

Gloria Olmos, Mayor
Manuel Acosta, Mayor Pro Tem
Richard Angel, Councilmember
Hector Delgado, Councilmember
Gracie Retamoza, Councilmember



Rachel Barbosa, City Manager
Donna G. Schwartz, City Clerk
Anthony R. Taylor, City Attorney

CITY OF SOUTH EL MONTE

REGULAR MEETING OF THE SOUTH EL MONTE CITY COUNCIL

AGENDA

April 12, 2022, 6:00 PM
1415 Santa Anita Avenue, South El Monte, CA 91733

*****SPECIAL NOTICE REGARDING COVID-19*****

On September 16, 2021, Governor Newsom signed AB 361, which modified the Brown Act to allow for teleconferencing participation at local legislative body public meetings during a proclaimed state of emergency. Pursuant to Government Code Section 54953(e) as amended by AB 361, City Council is authorized to hold public meetings via teleconferencing and to make public meetings accessible telephonically or otherwise electronically available to all members of the public seeking to observe and to address the local legislative body. Public participation will be allowed via the information below.

PUBLIC COMMENT

To participate during public comment via teleconference, see below:

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

Webinar ID: 865 8171 1880

Or Call In: 1 669 900 6833, when prompted, enter 86581711880#

LIVE STREAMING OF MEETINGS

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

AMERICANS WITH DISABILITIES ACT

In accordance with the Americans with Disabilities Act of 1990, if you require a disability-related modification or accommodation to attend or participate in this meeting, including auxiliary aids or services, please call the City Clerk's office at (626) 579-6540 ext. 3280 or ext. 3220 at least 72 hours prior to the meeting.

GENERAL COMMENT

Members of the public wishing to submit a general comment or a comment on an agenda item, can email dschwartz@soelmonte.org or call (626) 579-6540 ext. 3280 to leave a voicemail message. All comments received an hour before the scheduled meeting will be read during public comment and made part of the record.

MEETINGS

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

POSTING LOCATIONS OF AGENDA AND/OR CANCELLATION NOTICES

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

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

VIEWING OF AGENDA PACKETS

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

ISSUES RELATED TO AGENDA

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

Donna G. Schwartz, CMC, City Clerk
Ph (626) 579-6540 ext. 3280
Cell (626) 274-4842

Paola Lara, Deputy City Clerk
Ph (626) 579-6540 ext. 3220
Cell (626) 374-1998

AGENDA BEGINS ON THE FOLLOWING PAGE

1. ROLL CALL

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

2. PLEDGE OF ALLEGIANCE

Councilmember Hector Delgado

3. INVOCATION

Pastor David Torres, Calvary Assembly of God Church

4. PRESENTATIONS

4.a. Proclamation Presented to Andy Kopito, President, Autism Society of Los Angeles, Proclaiming the Month of April as Autism Acceptance Month

4.b. Proclamation Presented to Nancy Jolley, OneLegacy Ambassador, Proclaiming the Month of April as Donate Life Month

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

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

6. PUBLIC COMMENT

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

7. CONSENT CALENDAR

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

7.a. – 7.e. next page.

CONSENT CALENDAR (CONTINUED)

7.a. CONSIDERATION AND APPROVAL OF THE REGULAR CITY COUNCIL MEETING MINUTES FOR MARCH 22, 2022

Staff is requesting approval of Minutes for the March 22, 2022 Regular City Council Meeting.

RECOMMENDED ACTION: Staff recommends City Council approve the Minutes of the Regular City Council Meeting of March 22, 2022.

7.b. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 22-22, APPROVING WARRANTS FOR THE PERIOD OF MARCH 23, 2022, THROUGH APRIL 12, 2022

Authorizing payment of City expenditures for the period of March 23, 2022, through April 12, 2022, totaling \$988,027.67

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 22-22, authorizing payment of City expenditures.

7.c. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 22-23, PROCLAIMING A LOCAL EMERGENCY PERSISTS AND AUTHORIZING THE USE OF REMOTE TELECONFERENCE MEETING PROCEDURES BY THE CITY'S LEGISLATIVE BODIES AS AUTHORIZED BY GOVERNMENT CODE SECTION 54953(E) ET SEQ. FOR THE PERIOD OF APRIL 12 THROUGH MAY 12, 2022

On September 16, 2021, Governor Newsom signed AB 361 into law. AB 361 was made effective October 1, 2021. Pursuant to AB 361, staff recommends consideration of Resolution No. 22-23 proclaiming a local emergency persists and authorizing the use of remote meeting procedures by the City's legislative bodies, which can include meetings held via a virtual platform (e.g. Zoom), for the period of April 12, 2022 through May 12, 2022.

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 22-23, proclaiming a local emergency persists and authorizing the use of alternative meeting procedures by the City's legislative bodies, such as utilizing a virtual platform (e.g. Zoom) for the period of April 12, 2022 through May 12, 2022.

7.d. CITY OF SOUTH EL MONTE HOUSING ELEMENT ANNUAL PROGRESS REPORT

As required by State law, staff is submitting the City of South El Monte Housing Element Progress Report to the California Department of Housing and Community Development and the Governor's Office of Planning and Research to ensure compliance with Government Code Section 65400(a).

RECOMMENDED ACTION: Staff recommends City Council receive and file the City of South El Monte Housing Element Annual Progress Report.

CONSENT CALENDAR (CONTINUED)

7.e. **CONSIDERATION AND APPROVAL OF CLASSIFICATION AND COMPENSATION STUDY SURVEY CITIES**

Staff will move forward with the survey cities chosen as comparators for the classification and compensation study. The City established specific parameters to identify those cities that best provide a standard point of reference against which the City of South El Monte may be compared. There were twelve cities that were identified and will be used for this study.

RECOMMENDED ACTION: Staff recommends City Council receive and file the agencies considered as survey cities for the classification and compensation study.

8. **PUBLIC HEARINGS**

8.a. **CONSIDERATION AND APPROVAL OF RESOLUTION NO. 22-24, ADOPTING A MITIGATED NEGATIVE DECLARATION, MITIGATION MONITORING AND REPORTING PROGRAM, AND GENERAL PLAN AMENDMENT, RESOLUTION 22-25, ADOPTING A SPECIFIC PLAN, AND FIRST READING OF ORDINANCE NO. 1258 FOR A PROPOSED ZONE CHANGE**

KB Home, ("Applicant") is proposing the development of 207 residential homes (169 single family and 38 multi-family units) totaling 408,104 square feet, along with a recreation area that includes a pool. The units will be three stories and have a maximum building height of 35 feet 8 inches for the multi-family townhomes, with 3-story single family unit heights ranging from 32 feet 8 inches to 34 feet 7 inches ("Proposed Project" or "Project"). The Proposed Project will include the sale of 186 market rate and 21 moderate income dwelling units.

RECOMMENDED ACTION: Staff recommends City Council:

1. Conduct a public hearing;
2. Take public testimony;
3. Adopt Resolution No. 22-24, adopting a Mitigated Negative Declaration, Mitigation Monitoring and Reporting Program, and General Plan Amendment;
4. Adopt Resolution No. 22-25 adopting a Specific Plan;
5. Waive first reading and introduce Ordinance No. 1258, amending the zoning designation for properties located at 2540 Rosemead Boulevard (APN 8102-037-020), 2559 and 2603 Chico Avenue (APNs 8102-037-017 and 8102-037-024, respectively), and APN 8102-037-022; and
6. Set said ordinance for adoption at the next regular city council meeting.

PUBLIC HEARINGS (CONTINUED)

8.b. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 22-26, APPROVING AN APPLICATION FOR CONDITIONAL USE PERMIT (CUP NO. 21-11) ALLOWING FOR A TYPE 47 LICENSE FOR ON-SALE OF BEER, WINE, AND DISTILLED SPIRITS IN CONJUNCTION WITH A BONA FIDE EATING ESTABLISHMENT IN A RESTAURANT EXPANSION AND OPERATING LIVE ENTERTAINMENT AT 2327 ROSEMEAD BOULEVARD AND OPERATING AS MARISCOS SAN ISIDRO

The applicant, Edwardo Guzman ("Applicant"), is applying to expand an existing restaurant (2,638 sq. ft), upgrade Type 41 on-sale beer and wine license to a Type 47 on-sale general alcohol use, and to allow for live entertainment ("Project") at 2327 Rosemead Boulevard, South El Monte, California 91733 ("Property"). The Property consists of one parcel having an area of approximately 30,615 square feet (0.7 acres) and three other existing buildings consisting of a non-conforming house, a commercial unit, and a muffler shop. On April 15, 1993, the Planning Commission approved a Conditional Use Permit to allow for a Type 41 on-sale beer and wine license in conjunction with a restaurant. The restaurant under current ownership has been operating at this location since 1998, with the original 784 square feet building constructed in 1938, and then expanded to the current size of 2,638 sq. ft.

RECOMMENDED ACTION: Staff recommends City Council:

1. Conduct a public hearing;
2. Take public testimony; and
3. Adopt Resolution No. 21-52, approving the decision of the Planning Commission to approve CUP 21-07.

9. GENERAL BUSINESS

9.a. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 22-27, AWARDING CONSTRUCTION CONTRACT TO GRIGOLLA & SONS CONSTRUCTION CO., INC. FOR THE FERN STREET SIDEWALK INSTALLATION PROJECT

On March 3, 2022, the Engineering Department solicited bids for the Fern Street Sidewalk Installation Project. The work includes construction of concrete sidewalk, driveway approaches, curb ramps and related work on Fern Street between Doreen Avenue and Santa Anita Avenue. The lowest responsive bid was submitted by Grigolla & Sons Construction Co Inc. in the amount of \$67,450.

RECOMMENDED ACTION: Staff recommends City Council:

1. Adopt and approve the plans and specifications for the Fern Street Sidewalk Installation Project;
2. Review the bids and find that Grigolla & Sons Construction Co., Inc. has submitted the lowest responsive bid;
3. Adopt Resolution No. 22-27, awarding the Fern Street Sidewalk Installation Project contract to Grigolla & Sons Construction Co., Inc. in the amount of \$67,450; and
4. Approve a 15% contingency amount of \$10,117.50 for a total project construction budget amount not to exceed \$77,567.50.

9.b. CONSIDERATION FOR AUTHORIZATION TO SEEK REQUEST FOR PROPOSALS (RFP) FOR DESIGN SERVICES FOR TRAFFIC SIGNAL IMPROVEMENTS AT VARIOUS SIGNALIZED INTERSECTIONS

Staff seeks City Council approval to issue Request for Proposals (RFP) for design services for traffic signal improvements at various signalized intersections within the City. The scope of improvements are part of the Highway Safety Improvement Program (HSIP) Cycle 9 project.

RECOMMENDED ACTION: Staff recommends City Council approve an RFP for design services for traffic signal improvements at various signalized intersections (HSIP Cycle 9 project) and authorize staff to solicit proposals.

9.c. – 9.d. next page.

GENERAL BUSINESS (CONTINUED)

9.c. AUTHORIZATION FOR STAFF DEVELOPMENT AND TEAM BUILDING EVENT

At the Direction of City Council, staff is presenting information and budget costs to host a Staff Development and Team Building Event that will be open to all City employees and their immediate family members. The event is scheduled for Saturday, April 30th, from 11am to 3pm at New Temple Park.

RECOMMENDED ACTION: Staff recommends City Council approve a budget adjustment of \$3,905.75 from Fund Balance to add to the Employee Recognition Budget account number 01-100-1050-5940 to fund a Staff Development & Team Building event on Saturday, April 30, 2022.

9.d. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 22-28, APPROVING A PRIVATE PLACEMENT LEASE FINANCING TO PAY OFF THE CALIFORNIA PUBLIC EMPLOYEES RETIREMENT SYSTEM UNFUNDED PENSION OBLIGATION AND AUTHORIZING THE EXECUTION AND DELIVERY OF A SITE LEASE AND A LEASE AGREEMENT, AND AUTHORIZING OTHER MATTERS RELATING TO THIS FINANCING TRANSACTION

The City has an approximately \$9.6 million unfunded pension liability with CalPERS. This obligation came about over a period of several years when CalPERS was not able to consistently earn sufficient investment returns on their portfolio of pension fund assets to fully fund the City's pension obligation. In order to address this unfunded pension liability, the City selected Kosmont Transaction Services, through an RFP process, to advise and help secure low interest fixed rate lease financing. The funds raised through this financing, known as Certificates of Participation (COPs), would then be used to pay off the CalPERS unfunded pension liability. This new lease financing will be a 20-year obligation fixed at 3.3%, as compared to the CalPERS unfunded pension debt current rate of 7.0%. By entering into this new lease obligation transaction, the City will save \$3.2 million in cash flow savings over the twenty-year financing period.

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 22-28, approving the terms of a private placement lease financing, approving the form of and authorizing the execution and delivery of a site lease and lease agreement, a trust agreement, and authorizing required actions in connection with the execution and, authorizing other matters relating to the financing.

10. COMMITTEE REPORTS, INCLUDING AB 1234 REPORTS

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

11. CORRESPONDENCE

11.a. LETTER FROM SOUTH EL MONTE HIGH SCHOOL BOYS BASKETBALL TEAM REQUESTING A FACILITY RESERVATION FEE WAIVER FOR USE OF THE SOUTH EL MONTE COMMUNITY CENTER AMPHITHEATER

The South El Monte High School Boys Basketball Team ("SEMHSBBT") is requesting a reservation fee waiver for use of the South El Monte Community Center Amphitheater to host their basketball banquet on Saturday, April 23, 2022.

RECOMMENDED ACTION: Staff recommends City Council discuss and consider the facility reservation fee waiver requested by SEMHSBBT in the amount of \$1,412.46.

12. COUNCILMEMBERS' AGENDA

12.a. Councilmember Hector Delgado

1. City Council Consideration of Signing Support Letter to Continue to Recruit and Retain Deputy Sheriffs in Los Angeles County.

13. CLOSED SESSION

13.a. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

Pursuant to Government Code Section 54956.9(d)(4) – [One case]

13.b. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

Pursuant to Government Code Section 54956.9 – [One case]

Huerta v. City of South El Monte, Workers Compensation Appeals Board
Case No. ADJ9947815

13.c. PUBLIC EMPLOYEE PERFORMANCE EVALUATION

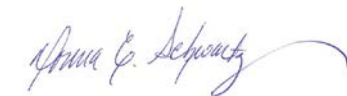
Pursuant to Government Code Section 54957

Title: City Manager

14. ADJOURNMENT

Tuesday, April 26, 2022, at 6:00 p.m.

I Donna G. Schwartz, hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted not less than 72 hours at the following locations: City of South El Monte City Hall, Senior Center and Community Center and made available at www.cityofsouthelmonte.org on this 7th day of April 2022.



City Clerk, CMC



City Council Agenda Report

Agenda Item No. 4.a.

DATE: April 12, 2022

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

SUBMITTED BY: Donna Schwartz, City Clerk

SUBJECT: Proclamation Presented to Andy Kopito, President, Autism Society of Los Angeles, Proclaiming the Month of April as Autism Acceptance Month

SUMMARY:

RECOMMENDED ACTION:

FISCAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

A. Proclamation



PROCLAMATION
AUTISM ACCEPTANCE MONTH

WHEREAS, autism is a developmental disability characterized by a range of successes and challenges with socialization, communication, and behavior; and

WHEREAS, the symptoms of autism typically are present before age three and often are accompanied by abnormalities in cognitive functioning, learning, attention, and sensory processing; and

WHEREAS, autism affects one in every 44 children in the United States; and

WHEREAS, autism is four times more likely to occur in boys than in girls; and

WHEREAS, autism can affect anyone, regardless of race, ethnicity or other factors; and

WHEREAS, the parents and relatives of individuals with autism are commended for their sacrifice and dedication in providing for the special needs of individuals with autism; and

WHEREAS, the need for early intervention services begins soon after a child has been diagnosed with autism because early intervention significantly improves the outcome and can reduce the level of funding and services needed to treat people with autism later in life; and

WHEREAS, the importance of training programs that are tailored to the needs of developmentally disabled persons including those with autism; and that people with autism can be, and are, productive members of the workforce if they are given appropriate support, training and early intervention services; and

WHEREAS, the U.S. House and Senate passed resolution H. Con. Res. 303 on February 25, 2008, recognizing the importance of autism awareness, of the need to support individuals with autism and the family members, teachers, physicians, and other professionals who care for individuals with autism; and

WHEREAS, individuals with autism, like all other Americans, should be accepted, and have the opportunity to realize their ambitions and lead rewarding lives.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and City Council of the City of South El Monte does hereby proclaim April 1 through 30, 2022 as Autism Acceptance Month in the City of South El Monte:

IN WITNESS WHEREOF, I have hereby set my hand and caused the Seal of the City of South El Monte to be affixed this 12th day of April 2022.

Gloria Olmos
Mayor Gloria Olmos

Manuel Acosta
Mayor Pro Tem Manuel Acosta

Richard Angel
Councilmember
Richard Angel

Hector Delgado
Councilmember
Hector Delgado

Gracie Retamozo
Councilwoman
Gracie Retamozo



City Council Agenda Report

Agenda Item No. 4.b.

DATE: April 12, 2022

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

SUBMITTED BY: Donna Schwartz, City Clerk

SUBJECT: Proclamation Presented to Nancy Jolley, OneLegacy Ambassador, Proclaiming the Month of April as Donate Life Month

SUMMARY:

RECOMMENDED ACTION:

FISCAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

A. DMV Donate Life Proclamation



PROCLAMATION

DMV/DONATE LIFE MONTH
APRIL 2022

WHEREAS, organ, tissue, marrow and blood donation are life-giving acts recognized worldwide as expressions of compassion to those in need; and

WHEREAS, more than 100,000 individuals nationwide and more than 20,000 in California are currently on the national organ transplant waiting list, and on average, 17 people die each day while waiting due to the shortage of donated organs;

WHEREAS, the need for donated organs is especially urgent in Hispanic, Latino, and African American communities;

WHEREAS, more than 600,000 units of blood per year are needed to meet the need in California;

WHEREAS, a single individual's donation of the heart, lungs, liver, kidneys, pancreas and small intestine can save up to eight lives;

WHEREAS, donation of tissue can save and heal the lives of more than 75 others;

WHEREAS, organ donors saved more than 40,000 lives last year, the most ever;

WHEREAS, any person can register to be an organ, eye and tissue donor regardless of age or medical conditions;

WHEREAS, being a registered donor does not impact the quality of life-saving medical care a person receives in an emergency;

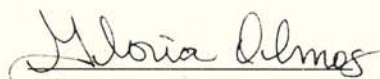
WHEREAS, California residents can sign up with the Donate Life California Donor Registry online at any time by visiting www.donateLIFEcalifornia.org or, for Spanish-speakers, www.doneVIDAcalifornia.org;

WHEREAS, California residents can sign up to be an organ, eye and tissue donor when applying for or renewing their driver's licenses or ID cards at the California Department of Motor Vehicles;

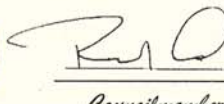
WHEREAS, California residents interested in saving a life through living kidney donation may visit www.LivingDonationCalifornia.org.

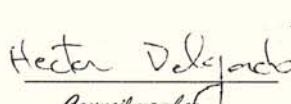
NOW, THEREFORE, BE IT RESOLVED that the Mayor and City Council of the City of South El Monte does hereby proclaim the month of April 2022 as **"DMV/Donate Life Month"** and in doing so we encourage all Californians to check "YES!" online, or when applying for or renewing their driver's license or I.D. card at the DMV.

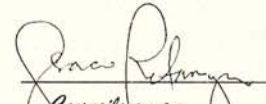
IN WITNESS WHEREOF, I have hereby set my hand and caused the Seal of the City of South El Monte to be affixed this 12th day of April 2022.


Mayor Gloria Olmos


Mayor Pro Tem Manuel Acosta


Councilmember
Richard Angel


Councilmember
Hector Delgado


Councilwoman
Gracie Retamozo



City Council Agenda Report

Agenda Item No. 7.a.

DATE: April 12, 2022

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

SUBMITTED BY: Donna Schwartz, City Clerk

SUBJECT: CONSIDERATION AND APPROVAL OF THE REGULAR CITY COUNCIL MEETING MINUTES FOR MARCH 22, 2022

SUMMARY: Staff is requesting approval of Minutes for the March 22, 2022 Regular City Council Meeting.

RECOMMENDED ACTION: Staff recommends City Council approve the Minutes of the Regular City Council Meeting of March 22, 2022.

FISCAL IMPACT: None.

DISCUSSION: None.

ATTACHMENT(S):

A. March 22, 2022 Minutes

**CITY OF SOUTH EL MONTE
REGULAR CITY COUNCIL MEETING MINUTES
TUESDAY, MARCH 22, 2022 - 6:00 PM**

1. ROLL CALL

Mayor Olmos called the meeting to order at 6:00 PM

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

STAFF PRESENT: Rachel Barbosa, City Manager; Anthony R. Taylor, City Attorney; Donna G. Schwartz, City Clerk; Rene Salas, Deputy City Manager; Rodrigo Pelayo, Public Works Analyst; and Paola Lara, Deputy City Clerk.

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

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

3. INVOCATION – Israel Alacio, Community Services Commissioner offered the Invocation.

4. PRESENTATIONS: None.

4.a. Mayor Olmos read a proclamation proclaiming March 2022 as Women's History Month. Senator Susan Rubio congratulated the City on finding ways to uplift women and for receiving a \$25,000 grant by the California Commission on the Status of Women and Girls which will be used for the formation of a women's commission.

4.b. City Council received a report from the Sheriff's Department and discussed matters concerning law enforcement in the City for the Month of February.

4.c. City Council received a report from Code Enforcement and Public Safety Supervisor Joe Martinez on Code Enforcement and Public Safety Activities for the month of February.

Councilmember Angel requested the future dates for bulky item pick up by Athens Services be included in the newsletter.

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

Mayor Olmos requested to move item 9.b. to be discussed before item 9.a.

A motion was made by Councilmember Angel, seconded by Councilmember Delgado, to approve the agenda as amended to move item 9.b. to be discussed before item 9.a. Motion carried 5-0, by the following vote:

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

NAYS: Councilmember(s): None

6. PUBLIC COMMENT

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

7. CONSENT CALENDAR

City Attorney Anthony R. Taylor read the title of Ordinance No. 1257.

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

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

NAYS: Councilmember(s): None

7.a. Approved Minutes for the Regular City Council Meeting held March 8, 2022.

7.b. Adopted Resolution No. 22-19, approving warrants for the period of March 9, 2022 through March 22, 2022, totaling \$560,467.37.

7.c. Approved the issuance of a Request for Qualifications to establish a pre-qualified list of firms for Grant Program Administration and select a firm to administer and implement the CalHome Owner-Occupied Home Repair program.

7.d. Adopted Ordinance No. 1257 Amending Title 1 "General Provisions," Chapter 1.14 "Administrative Penalty Procedures." Adding Section 1.14.085 "Late Payment Charges and Collection of Administrative Fines and Costs – Special Assessment Procedures," to Supplement Procedures for the City's Collection of Administrative Fines and Costs

8. PUBLIC HEARINGS: None.

9. GENERAL BUSINESS

ITEM 9.b. MOVED UP FOR DISCUSSION UNDER APPROVAL OF AGENDA

9.b. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 22-21 APPROVING A MEMORANDUM OF UNDERSTANDING (MOU) WITH THE VALLE LINDO SCHOOL DISTRICT TO PROVIDE SUMMER LEARNING RECOVERY SERVICES

Mayor Olmos introduced the item, Deputy City Manager Rene Salas presented the staff report, and Dr. Elizabeth Evans, Valle Lindo School District Superintendent, spoke of the partnership between the City and the School District and provided information on the summer school program.

A motion was made by Councilmember Angel, seconded by Councilmember Delgado, to Adopt Resolution No. 22-21, approving a Memorandum of Understanding (MOU) with the Valle Lindo School District to provide summer learning recovery services. Motion carried 5-0 by the following vote:

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

NAYS: Councilmember(s): None

9.a. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 22-20, FOR SUBMISSION OF AN APPLICATION TO THE UNITED STATES DEPARTMENT OF TRANSPORTATION'S "RAISE" GRANT PROGRAM

Mayor Olmos announced the item and Public Works Analyst Rodrigo Pelayo presented the staff report.

