance with law.

9.2 Indemnification. Developer agrees to indemnify, protect, defend, and hold harmless the City and its officials, officers, employees, agents, elected boards, commissions, departments, agencies, and instrumentalities thereof, from any and all actions, suits, claims, demands, writs of mandamus, liabilities, losses, damages, penalties, obligations, expenses, and any other actions

or proceedings (whether legal, equitable, declaratory, administrative, or adjudicatory in nature), and alternative dispute resolution procedures (including, but not limited to, arbitrations, mediations, and other such procedures) asserted by third parties against the City that challenge, or seek to void, set aside, or otherwise modify or annul, the action of, or any approval by, the City for or concerning this Agreement or the Project, or any aspect or portion thereof (including, but not limited to, reasonable attorneys' fees and costs) (herein the "**Claims and Liabilities**") whether such Claims and Liabilities arise under planning and zoning laws, the Subdivision Map Act, the California Environmental Quality Act, Code of Civil Procedure Sections 1085 or 1094.5, or any other federal, state, or local statute, law, ordinance, rule, regulation, or any decision of a competent jurisdiction. In the event any action for any Claims and Liabilities is brought against the City and/or related parties, upon City's notification to Developer of the pendency of a claim or suit, Developer shall make a minimum deposit sufficient to pay all of Developer's indemnification obligations for the following ninety (90) days, which includes legal costs and fees anticipated to be incurred at a rate not to exceed the Blended Rate. Developer shall make deposits required under this section within fifteen (15) days of the City's written request. At no point during the pendency of such claim or suit, shall the minimum balance of the deposit fall below Five Thousand Dollars (\$5,000).

If Developer fails to timely pay such funds, the City may abandon the action without liability to Developer and may recover from Developer any attorneys' fees and other costs for which the City may be liable as a result of abandonment of the action. It is expressly agreed that the City shall have the right to utilize the City Attorney's office or use other legal counsel of its choosing. Developer's obligation to pay the defense costs of the City shall extend until final judgment, including any appeals, or a settlement of any action filed to challenge the Project (a "**Final Resolution**"). City agrees to fully cooperate with Developer in the defense of any matter in which Developer is defending and/or holding the City harmless. The City may make all reasonable decisions with respect to its representation in any legal proceeding, except that the City shall not abandon or enter into any agreement to settle or compromise any action or proceeding that challenges the Project or otherwise could affect Developer's right to develop and/or operate the Project without Developer's prior written approval which shall not be unreasonably withheld or delayed. City shall discuss litigation strategy with Developer in good faith.

9.3 Exception. The obligations of Developer under this Section shall not apply to any claims, actions, or proceedings arising through the sole negligence or willful misconduct of the City, its City Council members, officers, or employees.

9.4 Period of Indemnification. The obligations for indemnity under Section 9.2 shall begin upon the Effective Date and shall survive termination of this Agreement until the earlier of one year following the Effective Date or a Final Resolution. If City and Developer enter into a development agreement that is approved by the City Council, the indemnity obligations in this Agreement may, pursuant to express written agreement in that development agreement, be superseded by Developer's indemnity obligations under the development agreement. Notwithstanding the foregoing, City is not assuring Developer that it will enter into a development agreement.

10. Assignment. Developer may not assign this Agreement to any other entity unless agreed to in writing by City and upon proof of the financial viability of the successor entity to fulfill the Agreement's obligations which written agreement the City shall not unreasonably hold or delay.

11. Relationship between the Parties. The Parties agree that this Agreement does not operate to create the relationship of partnership, joint venture, or agency between City and Developer. Nothing herein shall be deemed to make Developer an agent of City.

12. Qualification; Authority. Each individual executing this Agreement on behalf of either Party represents, warrants and covenants to the other Party that (a) the Party on whose behalf the individual executes this Agreement is duly formed and authorized under the laws of California or to do business in the state of its formation, as the case may be, (b) such person is duly authorized to execute and deliver this Agreement on behalf of such Party in accordance with authority granted under the organizational documents of the Party and/or the laws of California, as the case may be, and (c) such Party is bound under the terms of this Agreement.