A motion was made by Councilmember Angel, seconded by Councilmember Delgado to adopt Resolution No. 22-20, approving the City's submittal of an application to the United States Department of Transportation's "Raise" Grant Program, and if awarded, authorization for the City Manager or designee to execute the grant agreement, and take all steps necessary to implement the grant. Motion carried 5-0 by the following vote:

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

NAYS: Councilmember(s): None

Item 9.b. was discussed before item 9.a. as approved under Approval of Agenda.

**9.b. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 22-21
APPROVING A MEMORANDUM OF UNDERSTANDING (MOU) WITH
THE VALLE LINDO SCHOOL DISTRICT TO PROVIDE SUMMER
LEARNING RECOVERY SERVICES**

10. COMMITTEE REPORTS, INCLUDING AB 1234 REPORTS

Mayor Pro Tem Acosta announced his attendance at the City's St. Patrick's Day Senior Drive-Thru and Little League Opening Day.

Councilmember Retamoza, announced her attendance at Little League Opening Day.

Councilmember Delgado, announced his attendance at Little League Opening Day and the meeting of The Greater Los Angeles County Vector Control District.

Councilmember Angel announced his attendance at Little League Opening Day, the City's St. Patrick's Day Senior Drive-Thru, suggested a grand re-opening event for the Senior Center, and the groundbreaking for South El Monte High School quad.

Mayor Olmos announced her attendance at the City's St. Patrick's Day Senior Drive-Thru, Little League Opening Day, AMRO Luncheon, and announced SEAACA still has adoption opportunities.

11. CORRESPONDENCE: None

12. COUNCILMEMBERS' AGENDA:

12.a. Councilmember Hector Delgado

1. Consideration of Hiring Townsend Public Affairs as our Sacramento/Washington D.C. Lobbyists

Councilmember Delgado recommended hiring Townsend Public Affairs as there is currently an opportunity for cities to lobby for earmarks in Sacramento/Washington D.C. and that opportunity closes in a few weeks.

Discussion ensued among City Council and City Manager Rachel Barbosa in regard to the possibility of hiring Townsend Public Affairs, the process of lobbying for earmarks for projects, and about releasing a request for proposals for lobbying services at a later date.

A motion was made by Councilmember Delgado, seconded by Councilmember Angel, to enter into a 30-day agreement with Townsend Public Affairs for a not-to-exceed amount of \$8,000, and at a later date release a request for proposal for lobbying services. Motion carried 5-0 by the following vote:

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

NAYS: Councilmember(s): None

13. CLOSED SESSION:

At 7:30 p.m. City Attorney Anthony R. Taylor recessed Council to closed session.

13.a. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

Pursuant to Government Code Section 54956.9(d)(4)

13.b. PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Pursuant to Government Code Section 54957

Title: City Manager

At 9:35 p.m. Mayor Olmos reconvened to open session.

City Attorney Anthony R. Taylor announced City Council discussed items 13.a. and 13.b. No action taken, nothing to report.

14. RECESS COUNCIL MEETING

Mayor Olmos recessed the meeting at 9:36 p.m. to the Successor Agency meeting.

Mayor Olmos reconvened the meeting at 9:37 p.m.

15. ADJOURN COUNCIL MEETING

There being no further business coming before this body, at 9:37 p.m. Mayor Olmos adjourned the meeting to a regular meeting on Tuesday, April 12, 2022, at 6:00 p.m.

Donna G. Schwartz, CMC, City Clerk

Gloria Olmos, Mayor



City Council Agenda Report

Agenda Item No. 7.b.

DATE: April 12, 2022

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

SUBMITTED BY: William Fox, Interim Finance Director

SUBJECT: CONSIDERATION AND APPROVAL OF RESOLUTION NO. 22-22, APPROVING WARRANTS FOR THE PERIOD OF MARCH 23, 2022, THROUGH APRIL 12, 2022

SUMMARY: Authorizing payment of City expenditures for the period of March 23, 2022 through April 12, 2022 totaling \$988,027.67

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 22-22, authorizing payment of City expenditures.

FISCAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

- A. Resolution No. 22-22
- B. Warrants

RESOLUTION NO. 22-22

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL
ALLOWING CERTAIN CLAIMS AND DEMANDS FOR THE
PERIOD OF MARCH 23, 2022 THROUGH APRIL 12, 2022,
TOTALING \$988,027.67

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

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

Finance Director

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

	<u>CLAIMANT</u>	<u>CLAIM PERIOD</u>	<u>WARRANT #'S</u>	<u>AMOUNT</u>
FY 21/22	Electronic Warrants	03/23/2022-04/12/2022	DFT0000041- DFT0000057	\$152,905.63
FY 21/22	Hand Typed Warrants	03/23/2022-04/12/2022	10000-10007	\$45,724.65
FY 21/22	Regular Warrants	03/23/2022-04/12/2022	10008-10090	\$644,195.10
Payroll	Check	PPE 03/19/2022	1000-1006	\$7,326.49
Payroll	Direct Deposit	PPE 03/19/2022	1000-1104	\$137,875.80

TOTAL EXPENDITURES RESOLUTION NO. 22-22 \$988,027.67

PASSED, APPROVED, AND ADOPTED this 12th day of April 2022.

Gloria Olmos, Mayor

ATTEST:

Donna G. Schwartz, City Clerk

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

I, Donna G. Schwartz, City Clerk of the City of South El Monte, do hereby certify that the foregoing Resolution, being Resolution No. 22-22, was duly passed and approved by the City Council of the City of South El Monte at a regular meeting of said Council held on the 12th day of April 2022, and that said Resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donna G. Schwartz, City Clerk



South El Monte, CA

Warrant Register

Council Meeting of 4/12/2022
Payment Dates 3/23/2022 - 4/12/2022

Account Number	Vendor Name	Payment Number	Payment Date	Description (Item)	Amount
Vendor DBA: VEN01019 -					
44.0800.8010.5406	ADVANCED MICROCOMPUTING CONCEPTS,IN	10008	04/12/2022	COMPUTER FOR TRANSPORTATION	1,106.54
68.0900.9000.6020	ADVANCED MICROCOMPUTING CONCEPTS,IN	10008	04/12/2022	COMPUTER FOR TRANSPORTATION	1,014.45
01.0130.1330.5215	ADVANCED MICROCOMPUTING CONCEPTS,IN	10008	04/12/2022	2021 IT AUDIT	3,500.00
01.0130.1330.6020	ADVANCED MICROCOMPUTING CONCEPTS,IN	10008	04/12/2022	LAPTOP RPLC-NANCY/ARIANA	2,736.34
Vendor DBA VEN01019 - ADVANCED MICROCOMPUTING CONCEPTS,IN Total:					8,357.33
Vendor DBA: VEN01923 -					
01.0150.1515.5204	ALEJANDRO MIRAMONTES DE ANDA	10009	04/12/2022	MAR'22 PATRIOTIC MTG	100.00
Vendor DBA VEN01923 - ALEJANDRO MIRAMONTES DE ANDA Total:					100.00
Vendor DBA: VEN01029 -					
01.0100.1030.5215	ALESHIRE & WYNDER, LLP	10010	04/12/2022	FEB'22 LITIGATION	1,640.13
01.0100.1030.5215	ALESHIRE & WYNDER, LLP	10010	04/12/2022	FEB'22 PERSONNEL	2,772.00
01.0100.1030.5215	ALESHIRE & WYNDER, LLP	10010	04/12/2022	FEB'22 PLANNING	2,592.90
01.0100.1030.5215	ALESHIRE & WYNDER, LLP	10010	04/12/2022	FEB'22 PW ENGINEERING	1,898.50
01.0100.1030.5215	ALESHIRE & WYNDER, LLP	10010	04/12/2022	FEB'22 FINANCE	3,356.70
01.0100.1030.5215	ALESHIRE & WYNDER, LLP	10010	04/12/2022	FEB'22 CODE ENFORCEMENT	1,297.30
01.0100.1030.5215	ALESHIRE & WYNDER, LLP	10010	04/12/2022	FEB'22 SUCCESSOR AGENCY	112.00
01.0100.1030.5215	ALESHIRE & WYNDER, LLP	10010	04/12/2022	FEB'22 REIMBURSABLE	4,540.80
01.0100.1030.5215	ALESHIRE & WYNDER, LLP	10010	04/12/2022	FEB'22 SA REAL PROPERTY	84.00
01.0100.1030.5215	ALESHIRE & WYNDER, LLP	10010	04/12/2022	FEB'22 ADDITIONAL SVCS	9,577.00
01.0100.1030.5215	ALESHIRE & WYNDER, LLP	10010	04/12/2022	FEB'22 EMERGENCY RESPONSE	1,567.80
Vendor DBA VEN01029 - ALESHIRE & WYNDER, LLP Total:					29,439.13
Vendor DBA: VEN01936 -					
01.0151.1542.5499	ALS ARTISAN GROUP LLC	10011	04/12/2022	BOXING RING ROPE COVERS	650.00
Vendor DBA VEN01936 - ALS ARTISAN GROUP LLC Total:					650.00
Vendor DBA: VEN01041 -					
44.0800.8010.5406	AMAZON CAPITAL SERVICES, INC	10012	04/12/2022	TRANSPORTATION LAPTOP CASE	108.42
01.0150.1540.5431	AMAZON CAPITAL SERVICES, INC	10012	04/12/2022	AFTER SCHOOL PRGM SUP	183.50
01.0150.1530.5430	AMAZON CAPITAL SERVICES, INC	10012	04/12/2022	LANYARDS FOR KEY TAG	71.82
01.0150.1540.5431	AMAZON CAPITAL SERVICES, INC	10012	04/12/2022	BABY LAB PRGM SUP	12.36
01.0140.1430.5406	AMAZON CAPITAL SERVICES, INC	10012	04/12/2022	COM. DEV. DEPT SUP	17.62
01.0150.1530.5430	AMAZON CAPITAL SERVICES, INC	10012	04/12/2022	SCTR SUPPLIES	154.21
01.0170.1020.5956	AMAZON CAPITAL SERVICES, INC	10012	04/12/2022	JACKET RETURN	(45.51)
01.0160.1640.5520	AMAZON CAPITAL SERVICES, INC	10012	04/12/2022	NOTICE BOARD FOR POOL	34.73
01.0120.1210.5406	AMAZON CAPITAL SERVICES, INC	10012	04/12/2022	OFFICE SUPPLIES CREDIT	(8.99)
01.0170.1710.5520	AMAZON CAPITAL SERVICES, INC	10012	04/12/2022	RESTROOM VACANT SIGN	58.86
01.0160.1670.5520	AMAZON CAPITAL SERVICES, INC	10012	04/12/2022	ICE MAKER VALVE/MVD	69.45
01.0100.1050.5406	AMAZON CAPITAL SERVICES, INC	10012	04/12/2022	ECO FRIENDLY CUPS	115.12
01.0100.1040.5922	AMAZON CAPITAL SERVICES, INC	10012	04/12/2022	2022 STATE OF THE CITY DISPLAY STAND	198.30
01.0150.1540.5431	AMAZON CAPITAL SERVICES, INC	10012	04/12/2022	BABY LAB PRGM SUP	163.81
Vendor DBA VEN01041 - AMAZON CAPITAL SERVICES, INC Total:					1,133.70
Vendor DBA: VEN01868 -					
01.0151.1541.5215	ANDREW WING	10013	04/12/2022	3/12/22 BBALL OFFICIALS	84.00
Vendor DBA VEN01868 - ANDREW WING Total:					84.00
Vendor DBA: VEN01051 -					
01.0170.1720.5720	AQUA PURE DRINKING WATER	10014	04/12/2022	3/16 DRINKING WATER/YARD	62.97
01.0150.1540.5431	AQUA PURE DRINKING WATER	10014	04/12/2022	ENERGY FEE	1.99
Vendor DBA VEN01051 - AQUA PURE DRINKING WATER Total:					64.96
Vendor DBA: VEN01938 -					
01.0170.1020.5956	ARAMARK UNIFORM SERVICES, INC	10015	04/12/2022	8 UNIFORM PANTS	192.84
01.0170.1020.5956	ARAMARK UNIFORM SERVICES, INC	10015	04/12/2022	UNIFORM PANTS	276.58
Vendor DBA VEN01938 - ARAMARK UNIFORM SERVICES, INC Total:					469.42

Warrant Register

Payment Dates: 3/23/2022 - 4/12/2022

Account Number	Vendor Name	Payment Number	Payment Date	Description (Item)	Amount
Vendor DBA: VEN01061 -					
01.0130.1330.5215	AT&T	10016	04/12/2022	2/2/22-3/1/22 BAN 9391034750	25.72
01.0130.1330.5215	AT&T	10016	04/12/2022	2/7/22-3/6/22 BAN 9391034746	25.17
01.0130.1330.5215	AT&T	10016	04/12/2022	2/7/22-3/6/22 BAN 9391034747	25.72
01.0130.1330.5215	AT&T	10016	04/12/2022	2/7/22-3/6/22 BAN 9391034748	25.17
01.0130.1330.5215	AT&T	10016	04/12/2022	2/7/22-3/6/22 BAN 9391034751	28.37
01.0130.1330.5215	AT&T	10016	04/12/2022	2/10/22-3/9/22 BAN 9391051741	436.25
01.0130.1330.5215	AT&T	10016	04/12/2022	2/12/22-3/11/22 BAN 9391067917	25.17
01.0130.1330.5215	AT&T	10016	04/12/2022	2/15/22-3/14/22 BAN 9391034755	25.17
01.0130.1330.5215	AT&T	10016	04/12/2022	2/15/22-3/14/22 BAN 9391034756	49.79
01.0130.1330.5215	AT&T	10016	04/12/2022	2/22/22-3/21/22 BAN 9391034752	25.72
Vendor DBA VEN01061 - AT&T Total:					692.25
Vendor DBA: VEN01066 -					
44.0800.8010.5525	AUTOZONE	10017	04/12/2022	#6 ENGINE OIL, FILTER SVCS	43.71
01.0170.1770.5525	AUTOZONE	10017	04/12/2022	#23 ENGINE OIL, FILTER SVCS	55.84
01.0170.1770.5525	AUTOZONE	10017	04/12/2022	#23 MISC REPAIRS	681.11
01.0170.1770.5525	AUTOZONE	10017	04/12/2022	#13 ENGINE OIL SVCS, AIR FILTER	184.07
01.0170.1770.5525	AUTOZONE	10017	04/12/2022	#23 RETURN WRONG PARTS	(99.38)
01.0170.1770.5525	AUTOZONE	10017	04/12/2022	#97 BATTERY TERM BOLT, ENGINE OIL & FIL	80.71
01.0170.1770.5525	AUTOZONE	10017	04/12/2022	#97 BATTERY RPLC	184.49
01.0170.1770.5525	AUTOZONE	10017	04/12/2022	#97 BATTERY RETURN	(182.24)
Vendor DBA VEN01066 - AUTOZONE Total:					948.31
Vendor DBA: VEN01285 -					
01.0150.1515.5204	BLANCA M. FIGUEROA	10018	04/12/2022	MAR'22 PATRIOTIC MTG	100.00
Vendor DBA VEN01285 - BLANCA M. FIGUEROA Total:					100.00
Vendor DBA: VEN01101 -					
01.0170.1020.5505	BORREGO SOLAR SYSTEM, INC	10019	04/12/2022	3/21 SOLAR MTNC	210.00
Vendor DBA VEN01101 - BORREGO SOLAR SYSTEM, INC Total:					210.00
Vendor DBA: VEN01103 -					
01.0100.1020.5406	BROTHERS AWARDS & TROPHIES	10020	04/12/2022	PLATES FOR CITY COUNCIL PRESENTATION	22.00
Vendor DBA VEN01103 - BROTHERS AWARDS & TROPHIES Total:					22.00
Vendor DBA: VEN01135 -					
01.0000.0000.2020	CALPERS RETIREMENT	DFT0000054	03/24/2022	PPE 3/19/22 PLAN 27216	9,772.66
01.0000.0000.2020	CALPERS RETIREMENT	DFT0000054	03/24/2022	PPE 3/19/22 PLAN 685	9,428.10
01.0000.0000.2020	CALPERS RETIREMENT	DFT0000054	03/24/2022	PPE 3/19/22 PLAN 23047	2,281.33
01.0000.0000.2020	CALPERS RETIREMENT	DFT0000056	03/23/2022	MAR'22 COUNCIL PLAN 27216	115.51
01.0000.0000.2020	CALPERS RETIREMENT	DFT0000057	03/25/2022	PPE 3/19/22 RATE PLAN 27216	856.42
Vendor DBA VEN01135 - CALPERS RETIREMENT Total:					22,454.02
Vendor DBA: VEN01133 -					
01.0000.0000.2250	CALPERS	DFT0000055	03/25/2022	APR'22 HEALTH INSURANCE	28,767.68
01.0000.0000.2250	CALPERS	DFT0000055	03/25/2022	APR'22 HEALTH INSURANCE	31,644.96
Vendor DBA VEN01133 - CALPERS Total:					60,412.64
Vendor DBA: VEN01940 -					
01.0000.0000.4554	CHRISTINE CRUZ	10022	04/12/2022	3/20/22 MVD DEPOSIT RFND	50.00
Vendor DBA VEN01940 - CHRISTINE CRUZ Total:					50.00
Vendor DBA: VEN01179 -					
01.0170.1770.5525	CITY OF EL MONTE-FINANCE DEPT.	10023	04/12/2022	JAN'22 #28 CNG FUEL	29.50
Vendor DBA VEN01179 - CITY OF EL MONTE-FINANCE DEPT. Total:					29.50
Vendor DBA: VEN01185 - COMMERCIAL AQUATIC SVCS., INC.					
01.0160.1640.5425	THE ILLINI COMPANIES, INC	10079	04/12/2022	POOL SUPPLIES & CHEMICAL	233.17
01.0160.1640.5425	THE ILLINI COMPANIES, INC	10079	04/12/2022	POOL SUPPLIES & CHEMICAL	204.49
Vendor DBA VEN01185 - COMMERCIAL AQUATIC SVCS., INC. Total:					437.66
Vendor DBA: VEN01952 - COMPREHENSIVE PLANNING SERVICES					
01.0000.0000.4502	JOANN LOMBARD0	10040	04/12/2022	KB HOMES PROJECT PEER REVIEW	4,800.00
Vendor DBA VEN01952 - COMPREHENSIVE PLANNING SERVICES Total:					4,800.00

Warrant Register

Payment Dates: 3/23/2022 - 4/12/2022

Account Number	Vendor Name	Payment Number	Payment Date	Description (Item)	Amount
Vendor DBA: VEN01189 -					
01.0100.1050.5936	CONCENTRA	10024	04/12/2022	RANDOM DRUG TEST	75.00
Vendor DBA VEN01189 - CONCENTRA Total:					75.00
Vendor DBA: VEN01200 -					
01.0140.1430.5931	COSTAR REALTY INFORMATION, INC	10025	04/12/2022	MAR-MAY'22 SUBSCRIPTION	1,185.00
Vendor DBA VEN01200 - COSTAR REALTY INFORMATION, INC Total:					1,185.00
Vendor DBA: VEN01257 -					
01.0000.0000.2205	DEPARTMENT OF THE TREASURY	DFT0000053	03/24/2022	PPE 3/19/22 FEDERAL W/H	18,958.80
01.0000.0000.2215	DEPARTMENT OF THE TREASURY	DFT0000053	03/24/2022	PPE 3/19/22 MEDICARE	5,877.66
01.0000.0000.2215	DEPARTMENT OF THE TREASURY	DFT0000053	03/24/2022	PPE 3/19/22 FICA	25,131.44
Vendor DBA VEN01257 - DEPARTMENT OF THE TREASURY Total:					49,967.90
Vendor DBA: VEN01235 -					
01.0120.1220.5415	DFM ASSOCIATES	10026	04/12/2022	2022 ELECTIONS CODE BOOK	64.35
Vendor DBA VEN01235 - DFM ASSOCIATES Total:					64.35
Vendor DBA: VEN01322 -					
01.0100.1010.5912	DIANNA GOMEZ	10000	03/24/2022	ST PATRICKS DAY DONUTS COFFEE	73.63
Vendor DBA VEN01322 - DIANNA GOMEZ Total:					73.63
Vendor DBA: VEN01244 -					
06.0300.3010.5430	DRIFTWOOD DAIRY, INC	10027	04/12/2022	3/14/22 MILK/BREAD NUTR PRGM	196.83
06.0300.3020.5430	DRIFTWOOD DAIRY, INC	10027	04/12/2022	3/14/22 MILK/BREAD NUTR PRGM	21.87
06.0300.3010.5430	DRIFTWOOD DAIRY, INC	10027	04/12/2022	3/17/22 MILK/BREAD NUTR PRGM	104.98
06.0300.3020.5430	DRIFTWOOD DAIRY, INC	10027	04/12/2022	3/17/22 MILK/BREAD NUTR PRGM	11.67
06.0300.3010.5430	DRIFTWOOD DAIRY, INC	10027	04/12/2022	3/21/22 MILK/BREAD NUTR PRGM	176.52
06.0300.3020.5430	DRIFTWOOD DAIRY, INC	10027	04/12/2022	3/21/22 MILK/BREAD NUTR PRGM	19.61
06.0300.3010.5430	DRIFTWOOD DAIRY, INC	10027	04/12/2022	3/24/22 MILK/BREAD NUTR PRGM	165.72
06.0300.3020.5430	DRIFTWOOD DAIRY, INC	10027	04/12/2022	3/24/22 MILK/BREAD NUTR PRGM	18.41
06.0300.3010.5430	DRIFTWOOD DAIRY, INC	10027	04/12/2022	3/28/22 MILK/BREAD NUTR PRGM	180.80
06.0300.3020.5430	DRIFTWOOD DAIRY, INC	10027	04/12/2022	3/28/22 MILK/BREAD NUTR PRGM	20.09
Vendor DBA VEN01244 - DRIFTWOOD DAIRY, INC Total:					916.50
Vendor DBA: VEN01259 -					
01.0100.1020.5406	EL MONTE PRINTING	10028	04/12/2022	CITY MANAGER BUSINESS CARD	44.10
01.0130.1310.5406	EL MONTE PRINTING	10028	04/12/2022	AP CHECK STOCK	450.92
Vendor DBA VEN01259 - EL MONTE PRINTING Total:					495.02
Vendor DBA: VEN01268 -					
01.0130.1310.5180	EMPLOYMENT DEVELOPMENT DEPT.	DFT0000051	03/25/2022	1ST QTR 2022/ETT	209.88
01.0000.0000.2030	EMPLOYMENT DEVELOPMENT DEPT.	DFT0000052	03/25/2022	PPE 3/19/22 UITAX WITHHOLDING	690.51
01.0000.0000.2030	EMPLOYMENT DEVELOPMENT DEPT.	DFT0000052	03/25/2022	PPE 3/19/22 TNG WITHHOLDING	34.50
01.0000.0000.2210	EMPLOYMENT DEVELOPMENT DEPT.	DFT0000052	03/25/2022	PPE 3/19/22 STATE WITHHOLDING	5,932.49
Vendor DBA VEN01268 - EMPLOYMENT DEVELOPMENT DEPT. Total:					6,867.38
Vendor DBA: VEN01830 -					
01.0170.1020.5956	ERNESTO VASQUEZ	10029	04/12/2022	2022 BOOT ALLOWANCE	171.91
Vendor DBA VEN01830 - ERNESTO VASQUEZ Total:					171.91
Vendor DBA: VEN01277 -					
01.0170.1720.5520	EWING IRRIGATION	10030	04/12/2022	LITTLE LEAGUE BASES	545.85
01.0160.1670.5520	EWING IRRIGATION	10030	04/12/2022	INFIELD MIXER/MVD	1,063.83
01.0160.1650.5520	EWING IRRIGATION	10030	04/12/2022	IRRIGATION REPAIRS/NTP	521.21
01.0170.1750.5505	EWING IRRIGATION	10030	04/12/2022	QUICK CUPLER/TOOLS	1,793.01
01.0160.1670.5520	EWING IRRIGATION	10030	04/12/2022	IRRIGATION REPAIRS/MVD	317.61
Vendor DBA VEN01277 - EWING IRRIGATION Total:					4,241.51
Vendor DBA: VEN01764 -					
01.0000.0000.2270	EXPERT PAY - STATE DISBURSEMENT UNIT	DFT0000050	03/28/2022	PPE 3/19/22 CASE 0980438	150.00
01.0000.0000.2270	EXPERT PAY - STATE DISBURSEMENT UNIT	DFT0000050	03/28/2022	PPE 3/19/22 CASE 2135289	646.15
01.0000.0000.2270	EXPERT PAY - STATE DISBURSEMENT UNIT	DFT0000050	03/28/2022	PPE 3/19/22 CASE 1457313	603.50
Vendor DBA VEN01764 - EXPERT PAY - STATE DISBURSEMENT UNIT Total:					1,399.65

Warrant Register

Payment Dates: 3/23/2022 - 4/12/2022

Account Number	Vendor Name	Payment Number	Payment Date	Description (Item)	Amount
Vendor DBA: VEN01290 -					
01.0170.1760.5540	FLAGTIME USA	10031	04/12/2022	50 USA FLAGS	1,157.38
Vendor DBA VEN01290 - FLAGTIME USA Total:					1,157.38
Vendor DBA: VEN01313 -					
01.0170.1750.5505	GARVEY EQUIPMENT COMPANY	10032	04/12/2022	RPLC FUEL FILTER	32.65
01.0170.1750.5505	GARVEY EQUIPMENT COMPANY	10032	04/12/2022	ENGINE OIL, SPARK PLUG, AIR FILTER	266.70
01.0170.1750.5505	GARVEY EQUIPMENT COMPANY	10032	04/12/2022	RPLC GENERATOR, STARTER, BEARING, ETC.	373.33
Vendor DBA VEN01313 - GARVEY EQUIPMENT COMPANY Total:					672.68
Vendor DBA: VEN01347 -					
01.0160.1640.5520	GRANT'S TRUE VALUE HARDWARE	10033	04/12/2022	POOL BARREL BOLTS	18.68
Vendor DBA VEN01347 - GRANT'S TRUE VALUE HARDWARE Total:					18.68
Vendor DBA: VEN01935 -					
02.0170.1760.5540	GUNNER CONCRETE	10034	04/12/2022	FARDON SIDEWALK CONCRETE	651.00
Vendor DBA VEN01935 - GUNNER CONCRETE Total:					651.00
Vendor DBA: VEN01364 -					
01.0130.1310.5903	HDL COREN & CONE	10035	04/12/2022	JAN-MAR'22 PROPERTY TAX	2,025.00
Vendor DBA VEN01364 - HDL COREN & CONE Total:					2,025.00
Vendor DBA: VEN01385 -					
01.0130.1310.5904	HINDERLITER, DE LLAMAS & ASSOC	10036	04/12/2022	Q3/21 SALES TAX AUDIT	1,840.33
01.0130.1310.5906	HINDERLITER, DE LLAMAS & ASSOC	10036	04/12/2022	Q3/21 TRANSACTION TAX	600.00
Vendor DBA VEN01385 - HINDERLITER, DE LLAMAS & ASSOC Total:					2,440.33
Vendor DBA: VEN01391 -					
06.0300.3010.5215	HUNTINGTON CULINARY	10037	04/12/2022	3/8/22-3/10/22 FRZN MEALS	5,836.25
06.0300.3020.5215	HUNTINGTON CULINARY	10037	04/12/2022	3/8/22-3/10/22 FRZN MEALS	169.40
06.0300.3010.5215	HUNTINGTON CULINARY	10037	04/12/2022	3/15/22-3/17/22 FRZN MEALS	5,997.25
06.0300.3020.5215	HUNTINGTON CULINARY	10037	04/12/2022	3/15/22-3/17/22 FRZN MEALS	127.05
06.0300.3010.5215	HUNTINGTON CULINARY	10037	04/12/2022	3/17/22 ST PATRICK'S DAY LUNCH	690.00
06.0300.3010.5430	HUNTINGTON CULINARY	10037	04/12/2022	3/22/22-3/24/22 FRZN MEALS	5,957.00
06.0300.3020.5430	HUNTINGTON CULINARY	10037	04/12/2022	3/22/22-3/24/22 FRZN MEALS	169.40
Vendor DBA VEN01391 - HUNTINGTON CULINARY Total:					18,946.35
Vendor DBA: VEN01397 -					
01.0160.1610.5520	INDUSTRIAL PIPE & STEEL	10038	04/12/2022	ALUM FLAT BAR	2.93
Vendor DBA VEN01397 - INDUSTRIAL PIPE & STEEL Total:					2.93
Vendor DBA: VEN01580 -					
01.0140.1410.5204	JEFFREY MICHAEL ORTIZ	10039	04/12/2022	MAR'22 PC MEETING	150.00
Vendor DBA VEN01580 - JEFFREY MICHAEL ORTIZ Total:					150.00
Vendor DBA: VEN01408 -					
27.0575.5710.5215	JOHN L. HUNTER AND ASSOCIATES, INC.	10041	04/12/2022	JAN'22 BEV. CONTAINER RECYCLING	382.50
70.0900.9020.5215	JOHN L. HUNTER AND ASSOCIATES, INC.	10041	04/12/2022	JAN'22 INDUSTRIAL WASTE MGMT	10,081.25
70.0900.9020.5215	JOHN L. HUNTER AND ASSOCIATES, INC.	10041	04/12/2022	JAN'22 NPDES PRGM	1,911.25
25.0550.5510.5215	JOHN L. HUNTER AND ASSOCIATES, INC.	10041	04/12/2022	JAN'22 USED OIL RECYCLING	260.00
Vendor DBA VEN01408 - JOHN L. HUNTER AND ASSOCIATES, INC. Total:					12,635.00
Vendor DBA: VEN01950 -					
01.0170.1020.5956	JOSEPH VASQUEZ	10042	04/12/2022	2022 BOOT ALLOWANCE	50.00
Vendor DBA VEN01950 - JOSEPH VASQUEZ Total:					50.00
Vendor DBA: VEN01941 -					
01.0000.0000.4554	JULIEANNA GARCIA JIMENEZ	10043	04/12/2022	3/19/22 MVD DEPOSIT REFUND	50.00
Vendor DBA VEN01941 - JULIEANNA GARCIA JIMENEZ Total:					50.00
Vendor DBA: VEN01915 -					
01.0140.1410.5204	KENNETH EUEKHEANG TANG	10044	04/12/2022	MAR'22 PC MEETING	150.00
Vendor DBA VEN01915 - KENNETH EUEKHEANG TANG Total:					150.00
Vendor DBA: VEN01427 -					
01.0110.1110.5220	L.A. COUNTY SHERIFF'S DEPT.	10045	04/12/2022	FEB'22 LAW ENFORCEMENT SVCS	403,973.00
01.0110.1110.5610	L.A. COUNTY SHERIFF'S DEPT.	10045	04/12/2022	FEB'22 LIABILITY INSURANCE	46,312.68
01.0110.1110.5630	L.A. COUNTY SHERIFF'S DEPT.	10045	04/12/2022	FEB'22 GRANT/SCHOOL DEPUTY	17,051.33

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01.0110.1110.6015	L.A. COUNTY SHERIFF'S DEPT.	10045	04/12/2022	FEB'22 EQUIPMENT	387.50
Vendor DBA VEN01427 - L.A. COUNTY SHERIFF'S DEPT. Total:					467,724.51
Vendor DBA: VEN01676 -					
01.0140.1410.5204	LARRY RODRIGUEZ	10046	04/12/2022	MAR'22 PC MEETING	150.00
Vendor DBA VEN01676 - LARRY RODRIGUEZ Total:					150.00
Vendor DBA: VEN01939 -					
01.0000.0000.4554	LEO BRIONES	10047	04/12/2022	LIGHTING FEE REIMBURSE	300.00
Vendor DBA VEN01939 - LEO BRIONES Total:					300.00
Vendor DBA: VEN01441 -					
01.0140.1410.5204	LEONEL A. BARRERA JR	10048	04/12/2022	MAR'22 PC MEETING	150.00
Vendor DBA VEN01441 - LEONEL A. BARRERA JR Total:					150.00
Vendor DBA: VEN01443 -					
01.0160.1640.5520	LESLIE'S POOL SUPPLIES INC.	10049	04/12/2022	TILES INSTALL PATCH	37.10
01.0160.1640.5520	LESLIE'S POOL SUPPLIES INC.	10049	04/12/2022	TILE INSTALL PATCH	37.10
Vendor DBA VEN01443 - LESLIE'S POOL SUPPLIES INC. Total:					74.20
Vendor DBA: VEN01446 -					
01.0170.1710.5520	LIBERTY FLAG & SPECIALTY CO.	10050	04/12/2022	CHALL FLAGS	597.95
Vendor DBA VEN01446 - LIBERTY FLAG & SPECIALTY CO. Total:					597.95
Vendor DBA: VEN01920 -					
01.0170.1020.5908	MAINTENANCE SUPERINTENDENTS ASSOCIATI	10051	04/12/2022	4/12/22 TRAINING	90.00
Vendor DBA VEN01920 - MAINTENANCE SUPERINTENDENTS ASSOCIATION Total:					90.00
Vendor DBA: VEN01473 -					
01.0140.1440.5210	MAIQUES INSPECTION SERVICE	10052	04/12/2022	2/28/22-3/31/22 INSPECTION SVCS	6,767.02
Vendor DBA VEN01473 - MAIQUES INSPECTION SERVICE Total:					6,767.02
Vendor DBA: VEN01849 -					
01.0151.1541.5215	MICHAEL WALKER	10053	04/12/2022	3/12/22 BBALL OFFICIALS	84.00
Vendor DBA VEN01849 - MICHAEL WALKER Total:					84.00
Vendor DBA: VEN01918 -					
01.0150.1515.5204	MIRNA IVETTE SANCHEZ	10054	04/12/2022	MAR'22 PATRIOTIC MTG	100.00
Vendor DBA VEN01918 - MIRNA IVETTE SANCHEZ Total:					100.00
Vendor DBA: VEN01513 -					
01.0160.1650.5520	MISSION FENCE & PATIO BUILDERS	10055	04/12/2022	FENCE SUPPLIES/NTP	650.79
01.0160.1650.5520	MISSION FENCE & PATIO BUILDERS	10055	04/12/2022	FENCE SUPPLIES/NTP	220.75
01.0160.1650.5520	MISSION FENCE & PATIO BUILDERS	10055	04/12/2022	FENCE SUPPLIES/NTP	101.68
Vendor DBA VEN01513 - MISSION FENCE & PATIO BUILDERS Total:					973.22
Vendor DBA: VEN01459 -					
01.0150.1515.5204	NAOMI LOPEZ	10056	04/12/2022	MAR'22 PATRIOTIC MTG	100.00
Vendor DBA VEN01459 - NAOMI LOPEZ Total:					100.00
Vendor DBA: VEN01545 -					
01.0170.1770.5525	NAPA AUTO PARTS	10057	04/12/2022	FUEL PUMP RELAY	26.81
Vendor DBA VEN01545 - NAPA AUTO PARTS Total:					26.81
Vendor DBA: VEN01548 -					
01.0000.0000.2230	NATIONWIDE RETIREMENT SOLUTIONS	10004	04/04/2022	PPE 3/19/22 DEFERRED COMP	6,577.50
Vendor DBA VEN01548 - NATIONWIDE RETIREMENT SOLUTIONS Total:					6,577.50
Vendor DBA: VEN01556 -					
01.0151.1543.5430	NEW SIGN SOLUTION, INC.	10058	04/12/2022	EASTER BANNER DATE CHANGE	176.40
Vendor DBA VEN01556 - NEW SIGN SOLUTION, INC. Total:					176.40
Vendor DBA: VEN01564 -					
01.0150.1540.5406	OFFICE DEPOT	10059	04/12/2022	SUPPLIES FOR PLOTTER	93.60
01.0150.1540.5406	OFFICE DEPOT	10059	04/12/2022	SUPPLIES FOR OFFICE	9.26
01.0100.1020.5406	OFFICE DEPOT	10059	04/12/2022	OFFICE SUPPLIES	56.83
Vendor DBA VEN01564 - OFFICE DEPOT Total:					159.69
Vendor DBA: VEN01945 -					
01.0000.0000.4554	OLAIDE OSIBOGUN	10060	04/12/2022	3/13/22 MVD DEPOSIT REFUND	50.00
Vendor DBA VEN01945 - OLAIDE OSIBOGUN Total:					50.00

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Vendor DBA: VEN01942 -					
01.0000.0000.4554	OLIVIA LOPEZ	10061	04/12/2022	3/26/22 MVD DEPOSIT REFUND	50.00
Vendor DBA VEN01942 - OLIVIA LOPEZ Total:					50.00
Vendor DBA: VEN01610 -					
01.0140.7020.5215	PHOENIX GROUP INFORMATION SYSTEMS	10062	04/12/2022	FEB'22 CODE ADMIN CITATION SVCS	1,808.23
01.0140.1100.5215	PHOENIX GROUP INFORMATION SYSTEMS	10062	04/12/2022	FEB'22 PARKING CITATION SVCS	5,543.94
Vendor DBA VEN01610 - PHOENIX GROUP INFORMATION SYSTEMS Total:					7,352.17
Vendor DBA: VEN01621 -					
01.0160.1610.5520	POST ALARM SYSTEMS	10063	04/12/2022	APR'22 ALARM SVCS/CCTR	41.21
01.0160.1620.5520	POST ALARM SYSTEMS	10063	04/12/2022	APR'22 ALARM SVCS/SCTR	41.21
01.0160.1630.5520	POST ALARM SYSTEMS	10063	04/12/2022	APR'22 ALARM SVCS/MCTR	41.21
01.0160.1640.5520	POST ALARM SYSTEMS	10063	04/12/2022	APR'22 ALARM SVCS/AQUA	41.21
01.0160.1650.5520	POST ALARM SYSTEMS	10063	04/12/2022	APR'22 ALARM SVCS/NTP	41.21
01.0160.1670.5520	POST ALARM SYSTEMS	10063	04/12/2022	APR'22 ALARM SVCS/MVD	41.21
01.0170.1710.5520	POST ALARM SYSTEMS	10063	04/12/2022	APR'22 ALARM SVCS/CHALL	41.21
01.0170.1720.5520	POST ALARM SYSTEMS	10063	04/12/2022	APR'22 ALARM SVCS/YARD	41.21
Vendor DBA VEN01621 - POST ALARM SYSTEMS Total:					329.68
Vendor DBA: VEN01632 -					
13.0500.5010.6010	PUENTE HILLS FORD	10001	03/24/2022	PUBLIC SAFETY VEHICLE	31,292.19
Vendor DBA VEN01632 - PUENTE HILLS FORD Total:					31,292.19
Vendor DBA: VEN01637 -					
01.0160.1620.5720	QUENCH USA, INC.	10064	04/12/2022	APR'22 WATER FILTRATION SVCS	59.96
Vendor DBA VEN01637 - QUENCH USA, INC. Total:					59.96
Vendor DBA: VEN01654 -					
44.0800.8010.5982	REGIONAL TAP SERVICE CENTER	10065	04/12/2022	FEB'22 BUS PASSES	104.00
Vendor DBA VEN01654 - REGIONAL TAP SERVICE CENTER Total:					104.00
Vendor DBA: VEN01454 -					
01.0150.1515.5204	RUDY LOPEZ	10066	04/12/2022	MAR'22 PATRIOTIC MTG	100.00
Vendor DBA VEN01454 - RUDY LOPEZ Total:					100.00
Vendor DBA: VEN01946 -					
01.0000.0000.4554	SAMANTHA RAMIREZ	10067	04/12/2022	3/12/22 MVD DEPOSIT REFUND	50.00
Vendor DBA VEN01946 - SAMANTHA RAMIREZ Total:					50.00
Vendor DBA: VEN01698 -					
01.0150.1530.5952	SAM'S CLUB DIRECT	DFT0000041	03/23/2022	CITY COUNCIL SUPPLIES	202.21
01.0150.1530.5952	SAM'S CLUB DIRECT	DFT0000041	03/23/2022	V-DAY DRIVE-TRU GOODIES	198.76
01.0150.1540.5431	SAM'S CLUB DIRECT	DFT0000041	03/23/2022	AFTER SCHOOL PRGM SUP	155.11
01.0170.1710.5406	SAM'S CLUB DIRECT	DFT0000041	03/23/2022	CHALL SUPPLIES	63.37
01.0110.1110.5633	SAM'S CLUB DIRECT	DFT0000049	04/05/2022	CATALYTIC CONVERTER EVT	117.54
01.0150.1530.5952	SAM'S CLUB DIRECT	DFT0000049	04/05/2022	ST.PATRICKS DRIVE-TRU GOODIES	97.20
01.0150.1540.5431	SAM'S CLUB DIRECT	DFT0000049	04/05/2022	AFTER SCHOOL PRGM SUP	114.65
01.0151.1543.5952	SAM'S CLUB DIRECT	DFT0000049	04/05/2022	2022 BIKE RIDE SUP	211.82
01.0151.1543.5952	SAM'S CLUB DIRECT	DFT0000049	04/05/2022	EASTER EGG CANDY	270.80
01.0170.1710.5406	SAM'S CLUB DIRECT	DFT0000049	04/05/2022	COUNCIL REFRESHMENT	194.34
36.0360.3600.5912	SAM'S CLUB DIRECT	DFT0000049	04/05/2022	HOMELESS COUNT MEETING SUP	73.65
Vendor DBA VEN01698 - SAM'S CLUB DIRECT Total:					1,699.45
Vendor DBA: VEN01701 -					
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	10002	03/24/2022	2/7/22-3/10/22 2018 DURFEE	220.77
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	10002	03/24/2022	2/7/22-3/10/22 1926 DURFEE	281.45
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	10002	03/24/2022	3/1/22-4/1/22 1900 CENTRAL	105.10
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	10002	03/24/2022	3/1/22-4/1/22 1415 SANTA ANITA	70.07
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	10005	04/04/2022	2/11/22-3/16/22 2000 SANTA ANITA	70.61
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	10005	04/04/2022	2/8/22-3/11/22 THIENES/PARKWAY	26.50
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	10005	04/04/2022	2/7/22-3/10/22 1903 DURFEE	132.53
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	10005	04/04/2022	2/8/22-3/11/22 1222 PECK	212.10
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	10005	04/04/2022	2/8/22-3/11/22 1109 PECK	212.10
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	10005	04/04/2022	2/11/22-3/16/22 2004 ROSEMEAD	26.50
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	10005	04/04/2022	2/8/22-3/11/22 1502 PECK	212.10

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01.0170.1730.5720	SAN GABRIEL VALLEY WATER	10005	04/04/2022	2/11/22-3/16/22 2218 ROSEMEAD	132.53
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	10005	04/04/2022	2/8/22-3/11/22 1710 DURFEE	216.43
Vendor DBA VEN01701 - SAN GABRIEL VALLEY WATER Total:					1,918.79
Vendor DBA: VEN01351 -					
01.0151.1541.5215	SAUL GUARDADO	10068	04/12/2022	3/12/22 BBALL OFFICIALS	300.00
Vendor DBA VEN01351 - SAUL GUARDADO Total:					300.00
Vendor DBA: VEN01728 -					
01.0130.1310.5280	SECTRAN SECURITY INC.	10069	04/12/2022	MAR'22 ARMORED SVCS	164.98
Vendor DBA VEN01728 - SECTRAN SECURITY INC. Total:					164.98
Vendor DBA: VEN01904 -					
36.0360.3600.5951	SIERRA INN	10070	04/12/2022	MAR'22 HOMELESS MOTEL VOUCHER	1,425.00
Vendor DBA VEN01904 - SIERRA INN Total:					1,425.00
Vendor DBA: VEN01749 -					
02.0170.1760.5725	SOUTHERN CALIFORNIA EDISON	DFT0000042	03/23/2022	1/6/22-2/28/22 STREET LIGHTS	2,831.94
02.0170.1760.6115	SOUTHERN CALIFORNIA EDISON	DFT0000042	03/23/2022	3/4/22 OBF INSTALLMENT	449.47
01.0170.1730.5710	SOUTHERN CALIFORNIA EDISON	DFT0000047	04/05/2022	2/15/22-3/16/22 1415 SANTA ANITA	1,238.48
01.0170.1730.5710	SOUTHERN CALIFORNIA EDISON	DFT0000048	04/05/2022	2/15/22-3/16/22 1824 CENTRAL	391.13
Vendor DBA VEN01749 - SOUTHERN CALIFORNIA EDISON Total:					4,911.02
Vendor DBA: VEN01751 - SOUTHERN CALIFORNIA NEWS GROUP					
01.0120.1210.5919	CALIFORNIA NEWSPAPERS PARTNERSHIP	10021	04/12/2022	PUBLISH NOTICE OF INTENET	796.00
01.0120.1210.5919	CALIFORNIA NEWSPAPERS PARTNERSHIP	10021	04/12/2022	PUBLISH ORDINANCE NO.1256-U	186.50
01.0120.1210.5919	CALIFORNIA NEWSPAPERS PARTNERSHIP	10021	04/12/2022	2/17 PUBLISH ORDINANCE NO.1255	2,135.00
Vendor DBA VEN01751 - SOUTHERN CALIFORNIA NEWS GROUP Total:					3,117.50
Vendor DBA: VEN01910 -					
01.0170.1770.5525	SOUTHERN TIRE MART LLC	10071	04/12/2022	BOBCAT TIRE REPAIR	40.00
Vendor DBA VEN01910 - SOUTHERN TIRE MART LLC Total:					40.00
Vendor DBA: VEN01753 -					
01.0140.1100.5406	SPARKLETTS	10072	04/12/2022	FEB-MAR'22 WATER DISPENSER-PSO	23.71
01.0140.7020.5406	SPARKLETTS	10072	04/12/2022	FEB-MAR'22 WATER DISPENSER-CODE	23.71
Vendor DBA VEN01753 - SPARKLETTS Total:					47.42
Vendor DBA: VEN01756 -					
44.0800.8010.5525	SRS AUTOMOTIVE	10073	04/12/2022	#24 RPLC OXYGEN SENSOR	204.58
01.0170.1770.5525	SRS AUTOMOTIVE	10073	04/12/2022	#25 FUNCTION CHECK	183.00
01.0170.1770.5525	SRS AUTOMOTIVE	10073	04/12/2022	#13 AC HOSE RPLC, AC SYSTEM RECHARGE	349.87
44.0800.8010.5525	SRS AUTOMOTIVE	10073	04/12/2022	#26 RPLC ENGINE & TRANSMISSION	1,033.57
Vendor DBA VEN01756 - SRS AUTOMOTIVE Total:					1,771.02
Vendor DBA: VEN01757 -					
02.0170.1760.5535	ST. FRANCIS ELECTRIC, LLC	10074	04/12/2022	FEB'22 MTNC TRAFFIC	822.75
02.0170.1760.5535	ST. FRANCIS ELECTRIC, LLC	10074	04/12/2022	FEB'22 CALLOUT SIGNAL	819.00
Vendor DBA VEN01757 - ST. FRANCIS ELECTRIC, LLC Total:					1,641.75
Vendor DBA: VEN01892 -					
01.0000.0000.2270	STATE OF CA FRANCHISE TAX BOARD	10006	04/04/2022	R.CORRAL #624019117 GARNISHMENT	346.18
Vendor DBA VEN01892 - STATE OF CA FRANCHISE TAX BOARD Total:					346.18
Vendor DBA: VEN01768 -					
01.0160.1650.5520	SUNBELT RENTALS, INC.	10075	04/12/2022	OFF ROAD GAS CART	644.82
01.0160.1650.5520	SUNBELT RENTALS, INC.	10075	04/12/2022	3/2/22 CONCRETE MIXER RENTAL	382.98
02.0170.1760.5540	SUNBELT RENTALS, INC.	10075	04/12/2022	3/9/22 CONCRETE MIXER RENTAL	328.23
Vendor DBA VEN01768 - SUNBELT RENTALS, INC. Total:					1,356.03
Vendor DBA: VEN01769 -					
01.0140.1100.5215	SUPERIOR COURT OF CA, COUNTY OF LA	10076	04/12/2022	FEB'22 CITATION PROCESS	3,744.50
Vendor DBA VEN01769 - SUPERIOR COURT OF CA, COUNTY OF LA Total:					3,744.50
Vendor DBA: VEN01773 -					
01.0151.1543.5952	SWANK MOTION PICTURES, INC	10077	04/12/2022	MOVIES IN THE PARK MOVIE LICENSE	1,395.00
Vendor DBA VEN01773 - SWANK MOTION PICTURES, INC Total:					1,395.00