13. Notices. All notices, demands, invoices, and communications shall be in writing and delivered to the following addresses or such other addresses as the Parties may designate by written notice:

To City:

City of South El Monte
1415 Santa Anita Ave.
South El Monte, CA 91733
Attention: City Manager

To Developer:

Robert M. Anderson
Birtcher Anderson Realty Management,
Inc.
31920 Del Obispo St. Suite 260
San Juan Capistrano, CA 92675

Copy to:

City of South El Monte
1415 Santa Anita Ave.
South El Monte, CA 91733
Attention: Planning Director

Copy to:

Allen Matkins Leck Gamble Mallory &
Natis LLP
865 South Figueroa Street, Suite 2800
Los Angeles, CA 90017-2543
Attn: Fernando Villa, Esq.
fvilla@allenmatkins.com

Copy to:

Aleshire & Wynder, LLP
18881 Von Karman Ave. Suite 1700
Irvine, CA 92612
Attn: Anthony R. Taylor, City Attorney

Depending upon the method of transmittal, notice shall be deemed received as follows: by personal delivery, as of actual receipt; by overnight delivery, as of the day following deposit with a national overnight carrier; and by U.S. Mail first class postage prepaid, as of 72 hours after deposit in the U.S. Mail.

14. Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate, or convenient to attain the purposes of this Agreement.

15. Construction; References; Captions. It being agreed the Parties or their agents have

participated in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against either Party. Unless otherwise specified, any term referencing time, days, or period for performance shall be deemed calendar days and not business days, provided, however that any deadline that falls on a weekend or holiday shall be extended to the next City business day. All references to Developer include all principals of Developer, except as otherwise specified in this Agreement. All references to City include its elected officials, appointed boards and commissions, officers, employees, agents, and volunteers. The captions of the various paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

16. Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

17. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual right by custom, estoppel, or otherwise.

18. Binding Effect. Each and all of the covenants and conditions shall be binding on and shall inure to the benefit of the Parties, and their successors, heirs, personal representatives, or assigns. This section shall not be construed as an authorization for any Party to assign any right or obligation.

19. No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

20. Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

21. Consent to Jurisdiction and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of California. Any legal action or proceeding brought to interpret or enforce this Agreement, or which in any way arises out of the Parties' activities undertaken pursuant to this Agreement, shall be filed and prosecuted in the appropriate California State Court in the County of Los Angeles, California. Each Party waives the benefit of any provision of state or federal law providing for a change of venue to any other court or jurisdiction including, without limitation, a change of venue based on the fact that a governmental entity is a party to the action or proceeding, or that a federal right or question is involved or alleged to be involved in the action or proceeding. Without limiting the generality of the foregoing waiver, Developer expressly waives any right to have venue transferred pursuant to California Code of Civil Procedure section 394.

22. Time is of the Essence. Time is of the essence with respect to this Agreement.

23. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original and which collectively shall constitute one instrument.

24. Entire Agreement. This Agreement contains the entire agreement between City and Developer and supersedes any prior oral or written statements or agreements between City and

Developer with respect to the subject matter of this Agreement.

25. Attorneys' Fees. In the event of any litigation or other legal proceeding including, but not limited to, arbitration or mediation between the parties arising from this Agreement, the prevailing party will be entitled to recover, in addition to any other relief awarded or granted, its reasonable costs and expenses (including attorney's fees) incurred in the proceeding.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

DEVELOPER:

By: _____
Its: _____

By: _____
Its: _____

CITY:

CITY OF SOUTH EL MONTE, a California
municipal corporation

By: _____
Rachel Barbosa, City Manager

ATTEST:

By: _____
Rose Juarez, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: _____
Anthony R. Taylor, City Attorney

DEVELOPER'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 DEVELOPER'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 _____, 2020 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) _____	_____
☐	PARTNER(S) ☐ LIMITED	_____
	☐ GENERAL	_____
☐	ATTORNEY-IN-FACT	SIGNER(S) OTHER THAN NAMED ABOVE
☐	TRUSTEE(S)	
☐	GUARDIAN/CONSERVATOR	
☐	OTHER _____	

SIGNER IS REPRESENTING:

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

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 _____, 2020 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) _____	_____
☐	PARTNER(S) ☐ LIMITED	_____
	☐ GENERAL	_____
☐	ATTORNEY-IN-FACT	_____
☐	TRUSTEE(S)	_____
☐	GUARDIAN/CONSERVATOR	_____
☐	OTHER _____	_____

SIGNER IS REPRESENTING:

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



City Council Agenda Report

**Agenda
Item No.
8.a.**

DATE: March 24, 2020

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

APPROVED AS TO FORM: Anthony R. Taylor, City Attorney

SUBMITTED BY: Rene Salas, Public Works Director

SUBJECT: FIRST READING OF ORDINANCE NO. 1243, AMENDING SOUTH EL MONTE MUNICIPAL CODE (SEMMC) CHAPTER 17.22 "OVERLAY ZONE DISTRICTS" TO ESTABLISH THE SANTA ANITA CORRIDOR OVERLAY ZONE TO SET A MINIMUM OF 50 PERCENT OF THE TOTAL FLOOR AREA PROPOSED FOR ALL NEW MIXED-USE PROJECTS WILL BE DEVOTED TO RESIDENTIAL USES

SUMMARY: Consideration of Ordinance No. 1243 whereby the Planning Commission recommends the City Council consider a Zone Text Amendment (No. 19-27), to Chapter 17.22 "Overlay Zone Districts", to set minimum residential development standards.