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Vendor DBA: VEN01776 -					
01.0100.1050.5936	TAG/AMS, INC.	10078	04/12/2022	2/22/22-2/24/22 RANDOM RE-TEST	113.00
				Vendor DBA VEN01776 - TAG/AMS, INC. Total:	113.00
Vendor DBA: VEN01791 -					
01.0100.1040.5922	THE SAUCE CREATIVE SERVICES CORP.	10080	04/12/2022	STATE OF THE CITY POWERPOINT	225.00
01.0100.1040.5921	THE SAUCE CREATIVE SERVICES CORP.	10080	04/12/2022	APR'22 NEWSLETTER	4,846.77
				Vendor DBA VEN01791 - THE SAUCE CREATIVE SERVICES CORP. Total:	5,071.77
Vendor DBA: VEN01947 -					
01.0151.1544.5210	THEMATIC PRODUCTIONS CO.	10081	04/12/2022	4TH OF JULY CONCERT PREFORMANCE DEPI	500.00
				Vendor DBA VEN01947 - THEMATIC PRODUCTIONS CO. Total:	500.00
Vendor DBA: VEN01807 -					
01.0140.1440.5210	TRANSTECH ENGINEERING, INC.	10082	04/12/2022	JUL'21 PLAN CHECK SVCS	7,843.70
01.0140.1440.5210	TRANSTECH ENGINEERING, INC.	10082	04/12/2022	AUG'21 PLAN CHECK SVCS	10,176.26
01.0140.1440.5210	TRANSTECH ENGINEERING, INC.	10082	04/12/2022	SEP'21 PLAN CHECK SVCS	10,352.78
37.0900.9000.5215	TRANSTECH ENGINEERING, INC.	10082	04/12/2022	NOV'21 RUSH ST CORRIDOR PJT MGMT #23	625.00
38.0900.9000.5974	TRANSTECH ENGINEERING, INC.	10082	04/12/2022	DEC'21 PROJECT MGMT #293	147.12
40.0900.9000.5974	TRANSTECH ENGINEERING, INC.	10082	04/12/2022	DEC'21 PROJECT MGMT #293	441.38
37.0900.9000.5215	TRANSTECH ENGINEERING, INC.	10082	04/12/2022	DEC'21 RUSH CORR PJT MGMT #237	750.00
37.0900.9010.5974	TRANSTECH ENGINEERING, INC.	10082	04/12/2022	DEC'21 RSMD CORR PJT MGMT #237	78.86
68.0900.9010.5974	TRANSTECH ENGINEERING, INC.	10082	04/12/2022	DEC'21 RSMD CORR PJT MGMT #237	608.64
02.0190.1910.5260	TRANSTECH ENGINEERING, INC.	10082	04/12/2022	DEC'21 2540 RSMD TRAFFIC REVIEW	500.00
40.0900.9000.5974	TRANSTECH ENGINEERING, INC.	10082	04/12/2022	DEC'21 PROJECT MGMT #294	759.00
02.0170.1760.5260	TRANSTECH ENGINEERING, INC.	10082	04/12/2022	DEC'21 RSMD SPEED SURVEY	437.50
01.0140.1430.5215	TRANSTECH ENGINEERING, INC.	10082	04/12/2022	DEC'21 2200 RSMD ENGINEER REVIEW	405.00
01.0140.1430.5215	TRANSTECH ENGINEERING, INC.	10082	04/12/2022	DEC'21 2540 RSMD ENGINEER REVIEW	1,592.00
37.0900.9000.5969	TRANSTECH ENGINEERING, INC.	10082	04/12/2022	DEC'21 ADMIN CHARGE #140	425.00
01.0170.1105.5215	TRANSTECH ENGINEERING, INC.	10082	04/12/2022	DEC'21 RED CURB THIENES/DURFEE	187.50
02.0190.1910.5260	TRANSTECH ENGINEERING, INC.	10082	04/12/2022	DEC'21 2327 RSMD TRAFFIC ENGINEER	437.50
01.0170.1105.5215	TRANSTECH ENGINEERING, INC.	10082	04/12/2022	DEC'21 RED CURB INSTALL 2018-2021	1,087.50
				Vendor DBA VEN01807 - TRANSTECH ENGINEERING, INC. Total:	36,854.74
Vendor DBA: VEN01902 -					
68.0900.9020.6025	TRUE AUTO WERX	10083	04/12/2022	#23 TINT FRONT WINDOWS #411	80.00
				Vendor DBA VEN01902 - TRUE AUTO WERX Total:	80.00
Vendor DBA: VEN01288 -					
01.0130.1310.5215	TRUSAIC	10084	04/12/2022	2021 MAIL DISTRIBUTION FEE	82.00
				Vendor DBA VEN01288 - TRUSAIC Total:	82.00
Vendor DBA: VEN01949 -					
01.0130.1330.5215	TYLER TECHNOLOGIES, INC	10085	04/12/2022	3/14/22-3/18/22 INCODE GO-LIVE ASSIST	4,972.50
				Vendor DBA VEN01949 - TYLER TECHNOLOGIES, INC Total:	4,972.50
Vendor DBA: VEN01820 -					
02.0170.1760.5966	US BANK VOYAGER FLEET SYS	DFT0000043	03/23/2022	1/25/22-2/24/22 VEHICLE FUEL	5,193.57
				Vendor DBA VEN01820 - US BANK VOYAGER FLEET SYS Total:	5,193.57
Vendor DBA: VEN01944 -					
01.0110.1170.5966	VICTORIA MORA	10086	04/12/2022	3/1/22-3/22/22 MILEAGE REIMBURSE	122.27
				Vendor DBA VEN01944 - VICTORIA MORA Total:	122.27
Vendor DBA: VEN01846 -					
01.0000.0000.2240	VONS CREDIT UNION	10007	04/04/2022	PPE 3/19/22 UNION DUES	46.50
01.0000.0000.2240	VONS CREDIT UNION	10007	04/04/2022	PPE 3/5/22 UNION DUES	45.00
				Vendor DBA VEN01846 - VONS CREDIT UNION Total:	91.50
Vendor DBA: VEN01856 -					
01.0160.1610.5720	WATERLOGIC AMERICAS, LLC	10087	04/12/2022	APR'22 WATER SVCS	38.59
				Vendor DBA VEN01856 - WATERLOGIC AMERICAS, LLC Total:	38.59
Vendor DBA: VEN01865 -					
01.0170.1750.5520	WHITTIER FERTILIZER	10088	04/12/2022	CITY TREE TOP SOIL	24.26
01.0170.1750.5505	WHITTIER FERTILIZER	10088	04/12/2022	TOOLS FOR EMPLOYEES	479.48
				Vendor DBA VEN01865 - WHITTIER FERTILIZER Total:	503.74

Warrant Register

Payment Dates: 3/23/2022 - 4/12/2022

Account Number	Vendor Name	Payment Number	Payment Date	Description (Item)	Amount
Vendor DBA: VEN01867 -					
01.0130.1330.5215	WINDSTREAM HOLDINGS, INC	10003	03/24/2022	2/18/22-3/17/22 CITY PHONES	5,424.86
				Vendor DBA VEN01867 - WINDSTREAM HOLDINGS, INC Total:	5,424.86
Vendor DBA: VEN01869 -					
01.0150.1530.5952	WINNER INTERNATIONAL INC.	10089	04/12/2022	ST.PATRICK'S & EASTER DRIVE-TRU DECOR	48.79
				Vendor DBA VEN01869 - WINNER INTERNATIONAL INC. Total:	48.79
Vendor DBA: VEN01896 - XEROX FINANCIAL SERVICES LLC					
01.0130.1330.5950	XEROX CORPORATION	10090	04/12/2022	MAR'22 COPIER LEASE	1,547.99
				Vendor DBA VEN01896 - XEROX FINANCIAL SERVICES LLC Total:	1,547.99
Grand Total:					842,825.38

Authorization Signatures



Rachel Barbosa, City Manager



City Council Agenda Report

Agenda Item No. 7.c.

DATE: April 12, 2022

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

SUBMITTED BY: Anthony R. Taylor, City Attorney

SUBJECT: CONSIDERATION AND APPROVAL OF RESOLUTION NO. 22-23, PROCLAIMING A LOCAL EMERGENCY PERSISTS AND AUTHORIZING THE USE OF REMOTE TELECONFERENCE MEETING PROCEDURES BY THE CITY'S LEGISLATIVE BODIES AS AUTHORIZED BY GOVERNMENT CODE SECTION 54953(E) ET SEQ. FOR THE PERIOD OF APRIL 12 THROUGH MAY 12, 2022

SUMMARY: On September 16, 2021, Governor Newsom signed AB 361 into law. AB 361 was made effective October 1, 2021. Pursuant to AB 361, staff recommends consideration of Resolution No. 22-23 proclaiming a local emergency persists and authorizing the use of remote meeting procedures by the City's legislative bodies, which can include meetings held via a virtual platform (e.g. Zoom), for the period of April 12, 2022 through May 12, 2022.

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 22-23, proclaiming a local emergency persists and authorizing the use of alternative meeting procedures by the City's legislative bodies, such as utilizing a virtual platform (e.g. Zoom) for the period of April 12, 2022 through May 12, 2022.

FISCAL IMPACT: None.

DISCUSSION: In March of 2020, at the onset of the COVID-19 pandemic, Governor Newsom proclaimed a State of Emergency in California, and issued Executive Order N-25-20 to facilitate the ability of legislative bodies to meet using remote/virtual platforms to comply with health orders. Since that time, several other Executive Orders have been issued that further modified the requirements related to the conduct of teleconferenced meetings and the right of public participation during the state of emergency. The Executive Orders collectively operated to remove certain requirements for teleconferenced meetings, including that each teleconference location be accessible to the public, and that members of the public be able to address the legislative body at each teleconference location.

The Executive Orders allowed the City Council and each of the City's legislative bodies, commissions, and committees subject to the Brown Act to modify how meetings were conducted to protect the health and safety of the legislative bodies, staff, and the public, while ensuring transparency and accessibility for open and public meetings. However, those executive orders expired on October 1, 2021.

On September 16, 2021, Governor Newsom signed AB 361 into law. AB 361 was made effective October 1, 2021, to correspond to the timing of expiration of the executive orders.

AB 361 allows legislative bodies to continue to utilize remote/virtual platforms for meetings during a state of emergency proclaimed by the Governor that includes the City, provided that one of the following three criteria is met with respect to the meeting:

- i) State or local officials have imposed or recommended measures to promote social distancing; or
- ii) The legislative body is meeting for the purpose of determining, by majority vote, whether as a result of the state of emergency, meeting in person would present imminent risks to the health or safety of attendees; or
- iii) The legislative body has previously determined, by majority vote, that, as a result of the state of emergency, meeting in person would present imminent risks to the health or safety of attendees.

These provisions of AB 361 are effective until January 1, 2024. This means these provisions may be invoked any time there is a proclaimed state of emergency by the Governor (e.g., wildfires) and the City Council can make at least one of the enumerated findings.

On October 26, 2021, City Council adopted Resolution No. 21-69 proclaiming a local emergency persists and authorizing the use of remote teleconference procedures by the City's legislative bodies for the period of October 26 through November 25, 2021. To avoid a lapse in time between meetings and the effective date of Resolution No. 21-69, on November 9, 2021, City Council adopted Resolution No. 21-72 proclaiming a local emergency persists and authorizing the use of remote teleconference procedures by the City's legislative bodies for the period of November 9 through December 9, 2021. Since then, City Council has adopted the following resolutions authorizing the same: Resolution No. 21-78 adopted on December 14, 2021 for the period of December 14, 2021 through January 12, 2022; Resolution No. 22-02 adopted on January 11, 2022 for the period of January 11, 2022 through February 9, 2022; Resolution No. 22-11 adopted February 8, 2022 for the period of February 8, 2022 through March 9, 2022; and Resolution No. 22-18 adopted March 8, 2022 for the period of March 8, 2022 through April 6, 2022.

In large part due to the Omicron variant, there has been a sharp surge of Covid-19 positive cases since December 2021. In large part due to the Omicron variant, there has been a sharp surge of Covid-19 positive cases since December 2021. The CDC indicators and thresholds measuring community transmission of COVID-19 within the County of Los Angeles continue to be at a substantial level. The Omicron variant is the predominant strain in Los Angeles County and spreads more easily than the original virus. While the Omicron BA.1 variant is currently the dominant variant in Los Angeles County, there is a gradual increase in the level of the BA.2 subvariant in the County. The BA.2 subvariant is highly transmissible, and has become the dominant variant in many

countries, including some that are facing renewed surges in cases and increased hospitalizations.

In light of the continuing COVID-19 emergency, and the continued threats to health and safety posed by indoor meetings with large attendance, staff recommends adoption of the proposed resolution making the findings required to invoke AB 361. Doing so will allow the meetings of the City Council and each of the City's legislative bodies to continue to occur by teleconference, without adhering to the teleconferencing requirements set out in Government Code Section 54953(b)(3) that would otherwise apply absent invocation of AB 361.

Continued reliance on AB 361 will require adoption of a new resolution making the required findings every 30 days.

ATTACHMENT(S):

- A. Resolution No. 22-23

RESOLUTION NO. 22-23

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL
PROCLAIMING A LOCAL EMERGENCY PERSISTS AND
AUTHORIZING THE USE OF REMOTE TELECONFERENCE
MEETING PROCEDURES BY THE CITY'S LEGISLATIVE
BODIES, AS AUTHORIZED BY GOVERNMENT CODE
SECTION 54953(E) *ET SEQ.*, FOR THE PERIOD OF APRIL 12,
2022 THROUGH MAY 12, 2022

WHEREAS, the City Council of the City of South El Monte is committed to preserving and nurturing public access, transparency, observation and participation in its meetings and the meetings of each of its legislative bodies (as that term is defined in Government Code §54952, including commissions, boards and committees subject to the Brown Act); and

WHEREAS, all meetings of the City's legislative bodies are open and public, as required by the Ralph M. Brown Act, codified as Government Code sections 54950 *et seq.*, so that any member of the public may attend, participate, and observe the City's legislative bodies conduct their business; and

WHEREAS, the Brown Act, as amended by Assembly Bill 361 (2021), amending Government Code section 54953(e) *et seq.*, allows for remote teleconferencing observation and participation in meetings by members of a legislative body and members of the public, without compliance with the requirements of Government Code section 54953(b)(3) regarding, subject to the existence of certain conditions; and

WHEREAS, the initial required condition is a declaration of a state of emergency by the Governor pursuant to the California Emergency Services Act, Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state and within the boundaries of the City, as provided in Government Code section 8558; and

WHEREAS, on March 4, 2020, pursuant to Government Code section 8625, Governor Newsom declared the existence of a state of emergency for the State of California, in response to the outbreak of respiratory illness due to a novel coronavirus (a disease now known as COVID-19); and

WHEREAS, also on March 4, 2020, the County of Los Angeles followed suit and declared the existence of a state of emergency for the County of Los Angeles; and

WHEREAS, on March 12, 2020, out of an abundance of caution to protect the health, safety, and welfare of the community, the Mayor of the City of South El Monte proclaimed a local emergency due to the public health threat caused by COVID-19; and

WHEREAS, the Mayor's proclamation found that conditions of extreme peril to the safety of persons and property have arisen within the City as a result of the COVID-19 virus and that these conditions are or are likely to be beyond the control of the services, personnel, equipment, and facilities of the City; and

WHEREAS, on March 16, 2020, the City's Director of Emergency Services declared a local emergency for the City pursuant to Chapter 2.32 of the South El Monte Municipal Code, finding that conditions of extreme peril to the safety of persons and property have arisen within the City as a result of the COVID-19 virus and that these conditions are or are likely to be beyond the control of the services, personnel, equipment, and facilities of the City; and

WHEREAS, on March 17, 2020, the City Council adopted Resolution No. 20-24, ratifying the proclamation of a local emergency in response to COVID-19; and

WHEREAS, Government Code section 54953(e) further requires that state or local officials have imposed or recommended measures to promote social distancing; or, the legislative body of the City finds that meeting in person would present imminent risk to the health and safety of attendees; and

WHEREAS, the State of California and County of Los Angeles Department of Public Health officials have imposed or recommended measures to promote social distancing, County officials are requiring masking in an effort to slow the continuously high level of transmission of COVID-19 throughout Los Angeles County, and the Centers for Disease Control and Prevention ("CDC") continue to recommend physical distancing; and

WHEREAS, in large part due to the Omicron variant, there has been a sharp surge of Covid-19 positive cases since December 2021. The CDC indicators and thresholds measuring community transmission of COVID-19 within the County of Los Angeles continue to be at a substantial level. The Omicron variant is the predominant strain in Los Angeles County and spreads more easily than the original virus. While the Omicron BA.1 variant is currently the dominant variant in Los Angeles County, there is a gradual increase in the level of the BA.2 subvariant in the County. The BA.2 subvariant is highly transmissible, and has become the dominant variant in many countries, including some that are facing renewed surges in cases and increased hospitalizations; and

WHEREAS, the Council hereby finds that such emergency conditions persist in the City, such that meeting in person for the meetings of the legislative bodies of the City would present imminent risk to the health and safety of attendees as a result of the increased risk of the spread of the COVID-19 virus among those in attendance; and

WHEREAS, the Council hereby finds that the state of emergency due to the COVID-19 virus and the conditions related thereto has caused, and will continue to cause, conditions of extreme peril to the safety of persons within the City that are likely to be beyond the control of services, personnel, equipment, and facilities of the City, and thereby affirms, authorizes, and proclaims that the existence of a local emergency persists throughout the City, and ratifies the proclamation of state of emergency by the Governor of the State of California; and

WHEREAS, the Council hereby finds that, as a consequence of the existing local emergency, the legislative bodies of the City shall conduct their meetings without compliance with Government Code section 54953(b)(3), and shall instead comply with the remote teleconference meeting requirements as authorized by Government Code section 54953(e) *et seq.*; and

WHEREAS, the Council affirms that the City will allow for observation and participation by Councilmembers, members of the City's legislative bodies, and the public by allowing public participation and comment in real time via Zoom or by telephone, as well as allowing limited in-

person attendance for certain legislative bodies of the City, as will be duly indicated in the agendas of the legislative bodies, respectively, in an effort to protect the constitutional and statutory rights of all attendees.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SOUTH EL MONTE FINDS, RESOLVES, AND ORDERS AS FOLLOWS:

Section 1. The Recitals set forth above are true and correct and are incorporated herein Resolution by reference.

Section 2. The Council hereby recognizes and affirms the existence and conditions of a state of emergency as proclaimed by the Governor, the existence of emergency conditions in the City, and affirms, authorizes, and proclaims that the existence of a local emergency persists throughout the City.

Section 3. The Council hereby ratifies the Governor of the State of California's Proclamation of State of Emergency, effective as of its issuance date of March 4, 2020.

Section 4. Further, the Council finds that holding the meetings of the City's legislative bodies in person with no limitations to attendance would present imminent risk to the health and safety of attendees as a result of the increased risk of the spread of the COVID-19 virus among those in attendance, and that the State of California and County of Los Angeles Department of Public Health officials have imposed or recommended measures to promote social distancing in connection with the COVID-19 emergency, as required by Government Code section 54953(e) *et seq.*

Section 5. The City Manager and legislative bodies of the City are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including, conducting open and public meetings via teleconference in accordance with Government Code section 54953(e) *et seq.* and other applicable provisions of the Brown Act.

Section 6. This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of (i) May 12, 2022, or (ii) such time the Council adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the legislative bodies (as that term is defined in Government Code §54952, including commissions, boards and committees subject to the Brown Act) of the City may continue to teleconference without compliance with Government Code section 54953(b)(3).

PASSED, APPROVED AND ADOPTED this 12th day of April 2022.

Gloria Olmos, Mayor

ATTEST:

Donna G. Schwartz, City Clerk

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

I, Donna G. Schwartz, City Clerk of the City of South El Monte, do hereby certify that the foregoing Resolution, being Resolution No. 22-23, was duly passed and approved by the City Council of the City of South El Monte at a regular meeting of said Council held on the 12th day of April 2022, and that said Resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donna G. Schwartz, City Clerk



City Council Agenda Report

Agenda Item No. 7.d.

DATE: April 12, 2022

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

SUBMITTED BY: Colby Cataldi, Community Development Director

SUBJECT: CITY OF SOUTH EL MONTE HOUSING ELEMENT ANNUAL PROGRESS REPORT

SUMMARY: As required by State law, staff is submitting the City of South El Monte Housing Element Progress Report to the California Department of Housing and Community Development and the Governor's Office of Planning and Research to ensure compliance with Government Code Section 65400(a).

RECOMMENDED ACTION: Staff recommends City Council receive and file the City of South El Monte Housing Element Annual Progress Report.

FISCAL IMPACT: There is no fiscal impact for this reporting requirement.

DISCUSSION: Government Code Section 65400(a) requires that all cities and counties provide an annual report to the California Department of Housing and Community Development (HCD) and the Governor's Office of Planning and Research (OPR) regarding the Housing Element implementation and progress toward meeting their Regional Housing Needs Assessment (RHNA) allocation goal. The City's RHNA allocation goal for the **2021-2029** planning period is 577 units and is divided among four targeted income levels:

- Very-Low (50 percent of Area Median Income (AMI)),
- Low (80 percent of AMI),
- Moderate (100 percent of AMI)
- Above-Moderate (120 percent of AMI).

The AMI for the City of South El Monte (Los Angeles County) in 2021 was \$80,000.

**City of South El Monte Progress Toward Meeting RHNA
Allocation 2021-2029**

	Extremely Low/Very Low	Low	Moderate	Above Moderate	Total
6th Cycle Units Required	131	64	70	312	577
Calendar Year 2021 Remaining	-	6	-	6	12
	131	58	70	306	565
5th Cycle 2013-2020 RHNA req.	43	25	28	76	172
Carryover (Units Required) 5th Cycle	43	5	28	-	76

ATTACHMENT(S):

A. APR SUBMITTED 03.31.2022 FOR CY 2021

2021 SOUTH EL MONTE Housing Element Annual Progress Report

General Information

First Name	Angie	Street Address	1415 N Santa Anita Ave	Phone	6265796540
Last Name	Hernandez	City	South El Monte	Email	ahernandez@soelmonte.org
Title	Community Development Executive Assistant	Zip Code	91733		

Comments: Include any additional information or explanation for the information provided in the following tables.

2021 SOUTH EL MONTE Housing Element Annual Progress Report

TABLE A - Housing Development Applications Submitted

Unit Information

Project Identifier		Proposed Units Affordability by Household Incomes									
Current APN	Street Address	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Total Proposed Units by Project	Total Approved Units by Project	Total Disapproved Units by Project
n/a	13/52/53/54 Lyric Way, South El Monte CA 91733	0	0	0	0	0	0	4	4	4	0
8113-005-002	11308 Broad Blvd, South El Monte CA 91733	0	0	0	0	0	0	1	1	1	0
8113-005-009	1663 Bunker Ave, South El Monte CA 91733	0	0	0	0	0	0	1	1	1	0
n/a	9/13/17/21/25/29 Harmony Drive, South El Monte CA 91733	1	0	0	0	0	0	5	6	6	0
n/a	2/6/10/14/18/22 Harmony Drive, South El Monte CA 91733	0	0	0	0	0	0	6	6	6	0
n/a	26/30/34/38/42/46 Harmony Drive, South El Monte CA 91733	0	0	0	0	0	0	6	6	6	0

8118-022-055	10839 Horizons Drive, South El Monte CA 91733	0	0	0	0	0	0	1	1	1	0
8118-022-057	10853 Horizons Drive, South El Monte CA 91733	0	0	0	0	0	0	1	1	1	0
8118-022-059	10859 Horizons Drive, South El Monte CA 91733	0	0	0	0	0	0	1	1	1	0
8118-022-060	10863 Horizons Drive, South El Monte CA 91733	0	0	0	0	0	0	1	1	1	0
8118-022-061	10865 Horizons Drive, South El Monte CA	0	0	0	0	0	0	1	1	1	0
8118-022-062	1169 Jepson Lane, South El Monte CA 91733	0	0	0	0	0	0	1	1	1	0
8118-022-056	1166 Taj Lane, South El Monte CA 91733	0	0	1	0	0	0	0	1	1	0
8118-022-089	10850 Horizons Drive, South El Monte CA 91733	0	0	0	0	0	0	1	1	1	0
8118-022-088	10856 Horizons Drive, South El Monte CA 91733	0	0	0	0	0	0	1	1	1	0
8118-022-087	10858 Horizons Drive, South El Monte CA 91733	0	0	0	0	0	0	1	1	1	0

8118-022-086	10860 Horizons Drive, South El Monte CA 91733	0	0	0	0	0	0	1	1	1	0
8118-022-085	10866 Horizons Drive, South El Monte CA 91733	0	0	0	0	0	0	1	1	1	0
8118-022-084	10868 Horizons Drive, South El Monte CA 91733	0	0	0	0	0	0	1	1	1	0
8118-022-083	10870 Horizons Drive, South El Monte CA 91733	0	0	0	0	0	0	1	1	1	0
8116-005-008	1261 Lerma Road, South El Monte CA 91733	0	0	0	0	0	0	1	1	1	0
8102-029-026	49/53/57/61/65/69 Harmony Drive, South El Monte CA 91733	1	0	1	0	0	0	4	6	6	0
8102-029-026	50/54/58/62/66/70 Harmony Drive, South El Monte CA 91733	0	0	0	0	0	0	6	6	6	0
8113-009-037	1717 Burkett Road, South El Monte CA 91733	0	0	0	0	0	0	1	1	1	0
8118-001-008	1481 Lidcombe Ave, South El Monte CA 91733	0	0	0	0	0	0	1	1	1	0

8118-022-035	1166 Grace Lane, South El Monte CA 91733	0	0	0	0	0	0	1	1	1	0
8118-022-036	1168 Grace Lane, South El Monte CA 91733	0	0	0	0	0	0	1	1	1	0
8118-022-037	1170 Grace Lane, South El Monte CA 91733	0	0	0	0	0	0	1	1	1	0
8118-022-038	1172 Grace Lane, South El Monte CA 91733	0	0	0	0	0	0	1	1	1	0
8118-022-039	1178 Grace Lane, South El Monte CA 91733	0	0	0	0	0	0	1	1	1	0
8118-022-019	1179 Grace Lane, South El Monte CA 91733	0	0	0	0	0	0	1	1	1	0
8118-022-020	1173 Grace Lane, South El Monte CA 91733	0	0	0	0	0	0	1	1	1	0
8118-022-021	1171 Grace Lane, South El Monte CA 91733	0	0	0	0	0	0	1	1	1	0
8118-022-022	1169 Grace Lane, South El Monte CA 91733	0	0	0	0	0	0	1	1	1	0

8118-022-023	1165 Grace Lane, South El Monte CA 91733	0	0	0	0	0	0	1	1	1	0
8118-022-024	1163 Grace Lane, South El Monte CA 91733	0	0	0	0	0	0	1	1	1	0
8118-022-025	1161 Grace Lane, South El Monte CA 91733	0	0	0	0	0	0	1	1	1	0
8118-022-026	1159 Grace Lane, South El Monte CA 91733	0	0	0	0	0	0	1	1	1	0
8118-022-027	1155 Grace Lane, South El Monte CA 91733	0	0	0	0	0	0	1	1	1	0
8118-022-028	1153 Grace Lane, South El Monte CA 91733	0	0	0	0	0	0	1	1	1	0
8102-029-025	1/5/9/13/17/21 Aria Street, South El Monte CA 91733	1	0	1	0	0	0	4	6	6	0
8102-029-025	10/14/18/22/26/28 Aria Street, South El Monte CA 91733	0	0	0	0	0	0	6	6	6	0
8102-029-025	25/29/33/37/41/45 Aria Street, South El Monte CA 91733	0	0	0	0	0	0	6	6	6	0

8102-029-025	29/25/21/17 Lyric Way, South El Monte CA 91733	0	0	0	0	0	0	4	4	4	0
8102-029-025	1/5/9/13 Legato Road, South El Monte CA 91733	0	0	0	0	0	0	4	4	4	0
8102-029-025	50/54/58/62/66/ 70 Aria Street, South El Monte CA 91733	1	0	1	0	0	0	4	6	6	0
8102-029-025	49/53/57/61/65/ 69 Aria Street, South El Monte CA 91733	0	0	0	0	0	0	6	6	6	0
8113-006-025	1655 Bunker Ave, South El Monte CA 91733	0	0	0	0	0	0	1	1	1	0
8103-014-014	10438/10440 Weaver Street, South El Monte CA 91733	0	0	0	0	0	0	1	1	1	0
8118-004-016	10932 Farndon Street, South El Monte CA 91733	0	0	0	0	0	0	1	1	1	0
8117-023-005	9926 La Madrina Drive, South El Monte CA 91733	0	0	0	0	0	0	1	1	1	0
8118-005-031	11009 Farndon Street, South El Monte CA 91733	0	0	0	0	0	0	1	1	1	0

8113-006-007	1673 Fruitvale Ave, South El Monte CA 91733	0	0	0	0	0	0	1	1	1	0
8104-018-010	2540 Paulson Ave, South El Monte CA 91733	0	0	0	0	0	0	1	1	1	0
8104-024-013	10802 Klingerman Street, South El Monte CA 91733	0	0	0	0	0	0	1	1	1	0
8104-024-013	10802 Klingerman Street, South El Monte CA 91733	0	0	0	0	0	0	1	1	1	0
8103-007-014	2521 Luder Avenue, South El Monte CA 91733	0	0	0	0	0	0	1	1	1	0
8116-010-001	1641 Havenpark Ave, South El Monte CA 91733	0	0	0	0	0	0	1	1	1	0
8119-007-066	1047 Farmer Ave, South El Monte CA 91733	0	0	0	0	0	0	1	1	1	0
8117-023-005	9928 La Madrina Drive, South El Monte CA 91733	0	0	0	0	0	0	1	1	1	0

8119-007-037	1019 Farmer Ave, South El Monte CA 917333	0	0	0	0	0	0	1	1	1	0
8102-035-010	2628 Marybeth Ave, South El Monte CA 91733	0	0	0	0	0	0	1	1	1	0
8113-007-004	11418 E Broadmead Blvd, South El Monte CA 91733	0	0	0	0	0	0	1	1	1	0
8118-015-012	11142 Maplefield Street, South El Monte CA 91733	0	0	0	0	0	0	1	1	1	0
8113-008-044	1526 KayannPlace, South El Monte CA 91733	0	0	0	0	0	0	1	1	1	0
8104-025-015	2339 Granada Ave, South El Monte CA 91733	0	0	0	0	0	0	1	1	1	0
8114-017-023	1907 Cogswell Road, South El Monte CA 91733	0	0	0	0	0	0	1	1	1	0
8117-018-003	9911 Alesia Street, South El Monte CA 91733	0	0	0	0	0	0	1	1	1	0
Totals		4	0	4	0	0	0	119	127	127	0

Project Information												
Project Identifier					Unit Types				Density Bonus Applications			
Prior APN	Current APN	Street Address	Project Name	Local Jurisdiction Tracking ID	Unit Category	Tenure	Date Application Submitted	Was Application Submitted Pursuant to SB 35 Streamlining?	Was a Density Bonus requested for this housing development?	Was a Density Bonus approved for this housing development?	Please indicate the status of the application	Notes
8102-029-025	n/a	13/52/53/54 Lyric Way, South El Monte CA 91733	ECHO By Century Communities	BP# 27547 @ 13/52/53/54 Lyric Way	2 to 4	Owner	01/06/2021	No	Yes	Yes	Approved	This is a 4-plex Condominium with attached 2 car garage
8113-005-002	8113-005-002	11308 Broad Blvd, South El Monte CA 91733	N/A	BP# 27564 @ 11308 Broadmead Blvd - ADU	ADU	Owner	01/11/2021	No	No	N/A	Approved	Deed Restriction Recorded
8113-005-009	8113-005-009	1663 Bunker Ave, South El Monte CA 91733	N/A	BP # 27573 @ 1665 Bunker Ave - ADU	ADU	Owner	01/13/2021	No	No	N/A	Approved	Deed Restriction Recorded
8102-029-026	n/a	9/13/17/21/25/ 29 Harmony Drive, South El Monte CA 91733	ECHO By Century Communities	BP # 27625 @ 9/13/17/21/25/ 29 Harmony Drive	5+	Owner	02/03/2021	No	Yes	Yes	Approved	6-Plex Condominium with 2 car garage attached/ Fair Market For Sale Units
8102-029-026	n/a	2/6/10/14/18/2 2 Harmony Drive, South El Monte CA 91733	ECHO By Century Communities	BP # 27630 @ 2/6/10/14/18/2 2 Harmony Drive	5+	Owner	02/03/2021	No	Yes	Yes	Approved	6-Plex Condominium with 2 car garage attached/ Fair Market For Sale Units

8102-029-026	n/a	26/30/34/38/42 /46 Harmony Drive, South El Monte CA 91733	ECHO By Century Communities	BP # 27635@ 26/30/34/38/42 /46 Harmony Drive, South El Monte CA 91733	5+	Owner	02/03/2021	No	Yes	Yes	Approved	6-Plex Condominium with 2 car garage attached/ Fair Market For Sale Units
8118-022-055	8118-022-055	10839 Horizons Drive, South El Monte CA 91733	Horizons By Mayan Development	BP # 27649	SFA	Owner	02/04/2021	No	No	N/A	Approved	This is part of an 8-unit/ 3 Story Townhouse
8118-022-057	8118-022-057	10853 Horizons Drive, South El Monte CA 91733	Horizons By Mayan Development	BP# 27649	SFA	Owner	02/04/2021	No	No	N/A	Approved	This is part of an 8-unit/ 3 Story Townhouse
8118-022-059	8118-022-059	10859 Horizons Drive, South El Monte CA 91733	Horizons By Mayan Development	BP#27649	SFA	Owner	02/04/2021	No	No	N/A	Approved	This is part of an 8-unit/ 3 Story Townhouse
8118-022-060	8118-022-060	10863 Horizons Drive, South El Monte CA 91733	Horizons By Mayan Development	BP#27649	SFA	Owner	02/04/2021	No	No	N/A	Approved	This is part of an 8-unit/ 3 Story Townhouse
8118-022-061	8118-022-061	10865 Horizons Drive, South El Monte CA	Horizons By Mayan Development	BP#27649	SFA	Owner	02/04/2021	No	No	N/A	Approved	This is part of an 8-unit/ 3 Story Townhouse
8118-022-062	8118-022-062	1169 Jepson Lane, South El Monte CA 91733	Horizons By Mayan Development	BP# 27649	SFA	Owner	02/04/2021	No	No	N/A	Approved	This is part of an 8-unit/ 3 Story Townhouse

8118-022-056	8118-022-056	1166 Taj Lane, South El Monte CA 91733	Horizons By Mayan Development	BP# 27649	SFA	Owner	02/04/2021	No	No	N/A	Approved	This is part of an 8-unit/ 3 Story Townhouse - This unit was considered "Affordable" \$490K with Deed Restriction
8118-022-089	8118-022-089	10850 Horizons Drive, South El Monte CA 91733	Horizons By Mayan Development	BP# 27654	SFA	Owner	02/04/2021	No	No	N/A	Approved	This is part of a 7-unit / 3 Story Townhouse
8118-022-088	8118-022-088	10856 Horizons Drive, South El Monte CA 91733	Horizons By Mayan Development	BP# 27654	SFA	Owner	02/04/2021	No	No	N/A	Approved	This is part of a 7-unit / 3 Story Townhouse
8118-022-087	8118-022-087	10858 Horizons Drive, South El Monte CA 91733	Horizons By Mayan Development	BP# 27654	SFA	Owner	02/04/2021	No	No	N/A	Approved	This is part of a 7-unit / 3 Story Townhouse
8118-022-086	8118-022-086	10860 Horizons Drive, South El Monte CA 91733	Horizons By Mayan Development	BP# 27654	SFA	Owner	02/04/2021	No	No	N/A	Approved	This is part of a 7-unit / 3 Story Townhouse
8118-022-085	8118-022-085	10866 Horizons Drive, South El Monte CA 91733	Horizons By Mayan Development	BP# 27654	SFA	Owner	02/04/2021	No	No	N/A	Approved	This is part of a 7-unit / 3 Story Townhouse
8118-022-084	8118-022-084	10868 Horizons Drive, South El Monte CA 91733	Horizons By Mayan Development	BP# 27654	SFA	Owner	02/04/2021	No	No	N/A	Approved	This is part of a 7-unit / 3 Story Townhouse

Project Identifier					Unit Types		Date Application Submitted	Was Application Submitted Pursuant to SB 36 Streamlining?	Density Bonus Applications			Please indicate the status of the application	Notes
Prior APN	Current APN	Street Address	Project Name	Local Jurisdiction Tracking ID	Unit Category	Tenure			Was a Density Bonus requested for this housing development?	Was a Density Bonus approved for this housing development?			
		Horizons Drive, South El Monte CA 91733	Mayan Development										a 7-unit / 3 Story Townhouse
8116-005-008	8116-005-008	1261 Lerma Road, South El Monte CA 91733	N/A	BP# 27668 @ 1259 Lerma Road	ADU	Owner	02/10/2021	No	No	N/A	Approved	Deed Restriction Recorded	
8102-029-026	8102-029-026	49/53/57/61/65 /69 Harmony Drive, South El Monte CA 91733	ECHO By Century Communities	BP#27732	5+	Owner	03/24/2021	No	Yes	Yes	Approved	6-Plex Condominium with 2 car garage attached/ Fair Market For Sale Units	
8102-029-026	8102-029-026	50/54/58/62/66 /70 Harmony Drive, South El Monte CA 91733	ECHO By Century Communities	BP# 27737	5+	Owner	03/29/2021	No	Yes	Yes	Approved	6-Plex Condominium with 2 car garage attached/ Fair Market For Sale Units	
8113-009-037	8113-009-037	1717 Burkett Road, South El Monte CA 91733	N/A	BP# 27775 @ 1716 Burkett Road	ADU	Owner	04/29/2021	No	No	N/A	Approved	Deed Restriction Recorded	
8118-001-008	8118-001-008	1481 Lidcombe Ave, South El Monte CA 91733	N/A	BP# 27787 @ 1479 Lidcombe Ave	ADU	Owner	05/06/2021	No	No	N/A	Approved	Deed Restriction Recorded	
8118-022-035	8118-022-035	1166 Grace Lane, South El Monte CA 91733	Horizons By Mayan Development	BP# 27805	SFA	Owner	05/17/2021	No	No	N/A	Approved	5-unit / 3 Story Townhome	
8118-022-036	8118-022-036	1168 Grace Lane, South El Monte CA 91733	Horizons By Mayan Development	BP#27805	SFA	Owner	05/17/2021	No	No	N/A	Approved	5-unit / 3 Story Townhome	

8118-022-037	8118-022-037	1170 Grace Lane, South El Monte CA 91733	Horizons By Mayan Development	BP# 27810	SFA	Owner	05/17/2021	No	No	N/A	Approved	5-unit / 3 Story Townhome
8118-022-038	8118-022-038	1172 Grace Lane, South El Monte CA 91733	Horizons By Mayan Development	BP#27805	SFA	Owner	05/17/2021	No	No	N/A	Approved	5-unit / 3 Story Townhome
8118-022-039	8118-022-039	1178 Grace Lane, South El Monte CA 91733	Horizons By Mayan Development	BP#27805	SFA	Owner	05/17/2021	No	No	N/A	Approved	5-unit / 3 Story Townhome
8118-022-019	8118-022-019	1179 Grace Lane, South El Monte CA 91733	Horizons By Mayan Development	BP# 27810	SFA	Owner	05/17/2021	No	No	N/A	Approved	10-unit/3 Story Townhome
8118-022-020	8118-022-020	1173 Grace Lane, South El Monte CA 91733	Horizons By Mayan Development	BP #27810	SFA	Owner	05/17/2021	No	No	N/A	Approved	10-unit/3 Story Townhome
8118-022-021	8118-022-021	1171 Grace Lane, South El Monte CA 91733	Horizons By Mayan Development	BP#27810	SFA	Owner	05/17/2021	No	No	N/A	Approved	10-unit/3 Story Townhome
8118-022-022	8118-022-022	1169 Grace Lane, South El Monte CA 91733	Horizons By Mayan Development	BP#27810	SFA	Owner	05/17/2021	No	No	N/A	Approved	10-unit/3 Story Townhome
8118-022-023	8118-022-023	1165 Grace Lane, South El Monte CA 91733	Horizons By Mayan Development	BP#27810	SFA	Owner	05/17/2021	No	No	N/A	Approved	10-unit/3 Story Townhome
8118-022-024	8118-022-024	1163 Grace Lane, South El Monte CA 91733	Horizons By Mayan Development	BP#27810	SFA	Owner	05/17/2021	No	No	N/A	Approved	10-unit/3 Story Townhome

8118-022-025	8118-022-025	1161 Grace Lane, South El Monte CA91733	Horizons By Mayan Development	BP#27810	SFA	Owner	05/17/2021	No	No	N/A	Approved	10-unit/3 Story Townhome
8118-022-026	8118-022-026	1159 Grace Lane, South El Monte CA 91733	Horizons By Mayan Development	BP# 28710	SFA	Owner	05/17/2021	No	No	N/A	Approved	10-unit/3 Story Townhome
8118-022-027	8118-022-027	1155 Grace Lane, South El Monte CA 91733	Horizons By Mayan Development	BP# 28710	SFA	Owner	05/17/2021	No	No	N/A	Approved	10-unit/3 Story Townhome
8118-022-028	8118-022-028	1153 Grace Lane, South El Monte CA 91733	Horizons By Mayan Development	BP#28710	SFA	Owner	05/17/2021	No	No	N/A	Approved	10-unit/3 Story Townhome
8102-029-025	8102-029-025	1/5/9/13/17/21 Aria Street, South El Monte CA 91733	ECHO By Century Communities	BP#27827	SFA	Owner	06/01/2021	No	Yes	Yes	Approved	6-Plex Condominium with 2 car garage attached/ Fair Market For Sale Units
8102-029-025	8102-029-025	10/14/18/22/26 /28 Aria Street, South El Monte CA91733	ECHO By Century Communities	BP#27832	SFA	Owner	06/01/2021	No	Yes	Yes	Approved	6-Plex Condominium with 2 car garage attached/ Fair Market For Sale Units
8102-029-025	8102-029-025	25/29/33/37/41 /45 Aria Street, South El Monte CA 91733	ECHO By Century Communities	BP#27837	SFA	Owner	06/01/2021	No	Yes	Yes	Approved	6-Plex Condominium with 2 car garage attached/ Fair Market For Sale Units

8102-029-025	8102-029-025	29/25/21/17 Lyric Way, South El Monte CA 91733	ECHO By Century Communities	BP# 27842	SFA	Owner	06/08/2021	No	Yes	Yes	Approved	4-Plex/ 3 Story Condominium / Fair Market Unit
8102-029-025	8102-029-025	1/5/9/13 Legato Road, South El Monte CA 91733	ECHO By Century Communities	BP# 27883	SFA	Owner	09/09/2021	No	Yes	Yes	Approved	4-Plex/ 3 Story Condominium / Fair Market Unit
8102-029-025	8102-029-025	50/54/58/62/66 /70 Aria Street, South El Monte CA 91733	ECHO By Century Communities	BP# 27888	SFA	Owner	09/09/2021	No	Yes	Yes	Approved	6-Plex Condominium with 2 car garage attached/ Fair Market For Sale Units
8102-029-025	8102-029-025	49/53/57/61/65 /69 Aria Street, South El Monte CA 91733	ECHO By Century Communities	BP# 27893	SFA	Owner	09/09/2021	No	Yes	Yes	Approved	6-Plex Condominium with 2 car garage attached/ Fair Market For Sale Units
8113-006-025	8113-006-025	1655 Bunker Ave, South El Monte CA 91733	N/A	BP# 27903 @1654 Bunker Avenue	SFA	Owner	09/23/2021	No	No	N/A	Approved	Deed Restriction Recorded
8103-014-014	8103-014-014	10438/10440 Weaver Street, South El Monte CA 91733	N/A	BP# 27927 @ 10437 Weaver Street	SFA	Owner	11/30/2021	No	No	N/A	Approved	Deed Restriction Recorded
	8118-004-016	10932 Farndon Street, South El Monte CA 91733	N/A	BP# RES-ACC -21-018	ADU	Owner	04/17/2021	No	No	N/A	Approved	Deed Restriction Recorded

	8117-023-005	9926 La Madrina Drive, South El Monte CA 91733	N/A	BP# RES-ACC -21-008	ADU	Owner	04/27/2021	No	No	N/A	Approved	Deed Restriction Recorded
	8118-005-031	11009 Farndon Street, South El Monte CA 91733	N/A	BP# RES-ACC -21-003	ADU	Owner	05/05/2021	No	No	N/A	Approved	Deed Restriction Recorded
	8113-006-007	1673 Fruitvale Ave, South El Monte CA 91733	N/A	BP# RES-ACC -21-004	ADU	Owner	05/20/2021	No	No	N/A	Pending	Deed Restriction Recorded
	8104-018-010	2540 Paulson Ave, South El Monte CA 91733	N/A	BP# RES-ACC-21-005	ADU	Owner	05/25/2021	No	No	N/A	Pending	Deed Restriction Recorded
	8104-024-013	10802 Klingerman Street, South El Monte CA 91733	N/A	BP# RES-ACC -21-011@ 10804 3/4 Klingerman St	ADU	Owner	06/20/2021	No	No	N/A	Pending	Deed Restriction Recorded
	8104-024-013	10802 Klingerman Street, South El Monte CA 91733	N/A	BP# RES-ACC -21-012 @10802 1/2 Klingerman St	ADU	Owner	06/17/2021	No	No	N/A	Pending	Deed Restriction Recorded
	8103-007-014	2521 Luder Avenue, South El Monte CA 91733	N/A	BP# RES-ACC-21-014	ADU	Owner	07/21/2021	No	No	N/A	Pending	Deed Restriction Recorded
	8116-010-001	1641 Havenpark Ave, South El Monte CA 91733	N/A	BP# RES-ACC -21-015	ADU	Owner	07/30/2021	No	No	N/A	Pending	Deed Restriction Recorded