RECOMMENDATION: Staff recommends that the City Council conduct the first reading of Ordinance No. 1243, Zone Text Amendment (No. 19-27) to make certain adjustments to the SEMMC Chapter 17.22 "Overlay Zone Districts" to set minimum residential development standards.

FISCAL IMPACT: There is no fiscal impact that will be incurred by the City with a request to adopt the Zoning Text Amendment. If approved, the Code Amendment will make refinements to the City's Municipal Code to address Overlay Zone Districts.

DISCUSSION: At their regular meeting of January 9, 2018 the City Council approved a General Plan Amendment (GPA 10-001), adopting the final draft of the Housing Element and gave staff direction to submit to the Department of Housing and Community Development ("HCD") for their review and consideration. On January 26, 2018 HCD received a copy of the Housing Element. Shortly thereafter and on April 26 2018, HCD

issued a correction letter to the City, requiring additional information that would bring the City of South El Monte's housing element into compliance with all applicable housing law. Since then staff has been working with a consultant Moore, Iacofano, and Goltsman ("MIG") to complete the corrections. On November 19, 2019 the first Zone Text Amendment ("ZTA") was passed by Planning Commission to set a minimum residential density in the Commercial-Residential zone, which was adopted by City Council on January 14, 2020.

Following the April 26, 2018 letter from HCD where additional corrections were issued and a meeting with the Governor of the State of California, the Community Development Department made the decision to retain the services of MIG to assist the City in making necessary changes to the Final Housing Element in order to comply with HCD's comments that were not addressed by the previous consultant.

Through discussions with HCD and MIG, recommendations were put forth in order to ensure that the City will be able to comply with the most important corrections issued by HCD. Specifically, HCD requires all cities to provide a site inventory which shows that a city is capable of providing residential capacity as set forth by the Regional Housing Needs Assessment ("RHNA") process.

In order to show it can meet capacity and receive approval from the State of California, the City of South El Monte proposed the following Zone Text Amendments which HCD has deemed acceptable:

- A Zone Text Amendment to establish a minimum residential density of 20 units per acre for all properties zoned C-R. Currently, the C-R zone has a maximum density of 35 units per acre if located adjacent to single-family residential, 87 units per acre if located adjacent to multi-family residential, and 100 units per acre when not adjacent to any residential zone;
- A Zone Text Amendment which creates the Santa Anita Corridor Overlay, for C-R Zoned properties that are located within Santa Anita Avenue, Fawcett Avenue, Michael Hunt Drive, and Lidcombe Avenue and which will subject those properties to the following standards:
 - o A minimum of 50 percent of the total floor area proposed for all new mixed-use projects will be devoted to residential uses;
 - o Allowed development types will be limited to mixed use developments and residential stand-alone uses; and
 - o Owner-occupied and rental multifamily residential uses will be allowed by right for developments in which at least 20 percent of the units are affordable to lower-income households during the planning period. Currently owner-occupied and rental multifamily residential uses with densities of at least 30 units per acre are allowed by right.

ANALYSIS: Proposed Amendments to Commercial-Residential Zone

Staff is recommending changes to Chapter 17.22 "Overlay Zone Districts" to establish a "Santa Anita Corridor" Overlay Zone to set minimum residential development standards for

at least half (50 percent) of all new square footage proposed within C-R Zoned properties shown in Attachment D to be devoted to residential uses (units). Requiring a minimum of 50 percent of the total floor area proposed for a development to be devoted to residential will require that any development taking place within the Overlay Zone be limited to either mixed use or residential stand-alone uses. This Overlay Zone will only affect Commercial-Residential zoned properties within the overlay. Most of the properties within the proposed Overlay Zone are not currently zoned C-R, but the evolution of the corridor seems to be the gradual change to zoning that would allow for residential and mixed-use development. Further, staff is of the opinion that the proposed change will not be detrimental to persons or properties in the immediate vicinity nor to the City in general. Finally, the proposed change is necessary in order to receive a final approval of the Housing Element from HCD. Therefore, staff from the Community Development Department recommends that the City Council conduct the first reading of Ordinance No. 1243, Zone Text Amendment (No. 19-27) to make certain adjustments to the SEMMC Chapter 17.22 "Overlay Zone Districts" to set minimum residential development standards. Agenda Item Prepared By: Ian McAleese, Assistant Planner