	8119-007-066	1047 Farmer Ave, South El Monte CA 91733	N/A	BP# RES-ACC -21-016	ADU	Owner	08/04/2021	No	No	N/A	Pending	Deed Restriction Recorded
	8117-023-005	9928 La Madrina Drive, South El Monte CA 91733	N/A	BP # RES-ACC-21-019	ADU	Owner	09/02/2021	No	No	N/A	Pending	Deed Restriction Recorded
	8119-007-037	1019 Farmer Ave, South El Monte CA 91733	N/A	BP# RES-ACC -21-020	ADU	Owner	09/22/2021	No	No	N/A	Pending	Deed Restriction Recorded
	8102-035-010	2628 Marybeth Ave, South El Monte CA 91733	N/A	BP# RES-ACC -21-021	ADU	Owner	10/04/2021	No	No	N/A	Pending	Deed Restriction Recorded
	8113-007-004	11418 E Broadmead Blvd, South El Monte CA 91733	N/A	BP# RES-ACC -21-023	ADU	Owner	10/21/2021	No	No	N/A	Pending	Deed Restriction Recorded
	8118-015-012	11142 Maplefield Street, South El Monte CA 91733	N/A	BP# RES-ACC -21-025	ADU	Owner	11/09/2021	No	No	N/A	Pending	Deed Restriction Recorded
	8113-008-044	1526 KayannPlace, South El Monte CA 91733	N/A	BP# RES-ACC -21-027	ADU	Owner	11/10/2021	No	No	N/A	Pending	Deed Restriction Recorded
	8104-025-015	2339 Granada Ave, South El Monte CA 91733	N/A	BP# RES-ACC -21-028	ADU	Owner	11/30/2021	No	No	N/A	Pending	Deed Restriction Recorded

	8114-017-023	1907 Cogswell Road, South El Monte CA 91733	N/A	BP# RES-ACC -21-030	ADU	Owner	12/08/2021	No	No	N/A	Pending	Deed Restriction Recorded
	8117-018-003	9911 Alesia Street, South El Monte CA 91733	N/A	BP# RES-ACC -21-032	ADU	Owner	12/28/2021	No	No	N/A	Pending	Deed Restriction Recorded

2021 SOUTH EL MONTE Housing Element Annual Progress Report

TABLE A2 - Annual Building Activity Report Summary - New Construction

Entitlements

Project Identifier			Affordability by Household Income - Entitlements								
Current APN	Street Address	Local Jurisdiction Tracking ID	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Entitlement Date Approved	# of Units Issued Entitlements
8118-022-056	1166 Taj Lane, South El Monte CA 91733		0	0	0	0	0	0	0		0
8118-022-034	10818 Horizons Drive, South El Monte CA 91733		0	0	0	0	0	0	0		0
8118-022-070	10838 Skyline Drive, South El Monte CA 91733		0	0	0	0	0	0	0		0
8118-022-078	10855 Skyline Drive, South El Monte CA 91733		0	0	0	0	0	0	0		0
8118-022-087	10858 Horizons Drive, South El Monte CA 91733		0	0	0	0	0	0	0		0
8118-022-064	10866 Skyline Drive, South El Monte CA 91733		0	0	0	0	0	0	0		0
8118-005-031	11009 Farndon Street, South El Monte CA 91733	RES-ACC-21-003	0	0	0	0	0	0	0		0

8113-005-009	1665 Bunker Ave, South El Monte CA 91733	BP# 27573	0	0	0	0	0	0	0		0
8113-005-002	11308 Broadmead Blvd, South El Monte CA 91733	BP# 27564	0	0	0	0	0	0	0		0
8118-001-008	1479 Lidvcombe Ave, South El Monte CA 91733	BP# 27787	0	0	0	0	0	0	0		0
8113-009-037	1717 Burkett Road, South El Monte CA 91733	BP# 27775	0	0	0	0	0	0	0		0
8116-005-008	1259 Lerma Ave, South El Monte CA 91733	BP# 27668	0	0	0	0	0	0	0		0
Totals			0	0	0	0	0	0	0		0

Building Permits											
Project Identifier			Affordability by Household Income - Building Permits								
Current APN	Street Address	Local Jurisdiction Tracking ID	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Building Permits Date Issued	# of Units Issued Building Permits
8118-022-056	1166 Taj Lane, South El Monte CA 91733		0	0	1	0	0	0	0	09/01/2021	1
8118-022-034	10818 Horizons Drive, South El Monte CA 91733		0	0	1	0	0	0	0	04/07/2021	1
8118-022-070	10838 Skyline Drive, South El Monte CA 91733		0	0	1	0	0	0	0	08/03/2021	1
8118-022-078	10855 Skyline Drive, South El Monte CA 91733		0	0	1	0	0	0	0	04/15/2021	1
8118-022-087	10858 Horizons Drive, South El Monte CA 91733		0	0	1	0	0	0	0	10/29/2021	1
8118-022-064	10866 Skyline Drive, South El Monte CA 91733		0	0	1	0	0	0	0	07/12/2021	1
8118-005-031	11009 Farndon Street, South El Monte CA 91733	RES-ACC-21-003	0	0	0	0	0	0	1	12/20/2021	1
8113-005-009	1665 Bunker Ave, South El Monte CA 91733	BP# 27573	0	0	0	0	0	0	1	01/13/2021	1

8113-005-002	11308 Broadmead Blvd, South El Monte CA 91733	BP# 27564	0	0	0	0	0	0	1	01/07/2021	1
8118-001-008	1479 Lidvcombe Ave, South El Monte CA 91733	BP# 27787	0	0	0	0	0	0	1	05/06/2021	1
8113-009-037	1717 Burkett Road, South El Monte CA 91733	BP# 27775	0	0	0	0	0	0	1	04/29/2021	1
8116-005-008	1259 Lerma Ave, South El Monte CA 91733	BP# 27668	0	0	0	0	0	0	1	02/10/2021	1
Totals			0	0	6	0	0	0	6		12

Certificate of Occupancy											
Project Identifier			Affordability by Household Income - Certificate of Occupancy								
Current APN	Street Address	Local Jurisdiction Tracking ID	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Certificates of Occupancy or other forms of readiness Date Issued	# of Units Issued Certificates of Occupancy or other forms of readiness
8118-022-056	1166 Taj Lane, South El Monte CA 91733		0	0	0	0	0	0	0		0
8118-022-034	10818 Horizons Drive, South El Monte CA 91733		0	0	0	0	0	0	0		0
8118-022-070	10838 Skyline Drive, South El Monte CA 91733		0	0	0	0	0	0	0		0
8118-022-078	10855 Skyline Drive, South El Monte CA 91733		0	0	0	0	0	0	0		0
8118-022-087	10858 Horizons Drive, South El Monte CA 91733		0	0	0	0	0	0	0		0
8118-022-064	10866 Skyline Drive, South El Monte CA 91733		0	0	0	0	0	0	0		0
8118-005-031	11009 Farndon Street, South El Monte CA 91733	RES-ACC-21-003	0	0	0	0	0	0	0		0

8113-005-009	1665 Bunker Ave, South El Monte CA 91733	BP# 27573	0	0	0	0	0	0	0		0
8113-005-002	11308 Broadmead Blvd, South El Monte CA 91733	BP# 27564	0	0	0	0	0	0	0		0
8118-001-008	1479 Lidvcombe Ave, South El Monte CA 91733	BP# 27787	0	0	0	0	0	0	0		0
8113-009-037	1717 Burkett Road, South El Monte CA 91733	BP# 27775	0	0	0	0	0	0	0		0
8116-005-008	1259 Lerma Ave, South El Monte CA 91733	BP# 27668	0	0	0	0	0	0	0		0
Totals			0	0	0	0	0	0	0		0

Project Information																	
Project Identifier					Unit Types					Housing with Financial Assistance and/or Deed Restrictions				Demolished/Destroyed Units			
Prior APN	Current APN	Street Address	Project Name	Local Jurisdiction Tracking ID	Unit Category	Tenure	Extremely Low Income Units	Was Project Approved using SB 35 Streamlining?	Infill Units?	Assistance Programs for each Development	Deed Restriction Type	Housing without Financial Assistance or Deed Restrictions	Term of Affordability or Deed Restriction	Number of Demolished/Destroyed Units	Demolished or Destroyed Units?	Demolished or Destroyed Units Owner or Renter	Notes
	8118-022-056	1166 Taj Lane, South El Monte CA 91733	Horizons By Mayan Development		SFA	Owner	0	N	N	Other	Other			0			Developer provided Affordable units; Buyer used Los Angeles County Home Ownership Program (HOP) funds & 45 year Regulatory Agreement Recorded

	8118-022-034	10818 Horizons Drive, South El Monte CA 91733	Horizons By Mayan Development		SFA	Owner	0	N	N	Other	INC			0			Developer provided Affordable units; Buyer used Los Angeles County Home Ownership Program (HOP) funds & 45 year Regulatory Agreement Recorded
	8118-022-070	10838 Skyline Drive, South El Monte CA 91733	Horizons By Mayan Development		SFA	Owner	0	N	N	Other	Other			0			Developer provided Affordable units; Buyer used Los Angeles County Home Ownership Program (HOP) funds & 45 year Regulatory Agreement Recorded

	8118-022-078	10855 Skyline Drive, South El Monte CA 91733	Horizons By Mayan Development		SFA	Owner	0	N	N	Other	Other			0			Developer provided Affordable units; Buyer used Los Angeles County Home Ownership Program (HOP) funds & 45 year Regulatory Agreement Recorded
	8118-022-087	10858 Horizons Drive, South El Monte CA 91733	Horizons By Mayan Development		SFA	Owner	0	N	N	Other	Other			0			Developer provided Affordable units; Buyer used Los Angeles County Home Ownership Program (HOP) funds & 45 year Regulatory Agreement Recorded

	8118-022-064	10866 Skyline Drive, South El Monte CA 91733	Horizons By Mayan Development		SFA	Owner	0	N	N	Other	Other			0			Developer provided Affordable units; Buyer used Los Angeles County Home Ownership Program (HOP) funds & 45 year Regulatory Agreement Recorded
	8118-005-031	11009 Farndon Street, South El Monte CA 91733	ADU	RES-ACC-21-003	ADU	Owner	0	N	N	Other	Other			0			Deed Restriction Recorded
	8113-005-009	1665 Bunker Ave, South El Monte CA 91733	ADU	BP# 27573	ADU	Owner	0	N	N	Other	Other			0			Deed Restriction Recorded
	8113-005-002	11308 Broadmead Blvd, South El Monte CA 91733	ADU	BP# 27564	ADU	Owner	0	N	N	Other	Other			0			Deed Restriction Recorded

	8118-001-008	1479 Lidvcombe Ave, South El Monte CA 91733	ADU	BP# 27787	ADU	Owner	0	N	N	Other	Other			0			Deed Restriction Recorded
	8113-009-037	1717 Burkett Road, South El Monte CA 91733	ADU	BP# 27775	ADU	Owner	0	N	N	Other	Other			0			Deed Restriction Recorded
	8116-005-008	1259 Lerma Ave, South El Monte CA 91733	ADU	BP# 27668	ADU	Owner	0	N	N	Other	Other			0			Deed Restriction Recorded

Density Bonus

Project Identifier				Density Bonus			
Current APN	Street Address	Local Jurisdiction Tracking ID	Deed Restriction Type	Total Density Bonus Applied to the Project (Percentage Increase in Total Allowable Units or Total Maximum Allowable Residential Gross Floor Area)	Number of Other Incentives, Concessions, Waivers, or Other Modifications Given to the Project (Excluding Parking Waivers or Parking Reductions)	List the incentives, concessions, waivers, and modifications (Excluding Parking Waivers or Parking Modifications)	Did the project receive a reduction or waiver of parking standards? (Y/N)

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TABLE B - Regional Housing Needs Allocation Progress

Permitted Units Issued by Affordability

Income Level	RHNA Allocation	Restrictions	Year 1 - 2021	Year 2 - 2022	Year 3 - 2023	Year 4 - 2024	Year 5 - 2025	Year 6 - 2026	Year 7 - 2027	Year 8 - 2028	Year 9 - 2029	Total Units to Date (all years)	Total Remaining RHNA by Income Level
Very Low*	131	Deed restricted	0	0	0	0	0	0	0	0	0	0	131
		Non-Restricted	0	0	0	0	0	0	0	0	0		
Low	64	Deed restricted	6	0	0	0	0	0	0	0	0	6	58
		Non-Restricted	0	0	0	0	0	0	0	0	0		
Moderate	70	Deed restricted	0	0	0	0	0	0	0	0	0	0	70
		Non-Restricted	0	0	0	0	0	0	0	0	0		
Above Moderate	312		6	0	0	0	0	0	0	0	0	6	306
Total Units			12	0	0	0	0	0	0	0	0	12	
Total RHNA	577	Total Remaining Need for RHNA Period											565

*Note: Units serving extremely low-income households are included in the very low-income permitted units totals

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TABLE C - Sites Identified or Rezoned to Accommodate Shortfall Housing Need

No Data Available

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TABLE D - Program Implementation Status

Housing Programs Progress Report - Government Code Section 65583			
Program Description			
Name of Housing Element Program	Objective	Timeframe in H.E.	Status of Program Implementation
AFFORDABLE HOUSING OVERLAY ZONE	Affordable Housing Overlay establishes specific incentives for the development of affordable housing. The Overlay will provide a range of potential regulatory concessions for affordable projects, including flexibility in height limits, reduced parking, minimal setbacks, and/or reduced open space requirements. Incentives include waiving some or all of the development fees. Residential development within mixed-use areas is permitted both as stand-alone residential infill, as well as an integrated mixed-use developments. The Affordable Housing Overlay may also be used on a project-by-project basis in R-3 neighborhoods for quality affordable developments which blend well with the surrounding neighborhood.	Continuous	This is an ongoing effort and will continue
IMPLEMENTATION OF MIXED USE (C-R) ZONE	The City amended the Zoning Ordinance to permit mixed-use development using the new C-R zone district, the designation will permit both stand-alone infill residential development as well as traditional mixed-use development where commercial uses and residential uses are located in the same structure. (Commercial Residential) zone district.	Continuous	This is an ongoing effort and will continue
GENERAL PLAN AND ZONING ORDINANCE REVIEW AND UPDATE.	There will be an annual review of the General Plan to document its consistency with the Housing Element goals, policies, and programs.	Continuous	This is an ongoing effort and will continue

SECOND UNIT HOUSING PROGRAM	The first element of this program involves the continued use of a zoning provision that will continue to permit the development of an additional (second) housing unit on any R-1 Zoned lot. The additional housing units are permitted by right as long as they conform to the development standards for the R-1 Zone. An expanded component of this existing program will permit the City to waive application fees if the property owner agrees to an affordability covenant that would place an affordability restriction on the new units for a given period.	Continuous	The Accessory Dwelling Unit Ordinance was amended and adopted in the last quarter of 2017. The City continues to promote this program.
HOUSING CHOICE VOUCHER PROGRAM	A federally funded rental program that assists very low-income families, elderly, and disabled households. Decent, safe, and sanitary housing units are provided to households through rental vouchers. Participants may find their own housing including single-family homes, townhouse, and apartments. The Baldwin Park Housing Authority administers the Housing Vouchers for five jurisdictions in the region including South El Monte. Participants are able to select any housing that meets the requirements of the program and is not limited to units located in subsidized housing projects. The City of South El Monte has approximately 40 residents who currently participate in this program.	Continuous	This program is ongoing.
IDENTIFICATION OF ELI AND LOW INCOME HOUSING FUNDING SOURCES	The City proactively continues to pursue available funding sources to assist in the development of lower income, including extremely low-income housing. The City continues to apply for State and Federal assistance including, but not limited to, CDBG and Home funding. Other funding sources will continue to be explored including Prop 1-C and Local Housing Trust Funds.	Continuous	This program is ongoing and will be continued.

LOT CONSOLIDATION PROGRAM	In the absence of redevelopment, the City has limited options to assemble individual privately-owned properties for new larger developments. As a result, the City is required to rely solely on the private market to accomplish a consolidation of lots. This program is an ongoing program that recognizes the importance of public-private partnerships in assembling and redeveloping infill parcels.	Continuous	The program is ongoing and will be continued.
EMERGENCY HOUSING PROGRAM	The City recently amended the Zoning Ordinance to permit emergency shelters in an area located in the northwestern portion of the City just south of Garvey Avenue and west of Rosemead Boulevard. The City's Zoning Ordinance was amended to permit such uses by right without discretionary review within this zone, and to ensure emergency shelters are only subject to the same development and management standards that apply to other allowed uses within the overlay area. This zone was specifically selected because of its proximity to transportation, public services, and the underlying uses that could more easily accommodate the use.	2014-2021	The rezoning has been completed though the City will continue to ensure that the available zoning is identified so that it may be effectively implemented.
TRANSITIONAL HOUSING PROGRAM	To comply with State law, the City of South El Monte has amended the Zoning Ordinance to permit transitional housing as a residential use and only subject to those restrictions that apply to other residential uses of the same type in the same zone (Ordinance No. 1183).	2014-2021	The Zoning Ordinance Amendment has been completed.
SUPPORTIVE HOUSING PROGRAM	The City of South El Monte has amended the Zoning Ordinance to permit supportive housing as a residential use and only subject to those restrictions that apply to other residential uses of the same type in the same zone (Ordinance No. 1183).	2014-2021	The Zoning Ordinance Amendment has been completed.

SANTA ANITA AVENUE MIXED-USE AND SROHOUSING PROGRAM	The recent rezoning and General Plan Amendment now permits residential developments and mixed-use projects as infill development within the overlay zone. The rezoning now permits conventional mixed-use development that would involve ground level commercial uses with residential units in the above ground levels, infill developments consisting of entirely residential land uses, and developments where residential units and commercial uses would share the same parcel. In addition, single room occupancy (SRO) developments would be permitted pursuant to State law.	2014-2021	The City has completed the required rezoning that implements this program which was initiated during the previous 4th Housing Element Cycle.
COUNTYWIDE AFFORDABLE RENTAL HOUSING DEVELOPMENT PROGRAM	Financial assistance is provided through the provision of "gap" financing in the form of both short- and long-term loans for construction and permanent financing, as well as funds for nonprofit housing developers and HOME-designated Community Housing Development Organization (CHDO) activities.	2014-2021	This program is administered by the Los Angeles County Development Authority (LACDA). The City promotes this program on an ongoing basis.
COUNTYWIDE AFFORDABLE HOME OWNERSHIP PROGRAM	This program provides funding in the form of second mortgages to increase home ownership units that are affordable to low- and moderate-income persons. This program facilitates the acquisition of existing structures suitable for home ownership opportunities for low- and moderate-income persons. Where appropriate, this program will be used in conjunction with the County's Housing Bond and Mortgage Credit Certificate Programs.	2014-2021	This program is administered through Los Angeles Urban County HOME allocation. The City promotes this program on an ongoing basis.
FIRST TIME HOME BUYER PROGRAM	The Cal Home First Homebuyers Program consists of a \$25,000 down payment assistance program for qualified applicants. Depending on the project, the assistance may increase to a maximum amount of \$60,000.00. The loan is zero interest and must be repaid in 30 years. The program evaluates family size, family income, citizenship/residency, and type of property being purchased.	2014-2021	This program has expended it's funds through CalHome funds.

OWNER OCCUPIED REHABILITATION PROGRAM	The Owner Occupied Rehabilitation Program consists of a maximum loan amount of \$25,000 for qualified home rehabilitation that is secured through a Deed of Trust. The loan is a 30-year, zero interest loan, that will not need to be repaid until the property transfers title or the 30-year term expires. Some of the repairs that are included in the program include, but not limited to, roof replacement, exterior painting, new windows, plumbing, electrical repairs, termite fumigation, and health and safety repairs.	2014-2021	This program has expended it's funds through CalHome funds.
MORTGAGE CREDIT CERTIFICATE PROGRAM	The Mortgage Credit Certificate (MCC) Program leverages home ownership assistance by issuing certificates to income-qualified first-time home buyers authorizing the household to take a credit against Federal income taxes of up to 20% of the annual mortgage interest paid. The mortgage payments are used to repay the bonds; there is no City guarantee required.	2014-2021	This program is offered through the County and it's funds.
REASONABLE ACCOMMODATION PROGRAM	Facilitate the development, maintenance, and improvement of housing for persons with disabilities; reduce processing time for reasonable accommodation requests by 50 percent.	Continuous	The program is ongoing and will be continued.
GREEN CITY PROGRAM	Green City" refers users to a wide range of initiatives designed to improve the local environment. Key elements include energy conservation measures, recycling, water conservation, and the use of alternative transit. The programs includes rebates for energy conserving refrigerators, water heaters, and other household appliances	Continuous	The program is ongoing and will be continued.
WATER CONSERVATION PROGRAM	The City of South El Monte shall promote water conservation (drought-tolerant landscaping, water conserving plumbing fixtures, etc.) in the review of new development.	Continuous	The program is ongoing and will be continued.

FAIR/EQUAL HOUSING PROGRAM	This City program is designed to promote equal housing opportunities in South El Monte	Continuous	The program is ongoing and will be continued.
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TABLE E - Commercial Development Bonus Approved pursuant to GC Section 65915.7

No Data Available

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TABLE F - Annual Building Activity Report Summary - Units Rehabilitated, Preserved and Acquired pursuant to GC Section 65583.1(c)(2)

	Affordability by Household Incomes (Units that DO NOT count towards RHNA)				
Activity Type	Extremely Low-Income	Very Low-Income	Low-Income	Total Units	Description of Activity
Rehabilitation Activity	0	0	0	0	
Preservation of Units At-Risk	0	0	0	0	
Acquisition of Units	0	0	0	0	
Mobilehome Park Preservation	0	0	0	0	
Total Units by Income	0	0	0	0	
	Affordability by Household Incomes (Units that DO count towards RHNA)				
Activity Type	Extremely Low-Income	Very Low-Income	Low-Income	Total Units	Description of Activity
Rehabilitation Activity	0	0	0	0	
Preservation of Units At-Risk	0	0	0	0	
Acquisition of Units	0	0	0	0	
Mobilehome Park Preservation	0	0	0	0	
Total Units by Income	0	0	0	0	

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TABLE G - Locally Owned Lands Included in the Housing Element Sites Inventory that have been sold, leased, or otherwise disposed of (CCR Title 25 §6202)

No Data Available

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TABLE H - Locally Owned Surplus Sites (CCR Title 25 §6202)

No Data Available

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LEAP Reporting (CCR Title 25 §6202)

Total Award Amount	150,000.00				
Task	\$ Amount Awarded	\$ Cumulative Reimbursement Requested	Task Status	Other Funding	Notes
Land Management System	150,000.00	137,095.00	Completed	Local General Fund	Awaiting reimbursement



City Council Agenda Report

Agenda Item No. 7.e.

DATE: April 12, 2022

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

SUBMITTED BY: William Fox, Interim Finance Director

SUBJECT: CONSIDERATION AND APPROVAL OF CLASSIFICATION AND COMPENSATION STUDY SURVEY CITIES

SUMMARY: Staff will move forward with the survey cities chosen as comparators for the classification and compensation study. The City established specific parameters to identify those cities that best provide a standard point of reference against which the City of South El Monte may be compared. There were twelve cities that were identified and will be used for this study.

RECOMMENDED ACTION: Staff recommends City Council receive and file the agencies considered as survey cities for the classification and compensation study.

FISCAL IMPACT: There is no immediate fiscal impact associated with the approval of survey cities for the classification and compensation study.

DISCUSSION: On September 28, 2021, City Council approved a Request for Proposal to solicit proposals from qualified firms for a City-wide classification and compensation study. The City Manager, Interim Finance Director, and Interim Personnel Analyst participated in the selection of the consulting firm for this study. Staff was not required to bring back the consulting firm chosen to City Council for approval as the contract amount fell within the City Manager's signature authority at \$30,350. The selection panel chose Transformance Consulting. This was based upon their qualifications, experience, and the lowest quote received. As part of the study, the City, along with the Consultant's guidance, selected twelve survey cities as comparable benchmark cities.

In selecting survey cities, the primary considerations were identifying cities that represent comparable personnel needs, geographical proximity, community characteristics, and professional expectations. The goal was to have ten to twelve cities surveyed, which compared to the City in similar aspects. The parameters selected to identify those cities were: city population, number of full-time equivalent positions, distance to South El Monte, land area in square miles, and median household income. By using the selected parameters, the City was able to narrow down the cities which compared favorably. The

following cities were selected to be used in the salary survey: Artesia, Cudahy, Duarte, El Monte, La Cañada Flintridge, Maywood, Montbello, Pico Rivera, Rosemead, Santa Fe Springs, Temple City and Walnut.

It is notable that not all of the cities listed above are considered "contract cities" that utilize Los Angeles County for police and fire services. However, the other segments of their workforce have comparable duties and responsibilities. It was determined, through the scoring system used, that the selected cities were rated favorably to the City based on the selected criteria and parameters. The methodology used is considered best practice for benchmarking employee classifications and compensation.

As the next step, the City will meet and consult with the two labor unions to review the list of comparable cities to be used in the survey.

ATTACHMENT(S):

None



City Council Agenda Report

Agenda Item No. 8.a.

DATE: April 12, 2022

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

SUBMITTED BY: Colby Cataldi, Community Development Director

SUBJECT: CONSIDERATION AND APPROVAL OF RESOLUTION NO. 22-24, ADOPTING A MITIGATED NEGATIVE DECLARATION, MITIGATION MONITORING AND REPORTING PROGRAM, AND GENERAL PLAN AMENDMENT, RESOLUTION 22-25, ADOPTING A SPECIFIC PLAN, AND FIRST READING OF ORDINANCE NO. 1258 FOR A PROPOSED ZONE CHANGE

SUMMARY: KB Home, ("Applicant") is proposing the development of 207 residential homes (169 single family and 38 multi-family units) totaling 408,104 square feet, along with a recreation area that includes a pool. The units will be three stories and have a maximum building height of 35 feet 8 inches for the multi-family townhomes, with 3-story single family unit heights ranging from 32 feet 8 inches to 34 feet 7 inches ("Proposed Project" or "Project"). The Proposed Project will include the sale of 186 market rate and 21 moderate income dwelling units.

RECOMMENDED ACTION: Staff recommends City Council:

1. Conduct a public hearing;
2. Take public testimony;
3. Adopt Resolution No. 22-24, adopting a Mitigated Negative Declaration, Mitigation Monitoring and Reporting Program, and General Plan Amendment;
4. Adopt Resolution No. 22-25 adopting a Specific Plan;
5. Waive first reading and introduce Ordinance No. 1258, amending the zoning designation for properties located at 2540 Rosemead Boulevard (APN 8102-037-020), 2559 and 2603 Chico Avenue (APNs 8102-037-017 and 8102-037-024, respectively), and APN 8102-037-022; and
6. Set said ordinance for adoption at the next regular city council meeting.

FISCAL IMPACT: No fiscal impact.

DISCUSSION: The Planning Commission reviewed the Applicant's request for the Proposed Project on March 15, 2022 and voted 4-0 to conditionally approve the Site Plan Review ("SPR") and Subdivision request upon City Council's adoption of the Mitigated Negative Declaration ("MND"), Mitigated Monitoring & Reporting Program ("MMRP"), Specific Plan ("SP"), Zone Change ("ZC"), and General Plan Amendment ("GPA").

Starlite Specific Plan

A Specific Plan has been created to allow for the unique design of the Project that does not fit the available land-use application categories within the existing Zoning Code text. The Specific Plan being proposed for the 12.3 acre property will cover design guideline and the development regulations including density, permitted uses, encroachments, fences and walls, and allowable signage for the project. The development parameters being proposed include but are not limited to a maximum of 207 dwelling units, a maximum density of 16.88 dwelling units per acre, the site is to be gated, required garage parking for each dwelling as well as one guest parking spot for every two units, and includes a planting guide with required Mediterranean and local plants.

The Specific Plan is consistent with the R-3 (Multi-Family Residential) zone, with some deviations including allowing for lots of 1,250 square feet, maximum of three stories, lot coverage of 70%, and reduced setbacks to property lines and other buildings. Parking requirements stay the same with each unit requiring a two-car garage, and guest parking has a higher requirement of one space for every two units instead of current R-3 requirements which is one space for every four units.

General Plan Amendment

Three of the four parcels have a "Commercial-Manufacturing" Land Use Designation in the City's General Plan with the fourth parcel designated as Medium Density Residential; the Applicant is requesting a General Plan amendment to allow for a change in land use designation from Commercial-Manufacturing to Medium Density Residential. The proposed amendment would allow the site to be developed with a mix of single and multi-family units at a density of 16.88 dwelling units per acre. This density exceeds the maximum allowed in Medium Density Residential designations, but was increased by applying for a Density Bonus per Section 65915 of the California Government Code (further explained below). The Applicant is also requesting a change to the Circulation Element to remove the extension of Fern Street from Chico Avenue to Rosemead Boulevard. The proposed General Plan amendment will promote balanced and dynamic economic growth in the area, and address the residential needs of the City and surrounding region. In addition to the change to the Land Use Element, the new Housing Element cycle requires that the City provide 576 new housing units, with 263 being affordable units, in the next eight years, and this Project would help the City achieve these numbers. The proposed amendment would also be consistent with the following goals and objectives of the Land Use and Housing Elements of the General Plan:

Land Use Element

Goal 1.0: Maintain a balanced mix and distribution of land uses throughout South El Monte by allowing for the establishment of a large residential development increasing residential units which are lacking in the City.

Policy 1.1: Provide opportunities for housing development at a range of densities and housing types that accommodate the varied interests and needs of present and future residents. This Project will serve the area by greatly expanding the housing stock in the City. Currently the Property is undeveloped, and will create 207 for sale units including affordable units.

Policy 1.2: *Allow for the transition of mixed-density neighborhoods to higher density development consistent with underlying General Plan land use and zoning designations.* The multi-family neighborhood to the north has an average density of approximately 12 dwelling units per acre and this Project will provide a higher density of 16.88 dwelling units per acre.

Goal 3.0: *Accommodate new development that is compatible with and complements existing land uses* by allowing for the establishment of a large residential development that fits with the surrounding uses including the adjacent residential and commercial uses.

Goal 6.0: *Provide for the revitalization of deteriorating land uses and properties* by developing a property that has lain undeveloped for many years and has been underdeveloped.

Housing Element

Goal 1: *An adequate supply of a variety of housing types to meet the existing and future needs of City residents* by allowing the proposed Project to offer a mix of new multi-family and single family units that will help provide for the needs of residents.

Policy 1.1: *The City shall provide adequate sites to facilitate the development of a range of residential development types that fulfills its regional housing needs, including low-density single-family units, moderate- to higher-density single-family attached and multiple-family units.* This development will fulfill a housing need the City has by providing multi-family and single family units at a range from moderate income to market rate.

Goal 3: *Compatible land uses that meet the needs of residents, employers and employees.* The development of housing in this area will help visually as well as physically seamlessly transition between the residential uses in the area and industrial uses.

Policy 3.3: *The City shall encourage development of higher density housing in close proximity to public transportation, services, employment, recreation, and other resources and amenities.* This is accomplished through the Project consisting of a medium density development located near high quality bus routes that are less than 0.25 miles away and compatible commercial uses.

The Project is proposing 21 affordable housing units distributed as 17 moderate single family units, 2 low income multi-family units, and 2 very low income multi-family units. Considering the current challenges of selling low and very low income units, Planning Commission approved a 6 month sales period after completion of the units, where if the low and very low income units do not sell within the 6-month period, the units would move up an income level (very low income to low income, and low income to moderate income).

Zone Change

In order to allow for the proposed use, a change to the zoning designation will also be required. Currently, the zoning of the Property is “C-M” (Commercial-Manufacturing) and “R-3” (Multi-Family Residential) the zoning designation would have to be amended to be consistent with the Property’s new land use designation. Therefore, the request includes a zone change from “C-M” to “R-3” (Multi-Family Residential) in order to allow for the development of the Project. The newly adopted Starlite Specific Plan would then be overlaid on the Property.

The rezoning of the Property to R-3 would allow for the creation of a quality residential development at the site which would help alleviate a housing need in the City.

As analyzed by staff, the proposed change is compatible with the existing uses in the surrounding area along Rosemead Boulevard and Chico Avenue. The immediate surrounding area is made up of a mix of commercial, residential, and industrial uses which complement the proposed Project.

Therefore, staff has determined that the following findings can be made in favor of the proposed zone change pursuant to South El Monte Municipal Code (“SEMMC”) Section 17.66.040 (Planning Commission procedure) of Chapter 17.66 (Amendments to Zoning Regulations) of the South El Monte Municipal Code:

1. *Substantial proof exists that the proposed change will promote the public health, safety, convenience and general welfare of the citizens of the City* by allowing for the development of the property with residential uses that will benefit the City as a whole. Currently, the property is underdeveloped and underutilized and the proposed change will allow for improvements to the property that will address housing needs and beautify the site.
 2. *The proposed change is in conformance with the purpose of Chapter 17.66 (Amendments to Zoning Regulations) the Municipal Code, and with all applicable, officially adopted policies and plans* by changing the Property to the Multi-Family Residential Zone so that the residential development will conform to the Zoning Code and General Plan.
 3. *Streets and public facilities existing or proposed are adequate to serve all uses permitted when the property is reclassified* since the use will not change the level of service of the surrounding streets because the surrounding area is already developed as commercial, manufacturing, and residential. Also, it was found that the wastewater generation, storm drainage facilities, and water services are all anticipated to meet project demands.
 4. *All uses permitted when the Property is reclassified will be compatible with present and potential future uses, and further, existing regulations applying to the property in question* since the current Property is undeveloped, the proposed change in zone would be compatible with present or future uses. Residential uses have existed on the site in the past, and the area to the north is also developed with residential uses which comply with the SEMMC and existing commercial uses are compatible with and complement the proposed Project.
- Vesting Tentative Tract Map

Vesting Tentative Tract Map No. 083399 will allow for the merger of four parcels into two lots and the creation of 207 residential units. The proposed subdivision of the Property is consistent with the General Plan and Zoning Ordinance upon adoption of the change by City Council. The proposed subdivision will create a commercial lot that will not be part of the project, and a second lot that will consist of the 207 housing units .

Per SEMMC Section 16.16.025, the Planning Commission shall not approve a tentative map where:

1. *The proposed subdivision, including design and improvements, is not consistent with the general plan or any applicable specific or precise plan.* With the adoption and approval of Resolution Nos. 21-05 and 21-17 by City Council, the subdivision will be consistent with the General Plan and proposed Specific Plan.
2. *The site is not physically suitable for the type or proposed density of development.* The grade of the land is flat and suitable for residential development and can support higher density.

3. *The design of the subdivision or the proposed improvements is likely to cause substantial environmental damage or injure fish or wildlife or their habitat.* An Initial Study was conducted and staff is of the opinion, based on the Initial Study, there will be no significant impact on the environment with adoption of a Mitigated Negative Declaration (“MND”) and Mitigation Monitoring and Reporting Program (“MMRP”).
4. *The design of the subdivision or type of improvements is likely to cause serious public health problems.* The IS/MND determined that there is less than significant impact with mitigation measures in effect for air quality.
5. *The design of the subdivision or the type of improvements will conflict with easements, acquired by the public at large for access through or use of, property within the proposed subdivision. The city may approve the subdivision if the city finds that the subdivider will provide alternate easements for access or use that are substantially equivalent to the easements previously acquired by the public. This subsection shall apply only to easements of record, or to easements established by judgment of a court of competent jurisdiction.* There are no conflicts of existing easements since the Applicant incorporated these into the design of the Project. If the site plan is redesigned to incorporate the expansion of Fern Street, public easements will be taken into account.
6. *The discharge of sewage from the proposed subdivision into the community sewer system would result in violation of existing requirements prescribed by the California Regional Water Quality Control Board.* A sewer study was conducted and found that no violation would occur.
7. *A preliminary soils report or geological hazard report indicates adverse soil or geological conditions and the subdivider has failed to provide sufficient information to the satisfaction of the city engineer that the subdivider can correct such conditions.* All preliminary reports were submitted to the satisfaction of the City and will be confirmed by the City Engineer.
8. *The proposed subdivision is not consistent with all applicable provisions of the municipal code and the Subdivision Map Act.* Staff has determined that the Project meets all the provisions of the Subdivision Map Act as well as the SEMMC as detailed in the attached Staff Report.

As proposed, the requested Vesting Tentative Tract Map meets all of the development standards of the State Subdivision Map Act and Title 16 of the Municipal Code for the City of South El Monte. The proposed subdivision is consistent with the proposed General Plan change and meets development standards for mixed-use commercial and residential development.

ENVIRONMENTAL REVIEW: An Initial Study was conducted and Mitigated Negative Declaration was prepared pursuant to the guidelines of the California Environmental Quality Act (Administrative Code, Title 14, Chapter 3, §15063; §15070). The public review period took place between January 14 and February 14, 2022. The study concluded that there will be less than significant impacts with project mitigation.

CONCLUSION: The proposed Project is consistent with the proposed General Plan amendment and Zone Change. The Project meets all of the development standards of the California Subdivision Map Act and the South El Monte Municipal Code, provided that the City Council adopts the Starlite Specific Plan. The proposed residential development will provide much needed high quality new housing for the City, including affordable housing opportunities. In staff’s opinion the proposed Project is well designed,

representing a quality residential development that will promote opportunities for the City. The proposed Project will develop a site that has been underutilized into a viable asset for the City and the community, generating property taxes and increasing property values.

Staff Report Prepared by: Ian McAleese, Assistant Planner

ATTACHMENT(S):

- A. Ordinance No. 1258
- B. Resolution No. 22-24
- C. Resolution No. 22-25
- D. Initial Study/Negative Declaration
- E. Appendices for Initial Study/Negative Declaration

ATTACHMENT A

ORDINANCE NO. 1258

AN ORDINANCE OF THE CITY OF SOUTH EL MONTE ADOPTING ZONE CHANGE AMENDING THE ZONING DESIGNATION FOR PROPERTIES LOCATED IN THE CITY OF SOUTH EL MONTE AT APNs 8102-037-020 (2540 ROSEMEAD BOULEVARD), 8102-037-024 (2559 CHICO AVENUE), AND 8102-037-022, TO CHANGE THE EXISTING ZONING DESIGNATION FROM COMMERCIAL-MANUFACTURING TO MULTI-FAMILY RESIDENTIAL

WHEREAS, KB Home (“Applicant”) has filed an application for a General Plan Amendment and Zone Change to change the land use designation for the following real properties in the City of South El Monte: Assessor’s Parcel No. 8102-037-020 (2540 Rosemead Boulevard); Assessor’s Parcel No. 8102-037-024 (2603 Chico Avenue); and Assessor’s Parcel No. 8102-037-022 (collectively, “Property” or “project site”) from the zoning designation of “Commercial-Manufacturing” to “Multi-Family Residential” in order to allow for a residential development on the approximately 12.3-acre project site. The project consists of attached and detached two-, three-, and four-bedroom dwelling units, a recreation center, and common open space. (“Project” or “proposed Project”);

WHEREAS, pursuant to South El Monte Municipal Code (“SEMMC”) Section 17.66.040, the Project requires Planning Commission review and recommendation to City Council because the Project consists of property rezoning; and

WHEREAS, a public hearing was held before the Planning Commission on March 15, 2022, to consider the application. All evidence, both written and oral, presented during said public hearing was considered by the Planning Commission in making its determination and it voted unanimously to recommend adoption/approval of the resolution/ordinance; and

WHEREAS, a public hearing was held before the City Council on April 12, 2022, to consider the application. All evidence, both written and oral, presented during said public hearing was considered by the City Council in making its determination.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SOUTH EL MONTE HEREBY FINDS, RESOLVES, AND ORDERS AS FOLLOWS:

SECTION 1: Pursuant to the provisions of the California Environmental Quality Act (Public Resources Code Sections 21000, et seq. (“CEQA”), the State CEQA Guidelines (“Guidelines” and California Code of Regulations, Title 14, Sections 15000, et seq.), and the City’s Local CEQA Guidelines, City staff had an Initial Study prepared of the potential environmental effects of the proposed Project, including the adoption of a General Plan amendment and Zone Change, and adoption of a Specific Plan. Based on the information contained in the Initial Study, staff determined that there was less than substantial evidence that approval of the Project may have significant environmental impact, with mitigating measures. Accordingly, the City prepared a Mitigated Negative Declaration in accordance with Section 15070 of the State CEQA Guidelines.

Notice of the preparation of the Mitigated Negative Declaration was posted for the period of January 14, 2022, through February 14, 2022. Pursuant to Section 15074(b) of the Guidelines, the City Council independently reviewed and considered the contents of the Initial Study and the Mitigated Negative Declaration. Pursuant to the City Council's adoption of this Resolution No. 22-24, the City Council adopts the Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program for the Project in compliance with CEQA Guidelines

The Initial Study/Mitigated Negative Declaration (State Clearing House No. 2022010219), with supporting studies, is incorporated herein by reference, and can be found on the City's website. A copy of the Initial Study/Mitigated Negative Declaration can be found at the State Clearinghouse, and at the City's Community Development Division. The Project's Mitigation Monitoring & Reporting Program is attached hereto as Exhibit "B".

Based on the initial study, the Mitigated Negative Declaration, the comments received thereon, and the record before the City Council, the City Council hereby finds that the Mitigated Negative Declaration prepared for the Project represents the independent judgment of the City and that there is no substantial evidence that the approval of the Project, including the proposed General Plan amendment and zone change may have any significant environmental impact with mitigating measures implemented. The documents and other materials, which constitute the record on which this decision is based, are maintained by the City's Department of Community Development

SECTION 2: Pursuant to Municipal Code section 17.66.040, the City Council hereby finds as follows for the proposed Zone Change (No. 21-17):

1. *Substantial proof exists that the proposed change will promote the public health, safety, convenience and general welfare of the citizens of the City* by allowing for the development of the property with residential uses that will benefit the City as a whole. Currently, the property is underdeveloped and underutilized and the proposed change will allow for improvements to the property that will address housing needs and beautify the site.
2. *The proposed change is in conformance with purpose of Chapter 17.66 (Amendments to Zoning Regulations) the Municipal Code, and with all applicable, officially adopted policies and plans* by changing the Property to the Multi-Family Residential "R-3" zone with Specific Plan No. 21-05 (adoption of which is concurrently recommended to the City Council by Planning Commission Resolution No. 21-05) so that the residential development will conform to the Zoning Code and General Plan.
3. *Streets and public facilities existing or proposed are adequate to serve all uses permitted when the property is reclassified* since the use will not change the level of service of the surrounding streets because the surrounding area is already developed as commercial, manufacturing, and residential. Also, it was found that the wastewater generation, storm drainage facilities, and water services all are anticipated to meet project demands.
4. *All uses permitted when the Property is reclassified will be compatible with present and potential future uses, and further, existing regulations applying to the property in*

question since the current Property is undeveloped, any change in zone would be compatible with present or future uses. Residential uses have existed on the site in the past, and the area to the north is also developed with residential uses which comply with the SEMMC.

SECTION 3: Based upon the foregoing, the City Council hereby changes the zoning designation for properties located at Assessor' Parcel No. 8102-037-020 (2540 Rosemead Boulevard), 8102-037-024 (2559 Chico Avenue), and 8102-037-022 from "C-M" (Commercial-Manufacturing) to "R-3" (Multi-Family Residential), as described in "Exhibit A" hereto. The City Council hereby directs City staff to amend the City's official zoning map to reflect the change in zoning designation.

SECTION 4: Exhibit "A" hereto is incorporated herein by reference.

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

PASSED, APPROVED, AND ADOPTED this 26th day of April, 2022.

Gloria Olmos, Mayor

ATTEST:

Donna G. Schwartz, City Clerk

APPROVED AS TO FORM:

Anthony R. Taylor, City Attorney

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

I, Donna G. Schwartz, City Clerk of the City of South El Monte, do hereby certify that the foregoing Ordinance, being Ordinance No. 1258 was passed and approved by the City Council of the City of South El Monte, at a meeting of said Council held on April 26, 2022 and that said Ordinance was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donna G. Schwartz, City Clerk

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

The APNs and legal description of the Property will change with the filing of VTTM No. 083399.

Real property in the City of South El Monte, County of Los Angeles, State of California, described as follows:

PARCEL 1: (APN: 8102-037-020 AND 8102-037-022)

PARCEL 1 OF CERTIFICATE OF COMPLIANCE /LOT LINE ADJUSTMENT RECORDED MARCH 18, 2016 AS INSTRUMENT NO. [20160296565](#) OF OFFICIAL RECORDS, BEING THAT PORTION OF LOT 30, TRACT NO. 621, IN THE CITY OF SOUTH EL MONTE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON MAP FILED IN [BOOK 15, PAGES 182 AND 183](#) OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, WITHIN THE FOLLOWING DESCRIBED BOUNDARIES:

BEGINNING AT A POINT IN THE EASTERLY LINE OF SAID LOT DISTANT NORTHERLY THEREON 100 FEET FROM THE SOUTHEASTERLY CORNER OF SAID LOT; THENCE NORTHWESTERLY IN A DIRECT LINE TO A POINT IN THE NORTHERLY LINE OF THE SOUTHERLY 200 FEET OF SAID LOT DISTANT WESTERLY THEREON 100 FEET FROM SAID EASTERLY LINE; THENCE WESTERLY ALONG SAID NORTHERLY LINE TO THE WESTERLY LINE OF THE EASTERLY 200 FEET OF SAID LOT; THENCE NORTHERLY ALONG SAID WESTERLY LINE TO THE NORTHERLY LINE OF THE SOUTHERLY 300 FEET OF SAID LOT; THENCE WESTERLY ALONG SAID LAST MENTIONED NORTHERLY LINE TO THE EASTERLY LINE OF THE WESTERLY 52 FEET OF SAID LOT; THENCE NORTHERLY ALONG SAID LAST MENTIONED EASTERLY LINE TO THE NORTHERLY LINE OF THE SOUTHERLY 500 FEET OF SAID LOT; THENCE EASTERLY ALONG SAID LAST MENTIONED NORTHERLY LINE TO THE WESTERLY LINE OF THE EASTERLY 100 FEET OF SAID LOT; THENCE NORTHERLY ALONG SAID LAST MENTIONED WESTERLY LINE TO THE NORTHERLY LINE OF SAID LOT; THENCE EASTERLY ALONG SAID LAST MENTIONED NORTHERLY LINE TO THE NORTHEASTERLY CORNER OF SAID LOT; THENCE SOUTHERLY ALONG THE EASTERLY LINE OF SAID LOT TO THE POINT OF BEGINNING.

PARCEL 2: (APN: 8102-037-024)

PARCEL 2 OF CERTIFICATE OF COMPLIANCE /LOT LINE ADJUSTMENT RECORDED MARCH 18, 2016 AS INSTRUMENT NO. [20160296565](#) OF OFFICIAL RECORDS, BEING LOT 29 OF TRACT 621, IN THE CITY OF SOUTH EL MONTE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON MAP FILED IN [BOOK 15 PAGES 182 AND 183](#) OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 3: (APN: 8102-035-017)

THAT PORTION OF LOT 12, OF TRACT 621, IN THE RANCHO POTRERO GRANDE, IN THE CITY OF SOUTH EL MONTE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN [BOOK 15 PAGES 182 AND 183](#) OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE EAST LINE OF SAID LOT, DISTANT SOUTH ALONG SAID EAST LINE, 250 FEET FROM THE SOUTHEAST CORNER OF LOT 22, BLOCK "C" OF TRACT 11814, AS PER MAP RECORDED IN [BOOK 216 PAGE 21](#) OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE WEST PARALLEL WITH THE SOUTH LINE OF SAID LOT 22, A DISTANCE OF 150 FEET TO THE NORTHEAST CORNER OF THE LAND DESCRIBED IN THE DEED TO TUNIS ANTHONY KOLL AND WIFE, RECORDED DECEMBER 27, 1946 IN [BOOK 24017 PAGE 407](#) OF OFFICIAL RECORDS OF SAID COUNTY; THENCE SOUTH ALONG THE EAST LINE AND THE SOUTHERLY PROLONGATION THEREOF OF

THE LAND SO CONVEYED, TO A POINT IN THE SOUTH LINE OF SAID LOT 12, DISTANT WEST ALONG SAID SOUTH LINE, 150 FEET FROM THE SOUTHEAST CORNER OF SAID LOT 12; THENCE EAST ALONG SAID SOUTH LINE OF LOT 12, A DISTANCE OF 150 FEET TO SAID SOUTHEAST CORNER OF LOT 12; THENCE NORTH ALONG SAID EAST LINE OF LOT 12 TO THE POINT OF BEGINNING.