ATTACHMENTS:

Attachment A - Ordinance No. 1243

Attachment B - Proposed Overlay

ATTACHMENT A

PROPOSED ORDINANCE NO. 1243

AN ORDINANCE OF THE CITY OF SOUTH EL MONTE AMENDING SOUTH EL MONTE MUNICIPAL CODE CHAPTER 17.22 "OVERLAY ZONE DISTRICTS" TO ESTABLISH THE SANTA ANITA CORRIDOR OVERLAY ZONE TO SET A MINIMUM OF 50 PERCENT OF THE TOTAL FLOOR AREA PROPOSED FOR ALL NEW MIXED-USE PROJECTS WILL BE DEVOTED TO RESIDENTIAL USES

WHEREAS, on January 9, 2018, the City Council approved a General Plan Amendment (GPA 10-001), adopting the final draft of the Housing Element and gave staff direction to submit the draft to the California Department of Housing and Community Development ("HCD") for their review and consideration; and

WHEREAS, the draft Housing Element was received by HCD on January 26, 2018; and

WHEREAS, on April 26, 2018, additional corrections to the Housing Element were issued to the City by HCD; and

WHEREAS, the Community Development Department retained the services of Moore, Iacofano, and Goltsman, Inc ("MIG") as a consultant to assist the City in making necessary changes to the Final Housing Element in order to comply with HCD's comments; and

WHEREAS, it is the City's understanding that HCD will approve the proposed Housing Element provided the City establish minimum residential density in the C-R Zone as well as require an Overlay Zone to create minimum residential development for all projects in said overlay;

WHEREAS, on November 19, 2019, the first Zone Text Amendment No. 19-19 was passed by the Planning Commission to establish a minimum residential density of 20 units per acre for all properties in the C-R Zone;

WHEREAS, this Zone Text Amendment No. 19-27 will implement the second part of a two-part code amendment in order to comply with the proposed Housing Element by establishing the Santa Anita Corridor Overlay and requiring a minimum of 50% percent of the total floor area proposed for all new mixed-use projects be devoted to residential uses. and

WHEREAS, the City Council desires to have the proposed Housing Element approved by HCD and, as such, desires to amend the South El Monte Municipal Code ("SEMMC") as provided herein.

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

SECTION 1: Proposed Zone Text Amendment No. 19-27 amends Chapter 17.22 "Overlay Zone Districts" of the South El Monte Municipal Code ("SEMMC") to create the Santa Anita Corridor Overlay Zone to set a requirement that a minimum of 50 percent of the total floor

area proposed for all new mixed-use projects will be devoted to residential uses in order to comply with the requirements as set forth by the HCD.

SECTION 2: On March 11, 2020, the Planning Commission held a duly noticed public hearing to consider the proposed Zone Text Amendment No. 19-27. Following the public hearing, the Planning Commission adopted Resolution No. 19-27, recommending that the City Council adopt the Zone Text Amendment No. 19-27 proposed herein.

SECTION 3: After holding a duly noticed public hearing on March 24, 2020, the City Council introduced Ordinance No. 1243.

SECTION 4: CEQA. The City, as the Lead Agency, determined that the proposed Zone Text Amendment No. 19-27 is exempt from further review under the California Environmental Quality Act (California Public Resources Code §§ 21000, et seq., “CEQA”) and the regulations promulgated thereunder (14 California Code of Regulations §§ 15000, et seq., the “CEQA Guidelines”), because it consists of only minor text revisions and clarifications to existing zoning regulations and procedures related thereto, and will not have the effect of substantially changing regulatory standards or findings required therefor in accordance with CEQA, the proposed Zone Text Amendment No. 19-27 is exempt from CEQA pursuant to Section 15061(b)(3) because the activity is governed by the general rule that CEQA applies only to projects that have the potential for causing a significant effect on the environment. In this case, the subject Code Amendment is intended to address development standards in the C-R zone, does not include any project, and therefor will have no significant effect on the environment.

SECTION 5: Based upon the foregoing, the City Council hereby amends SEMMC Section 17.22.020 “Overlay zone districts established” to read in its entirety as follows:

“17.22.020 - Overlay zone districts established.

The city council may, following a public hearing, adopt an ordinance declaring certain defined areas within the city as overlay zone districts:

- A. The civic center district encompassing the area indicated on Figure 17.22.020A of these regulations is established as an overlay zone district.
- B. The freeway corridor district encompassing the area indicated on Figure 17.22.020B of these regulations is established as an overlay zone district.
- C. The major thoroughfare district consisting of the thoroughfares indicated on Figure 17.22.020C of these regulations is established as an overlay zone district.
- D. The Santa Anita Corridor district consisting of the area indicated on Figure 17.22.020D of these regulations is established as an overlay zone district.”

SECTION 6: Based upon the foregoing, the City Council hereby creates SEMMC Section 17.22.025 “Santa Anita Corridor Overlay District” to read in its entirety as follows:

“17.22.025 – Santa Anita Corridor Overlay District.

A. Applicability. This section applies to lots located in the Santa Anita Corridor Overlay District as indicated on Figure 17.22.020D. All development shall comply with the applicable development standards (e.g., setbacks, height) of the underlying zoning district in addition to the standards provided in this section. In situations where an inconsistency occurs between the development standards of the underlying zoning district and the standards in this section the most restrictive standard shall prevail.

B. Uses Allowed. Land uses allowed in the Santa Anita Corridor Overlay District are all those uses allowed in the underlying zoning district.

C. Required Residential Density. For Commercial-Residential zoned properties that are located within this Overlay District, the following standards shall apply;

1. A minimum of 50 percent of the total floor area proposed for all new mixed-use projects will be devoted to residential uses;
2. Allowed development types will be limited to mixed use developments and residential stand-alone uses; and
3. Owner-occupied and rental multifamily residential uses will be allowed by right for developments in which at least 20 percent of the units are affordable to lower-income households during the planning period. Currently owner-occupied and rental multifamily residential uses with densities of at least 30 units per acre are allowed by right."

SECTION 7: The City Clerk shall attest and certify to the passage and adoption of this Ordinance.

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2020.

Gloria Olmos, Mayor

ATTEST:

Rose Juarez, City Clerk

APPROVED AS TO FORM:

Anthony R. Taylor, City Attorney

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

I, Rose Juarez, City Clerk for the City of South El Monte, do hereby certify that the foregoing Ordinance, being Ordinance No. 1243, was duly passed and adopted by the City Council of the City of South El Monte at a regular meeting of said Council held on the _____ day of _____ 2020, and that said Ordinance was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Rose Juarez, City Clerk

ATTACHMENT B



City of South El Monte

 Santa Anita Corridor Overlay Zone

Zoning

-  R-1 (Single Family Residential)
-  R-3 (Multi Family Residential)
-  C (Commercial)
-  C-R (Commercial-Residential)
-  C-M (Commercial-Manufacturing)
-  M (Manufacturing)
-  P-F (Public Facilities)
-  City Boundary



Successor Agency Agenda Report

**Agenda
Item No.
19.a.**

DATE: March 24, 2020

TO: Honorable Chairperson and Members of the Board

APPROVED BY: Rachel Barbosa, Executive Director

SUBMITTED BY: Rose Juarez, City Clerk

SUBJECT: MINUTES

SUMMARY: Staff seeks Board approval of the Minutes of the February 25, 2020 Regular meeting.

RECOMMENDATION: Staff recommends that the Agency Board approve the above referenced minutes.

FISCAL IMPACT: None.

ATTACHMENTS:

[Minutes](#)

**CITY OF SOUTH EL MONTE
SUCCESSOR AGENCY MEETING MINUTES
FEBRUARY 25, 2020 6:00 P.M.
COUNCIL CHAMBERS, 1415 N. SANTA ANITA
SOUTH EL MONTE, CA 91733**

CALL TO ORDER AND ROLL CALL

Chairperson Olmos called the meeting to order at 8:45 p.m.

PRESENT:Commissioners Acosta, Angel, Delgado, Olmos, and Retamoza.

Also present: (General Counsel) Anthony R. Taylor, (Executive Director) Rachel Barbosa, and (Deputy City Clerk) Paola Lara.

APPROVAL OF AGENDA

A motion was made by Angel, seconded by Delgado and carried (5 - 0) to approve the agenda.

AYES:Commissioners: Acosta, Angel, Delgado, Olmos, and Retamoza.

NAYS:None.

PUBLIC COMMENTS

Chairperson Olmos opened and closed public comments after determining there was no one wishing to speak.

CONSENT CALENDAR

a. MINUTES

Staff seeks Board approval of the Minutes of the January 28, 2020 Regular meeting.

A motion was made by Delgado, seconded by Angel and carried (5 - 0) to approve the Consent Calendar.

AYES:Commissioners: Acosta, Angel, Delgado, Olmos, and Retamoza.

NAYS:None.

EXECUTIVE DIRECTOR'S AGENDA None.

ADJOURNMENT

There being no further business coming before this body, Chairperson Olmos adjourned the meeting at 8:46 p.m.

Rose Juarez, Secretary

Gloria Olmos, Chairperson