EXCEPT ALL PETROLEUM, OIL AND ASPHALTUM, GAS AND ALL HYDROCARBONS IN, ON OR UNDER THE SOUTH HALF OF LOT 12, EXCEPTED AND RESERVED BY LINUS J. NIEMEYER AND CHRISTA MIEMEYER AS PER DEED RECORDED JULY 7, 1948 INSTRUMENT NO. 546, OF OFFICIAL RECORDS.

ATTACHMENT B

RESOLUTION NO. 22-24

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL ADOPTING A MITIGATED NEGATIVE DECLARATION AND MITIGATION MONITORING AND REPORTING PROGRAM AND APPROVING A GENERAL PLAN AMENDMENT (NO. 21-18) TO CHANGE THE LAND USE DESIGNATION FOR PROPERTY LOCATED IN THE CITY OF SOUTH EL MONTE AT APNs 8102-037-020 (2540 ROSEMEAD BOULEVARD), 8102-037-017 AND 8102-037-024 (2559-2603 CHICO AVENUE), AND 8102-037-022, TO CHANGE THE EXISTING GENERAL PLAN LAND USE DESIGNATION FROM COMMERCIAL-MANUFACTURING TO MEDIUM DENSITY RESIDENTIAL AS WELL AS CHANGE THE CIRCULATION ELEMENT TO REMOVE FERN STREET FROM GOING THROUGH FROM CHICO AVENUE TO ROSEMEAD BOULEVARD

WHEREAS, KB Home (“Applicant”) has filed an application for a General Plan Amendment and Zone Change to change the land use designation for the following real properties in the City of South El Monte: Assessor’s Parcel No. 8102-037-020 (2540 Rosemead Boulevard); Assessor’s Parcel Nos. 8102-037-017 and 8102-037-024 (2559-2603 Chico Avenue, respectively); and Assessor’s Parcel No. 8102-037-022 (collectively, “Property” or “project site”) from General Plan Land Use Category “Commercial-Manufacturing” to “Medium Density Residential” in order to allow for a residential development on the approximately 12.3-acre project site. The project consists of attached and detached two-, three-, and four-bedroom dwelling units, a recreation center, and common open space. The Applicant is also proposing removing Fern Street from going through from Chico Avenue to Rosemead Boulevard from the Circulation Element (“Project” or “proposed Project”). The legal description of the Property will change following recordation of the Final Map;

WHEREAS, pursuant to South El Monte Municipal Code (“SEMMC”) Section 17.66.040, the Project requires Planning Commission review and recommendation to City Council because the Project consists of property rezoning; and

WHEREAS, a public hearing was held before the Planning Commission on March 15, 2022, to consider the application. All evidence, both written and oral, presented during said public hearing was considered by the Planning Commission in making its determination and it voted unanimously to recommend adoption/approval of the resolution/ordinance; and

WHEREAS, a public hearing was held before the City Council on April 12, 2022, to consider the application. All evidence, both written and oral, presented during said public hearing was considered by the City Council in making its determination.

THE SOUTH EL MONTE CITY COUNCIL HEREBY RESOLVES AS FOLLOWS:

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

SECTION 2: Pursuant to the provisions of the California Environmental Quality Act (Public Resources Code Sections 21000, et seq. (“CEQA”), the State CEQA Guidelines (“Guidelines” and California Code of Regulations, Title 14, Sections 15000, et seq.), and the City’s Local CEQA Guidelines, City staff had an Initial Study prepared of the potential environmental effects of the proposed Project, including the adoption of a General Plan amendment and Zone Change, and adoption of a Specific Plan. Based on the information contained in the Initial Study, staff determined that there was less than substantial evidence that approval of the Project may have significant environmental impact, with mitigating measures. Accordingly, the City prepared a Mitigated Negative Declaration in accordance with Section 15070 of the State CEQA Guidelines. Notice of the preparation of the Mitigated Negative Declaration was posted for the period of January 14, 2022, through February 14, 2022. Pursuant to Section 15074(b) of the Guidelines, the City Council independently reviewed and considered the contents of the Initial Study and the Mitigated Negative Declaration. Pursuant to the City Council’s adoption of this Resolution No. 22-24, the City Council adopts the Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program for the Project in compliance with CEQA Guidelines.

The Initial Study/Mitigated Negative Declaration (State Clearing House No. 2022010219), with supporting studies, is incorporated herein by reference, and can be found on the City’s website. A copy of the Initial Study/Mitigated Negative Declaration can be found at the State Clearinghouse, and at the City’s Community Development Division. The Project’s Mitigation Monitoring & Reporting Program is attached hereto as Exhibit “B”.

Based on the initial study, the Mitigated Negative Declaration, the comments received thereon, and the record before the City Council, the City Council hereby finds that the Mitigated Negative Declaration prepared for the Project represents the independent judgment of the City and that there is no substantial evidence that the approval of the Project, including the proposed General Plan amendment and zone change may have any significant environmental impact with mitigating measures implemented. The documents and other materials, which constitute the record on which this decision is based, are maintained by the City’s Department of Community Development.

SECTION 3: Based on the record of the hearing, including all information presented at the hearing, including the Staff Report dated April 12, 2022, which is hereby incorporated into this Resolution 22-24 by reference, the City Council hereby finds:

The proposed amendment to the General Plan changing the Property’s land use designation from Commercial-Manufacturing to Medium Density Residential would allow the site to be developed with residential uses, which is consistent with the area. Furthermore, the General Plan amendment is intended to promote balanced and dynamic economic growth in the area and address the residential needs of the City and surrounding region. The General Plan amendment would also be consistent with the following goals and objectives of the Land Use and Housing Elements of the General Plan:

Land Use Element

Goal 1.0: *Maintain a balanced mix and distribution of land uses throughout South El Monte* by allowing for the development a significant amount of new residential units, which are lacking in the City.

Policy 1.1: *Provide opportunities for housing development at a range of densities and housing types that accommodate the varied interests and needs of present and future residents.* This Project will serve the area by greatly expanding the housing stock in the City. Currently the Property is undeveloped, and will create 207 for sale units including affordable units.

Policy 1.2: *Allow for the transition of mixed-density neighborhoods to higher density development consistent with underlying General Plan land use and zoning designations.* The multi-family neighborhood to the north has an average density of approximately 12 dwelling units per acre and this Project will provide a higher density of 16.88 dwelling units per acre.

Goal 3.0: *Accommodate new development that is compatible with and complements existing land uses* by allowing for the establishment of a large residential development that fits with the surrounding uses.

Goal 6.0: *Provide for the revitalization of deteriorating land uses and properties* by developing a property that has been undeveloped and underdeveloped for many years;

Housing Element

Goal 1: *An adequate supply of a variety of housing types to meet the existing and future needs of City residents* by allowing the proposed Project to offer a mix of new multi-family and single family units that will help provide for the needs of residents.

Policy 1.1: *The City shall provide adequate sites to facilitate the development of a range of residential development types that fulfills its regional housing needs, including low-density single-family units, moderate- to higher-density single-family attached and multiple-family units.* This development will fulfill a housing need the City has by providing multi-family and single family units at a range from moderate income to market rate.

Goal 3: *Compatible land uses that meet the needs of residents, employers and employees.* The development of housing in this area will help visually as well as physically seamlessly transition between the residential uses in the area and industrial uses.

Policy 3.3: *The City shall encourage development of higher density housing in close proximity to public transportation, services, employment, recreation, and other resources and amenities.* This is accomplished through the Project consisting of a medium density development located near high quality bus routes that are less than 0.25 miles away.

SECTION 4: Based on the above findings, the City Council hereby adopts the Mitigated Negative Declaration, Mitigation Monitoring and Reporting Program, General Plan Amendment to Medium Density Residential designation, and Zone Change to Multi-Family Residential for the properties located at APNs 8102-037-020 (2540 Rosemead Boulevard), 8102-037-017 and 8102-037-024 (2559-2603 Chico Avenue, respectively), and 8102-037-022,

as described in “Exhibit A” hereto, as well as the removal of the extension of Fern Street from the Circulation Element.

SECTION 5: Exhibits “A” and “B” hereto are incorporated herein by reference.

SECTION 6: The City Clerk shall certify to the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED this 12th day of April, 2022.

Gloria Olmos, Mayor

ATTEST:

Donna G. Schwartz, City Clerk

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

I, Donna G. Schwartz, City Clerk of the City of South El Monte, do hereby certify that the foregoing Resolution, being Resolution No. 22-24 was passed and approved by the City Council of the City of South El Monte, at a meeting of said Council held on April 12, 2022 and that said Resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donna G. Schwartz, City Clerk

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

The APNs and legal description of the Property will change with the filing of VTTM No. 083399.

Real property in the City of South El Monte, County of Los Angeles, State of California, described as follows:

PARCEL 1: (APN: 8102-037-020 AND 8102-037-022)

PARCEL 1 OF CERTIFICATE OF COMPLIANCE /LOT LINE ADJUSTMENT RECORDED MARCH 18, 2016 AS INSTRUMENT NO. [20160296565](#) OF OFFICIAL RECORDS, BEING THAT PORTION OF LOT 30, TRACT NO. 621, IN THE CITY OF SOUTH EL MONTE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON MAP FILED IN [BOOK 15, PAGES 182 AND 183](#) OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, WITHIN THE FOLLOWING DESCRIBED BOUNDARIES:

BEGINNING AT A POINT IN THE EASTERLY LINE OF SAID LOT DISTANT NORTHERLY THEREON 100 FEET FROM THE SOUTHEASTERLY CORNER OF SAID LOT; THENCE NORTHWESTERLY IN A DIRECT LINE TO A POINT IN THE NORTHERLY LINE OF THE SOUTHERLY 200 FEET OF SAID LOT DISTANT WESTERLY THEREON 100 FEET FROM SAID EASTERLY LINE; THENCE WESTERLY ALONG SAID NORTHERLY LINE TO THE WESTERLY LINE OF THE EASTERLY 200 FEET OF SAID LOT; THENCE NORTHERLY ALONG SAID WESTERLY LINE TO THE NORTHERLY LINE OF THE SOUTHERLY 300 FEET OF SAID LOT; THENCE WESTERLY ALONG SAID LAST MENTIONED NORTHERLY LINE TO THE EASTERLY LINE OF THE WESTERLY 52 FEET OF SAID LOT; THENCE NORTHERLY ALONG SAID LAST MENTIONED EASTERLY LINE TO THE NORTHERLY LINE OF THE SOUTHERLY 500 FEET OF SAID LOT; THENCE EASTERLY ALONG SAID LAST MENTIONED NORTHERLY LINE TO THE WESTERLY LINE OF THE EASTERLY 100 FEET OF SAID LOT; THENCE NORTHERLY ALONG SAID LAST MENTIONED WESTERLY LINE TO THE NORTHERLY LINE OF SAID LOT; THENCE EASTERLY ALONG SAID LAST MENTIONED NORTHERLY LINE TO THE NORTHEASTERLY CORNER OF SAID LOT; THENCE SOUTHERLY ALONG THE EASTERLY LINE OF SAID LOT TO THE POINT OF BEGINNING.

PARCEL 2: (APN: 8102-037-024)

PARCEL 2 OF CERTIFICATE OF COMPLIANCE /LOT LINE ADJUSTMENT RECORDED MARCH 18, 2016 AS INSTRUMENT NO. [20160296565](#) OF OFFICIAL RECORDS, BEING LOT 29 OF TRACT 621, IN THE CITY OF SOUTH EL MONTE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON MAP FILED IN [BOOK 15 PAGES 182 AND 183](#) OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 3: (APN: 8102-035-017)

THAT PORTION OF LOT 12, OF TRACT 621, IN THE RANCHO POTRERO GRANDE, IN THE CITY OF SOUTH EL MONTE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN [BOOK 15 PAGES 182 AND 183](#) OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE EAST LINE OF SAID LOT, DISTANT SOUTH ALONG SAID EAST LINE, 250 FEET FROM THE SOUTHEAST CORNER OF LOT 22, BLOCK "C" OF TRACT 11814, AS PER MAP RECORDED IN [BOOK 216 PAGE 21](#) OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE WEST PARALLEL WITH THE SOUTH LINE OF SAID LOT 22, A DISTANCE OF 150 FEET TO THE NORTHEAST CORNER OF THE LAND DESCRIBED IN THE DEED TO TUNIS ANTHONY KOLL AND WIFE, RECORDED DECEMBER 27, 1946 IN [BOOK 24017 PAGE 407](#) OF OFFICIAL RECORDS OF SAID COUNTY; THENCE SOUTH ALONG THE EAST LINE AND THE SOUTHERLY PROLONGATION THEREOF OF

THE LAND SO CONVEYED, TO A POINT IN THE SOUTH LINE OF SAID LOT 12, DISTANT WEST ALONG SAID SOUTH LINE, 150 FEET FROM THE SOUTHEAST CORNER OF SAID LOT 12; THENCE EAST ALONG SAID SOUTH LINE OF LOT 12, A DISTANCE OF 150 FEET TO SAID SOUTHEAST CORNER OF LOT 12; THENCE NORTH ALONG SAID EAST LINE OF LOT 12 TO THE POINT OF BEGINNING.

EXCEPT ALL PETROLEUM, OIL AND ASPHALTUM, GAS AND ALL HYDROCARBONS IN, ON OR UNDER THE SOUTH HALF OF LOT 12, EXCEPTED AND RESERVED BY LINUS J. NIEMEYER AND CHRISTA MIEMEYER AS PER DEED RECORDED JULY 7, 1948 INSTRUMENT NO. 546, OF OFFICIAL RECORDS.

EXHIBIT “B”

MITIGATION MONITORING & REPORTING PROGRAM

January 2022 | Mitigation Monitoring and Reporting Program

STARLITE RESIDENTIAL DEVELOPMENT

City of South El Monte

Prepared for:

City of South El Monte

Contact: Colby Cataldi, Community Development Director
1415 Santa Anita Avenue
South El Monte, California 91733
626.579.6540

Prepared by:

PlaceWorks

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Mitigation Monitoring and Reporting Program

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Mitigation Monitoring and Reporting Program

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1. Introduction

1.1 PURPOSE OF MITIGATION MONITORING AND REPORTING PROGRAM

This Mitigation Monitoring and Reporting Program (MMRP) has been developed to provide a vehicle to monitor mitigation measures and conditions of approval outlined in Initial Study/Mitigated Negative Declaration (IS/MND). The MMRP has been prepared in conformance with Section 21081.6 of the Public Resources Code and City of South El Monte monitoring requirements. Section 21081.6 states:

(a) When making the findings required by paragraph (1) of subdivision subsection (a) of Section 21081 or when adopting a mitigated negative declaration pursuant to paragraph (2) of subdivision (c) of Section 21080, the following requirements shall apply:

(1) The public agency shall adopt a reporting or monitoring program for the changes made to the project or conditions of project approval, adopted in order to mitigate or avoid significant effects on the environment. The reporting or monitoring program shall be designed to ensure compliance during project implementation. For those changes which have been required or incorporated into the project at the request of a responsible agency or a public agency having jurisdiction by law over natural resources affected by the project, that agency shall, if so requested by the lead agency or a responsible agency, prepare and submit a proposed reporting or monitoring program.

(2) The lead agency shall specify the location and custodian of the documents or other material which constitute the record of proceedings upon which its decision is based.

(b) A public agency shall provide that measures to mitigate or avoid significant effects on the environment are fully enforceable through permit conditions, agreements, or other measures. Conditions of project approval may be set forth in referenced documents which address required mitigation measures or, in the case of the adoption of a plan, policy, regulation, or other public project, by incorporating the mitigation measures into the plan, policy, regulation, or project design.

(c) Prior to the close of the public review period for a draft environmental impact report or mitigated negative declaration, a responsible agency, or a public agency having jurisdiction over natural resources affected by the project, shall either submit to the lead agency complete and detailed performance objectives for mitigation measures which would address the significant effects on the environment identified by the responsible agency or agency having jurisdiction over natural resources affected by the project, or refer the lead agency to appropriate, readily available guidelines or reference documents. Any mitigation measures submitted to a lead

Mitigation Monitoring and Reporting Program

agency by a responsible agency or an agency having jurisdiction over natural resources affected by the project shall be limited to measures which mitigate impacts to resources which are subject to the statutory authority of, and definitions applicable to, that agency. Compliance or noncompliance by a responsible agency or agency having jurisdiction over natural resources affected by a project with that requirement shall not limit the authority of the responsible agency or agency having jurisdiction over natural resources affected by a project, or the authority of the lead agency, to approve, condition, or deny projects as provided by this division or any other provision of law.

The MMRP will serve to document compliance with adopted mitigation measures that are formulated to minimize impacts associated with the proposed Starlite Residential Development.

1.2 PROJECT SUMMARY

The proposed Starlite Residential Development project would result in the redevelopment of the 12.3-acre former Starlite Drive-in Theater site for residential uses with 207 dwelling units (169 single-family homes and 38 multifamily homes). An additional entry would be created off of Chico Avenue at the eastern portion of the site. The proposed project would also include 9,000 square feet of recreational facilities (pool, pool deck, and recreation building).

1.3 PROJECT LOCATION

The 12.3-acre project site is in the City of South El Monte at the former Starlite Drive-in Theater site at 2540 Rosemead Boulevard. The City is in the central portion of Los Angeles County and is bordered by the cities of El Monte to the north and east, Rosemead to the west, and Whittier Narrows Natural Area to the south.

The project site is accessed off Rosemead Boulevard (State Route 164 [SR-164]), which runs north-south, and is one mile south of Interstate 10 (I-10), which runs east-west.

1.4 MITIGATION MONITORING PROGRAM ORGANIZATION

CEQA requires that a reporting or monitoring program be adopted for the conditions of project approval that are necessary to mitigate or avoid significant effects on the environment (Public Resources Code 21081.6). The mitigation monitoring and reporting program is designed to ensure compliance with adopted mitigation measures during project implementation. For each mitigation measure recommended in the IS/MND, specifications are made herein that identify the action required and the monitoring and reporting that must occur. In addition, a responsible agency is identified for verifying compliance with individual conditions of approval contained in the MMRP. To effectively track and document the status of mitigation measures, a mitigation matrix has been prepared (see Table 1-1).

Mitigation Monitoring and Reporting Program

Table 1-1 Mitigation Monitoring and Reporting Requirements

Mitigation Measure		Timing	Responsible Implementing Party	Responsible Monitoring Party	Document Location (Monitoring Record)	Completion Date	
						Responsible Monitoring Party	Project Mitigation Monitor
3.3 AIR QUALITY							
AQ-1	The construction contractor(s) shall only use interior paints with a VOC (volatile organic compound) content of zero grams per liter (g/L) to reduce VOC emissions. All building and site plans shall note use of interior paints with a VOC content of 0 g/L. Prior to construction, the construction contractor(s) shall ensure that all construction plans submitted to the City's Building and Safety Department clearly show the requirement for use of interior paint with a VOC content of 0 g/L for the specified buildings.	Prior to construction	Construction Contractor	City of South El Monte Planning Division	City of South El Monte Planning Division		
3.5 CULTURAL RESOURCES							
CUL-1	Prior to any rehabilitation, restoration, or relocation, a thorough documentation of the sign, similar to a HABS/HAER report, will be completed. This report will document the sign's materials, design, character defining features, measurements, and condition of materials. This report will be used to track changes of the sign and provide a guide for future repair work. Copies will be submitted to one local and one state repository. Restoration, movement, and other handling of the Starlite Drive-In sign will be documented as an update to the Department of Parks and Recreation (DPR) record for the sign by the qualified architectural historian if restored, or similarly qualified personnel of the recipient organization if donated, and filed at the South Central Coastal Information Center and at a local library or historical society.	Prior to rehabilitation, restoration, or relocation	Project Applicant/ Developer	City of South El Monte Planning Division	City of South El Monte Planning Division		
CUL-2	The project proponent shall preserve, restore, or rehabilitate the Starlite Drive-In sign, including all historic components, in accordance with the Secretary of the Interior standards based on guidance in NPS Technical Brief 25, The Preservation of Historic Signs https://www.nps.gov/tps/how-to-preserve/briefs/25-signs.htm . To this end, the proponent shall retain a qualified architectural historian to develop a treatment plan for the work detailing a general timeline, changes to be made to the sign, which tasks are anticipated to be completed off-site (e.g. welding, soldering, glasswork), and to oversee	Prior to construction activities	Project Applicant/ Developer and Qualified Architectural Historian	City of South El Monte Planning Division	City of South El Monte Planning Division		

Mitigation Monitoring and Reporting Program

Table 1-1 Mitigation Monitoring and Reporting Requirements

Mitigation Measure	Timing	Responsible Implementing Party	Responsible Monitoring Party	Document Location (Monitoring Record)	Completion Date	
					Responsible Monitoring Party	Project Mitigation Monitor
the work. Following approval of the HABS/HAER similar documentation, the qualified architectural historian will ensure that the materials are placed on file with the City of South El Monte and responsible agencies, historical societies and preservation groups, local university and community libraries, and other appropriate national and local repositories and archives, as identified by the City of South El Monte. The qualified architectural historian will prepare a brief report detailing the restoration process to show compliance with standards in NPS Bulletin 25.						
CUL-3 The Starlite Drive-In sign may be moved a short distance, so long as it remains within the property boundaries of the drive-in and remains highly visible from Rosemead Boulevard. Alternatively, the sign may be donated to a local historical society for eventual restoration and display. In either case the sign shall be moved by a construction company experienced in handling historic building and structures. The move shall be supervised by the qualified architectural historian, in case of restoration, or recipient organization, in case of donation. This mitigation measure pertains to movement of the sign from its current location to an eventual new final location. Temporary removal of portions of the sign for repair, refurbishment, or replication is anticipated to be necessary, and will be covered in the treatment plan.	Prior to construction activities	Project Applicant/ Developer	City of South El Monte Planning Division	City of South El Monte Planning Division		

Mitigation Monitoring and Reporting Program

Table 1-1 Mitigation Monitoring and Reporting Requirements

Mitigation Measure	Timing	Responsible Implementing Party	Responsible Monitoring Party	Document Location (Monitoring Record)	Completion Date	
					Responsible Monitoring Party	Project Mitigation Monitor
CUL-4 Prior to the beginning of ground disturbances, the project proponent shall retain an archaeologist meeting Secretary of the Interior Standards (SOI) to oversee spotcheck cultural resources monitoring of all excavations two feet and deeper within the project area. Spotchecks should occur weekly on average, and no less often than once every seven days that ground disturbance occurs. If a cultural object is uncovered the qualified monitor shall be empowered to temporarily redirect work away from the find while it is evaluated. Work can continue a minimum of 50 feet away from the find. For finds that are not significant, work may resume immediately after the find is documented and removed. If a find is significant, a mitigation plan must be developed, and mitigation completed, prior to work continuing within the 50-foot cordon.	Prior to any ground disturbing activities	Project Applicant/ Developer and Archaeologist	City of South El Monte Planning Division	City of South El Monte Planning Division		
CUL-5 Prior to the beginning of ground disturbances, the qualified monitor will give a short Worker Environmental Awareness Program training presentation prepared by the SOI qualified supervising archaeologist to all construction staff. This presentation will inform construction personnel what cultural resources may be uncovered during the ground-disturbing phases of the project and what to do in case of a find.	Prior to any ground disturbing activities	Project Applicant/ Developer and Qualified Monitor	City of South El Monte Planning Division	City of South El Monte Planning Division		
3.7 GEOLOGY AND SOILS						
GEO-1 Once submitted, a qualified geotechnical professional shall review formal plans for site development and update/refine recommendations included in the Geotechnical Report, as appropriate. Additional site-specific data shall be used, if needed, to create an appropriate foundation design for all structures that mitigates the potential liquefaction conditions in accordance with the California Building Code and City of South El Monte building standards.	During construction activities	Project Applicant/ Qualified Geotechnical Professional	City of South El Monte Planning Division	City of South El Monte Planning Division		

Mitigation Monitoring and Reporting Program

Table 1-1 Mitigation Monitoring and Reporting Requirements

Mitigation Measure	Timing	Responsible Implementing Party	Responsible Monitoring Party	Document Location (Monitoring Record)	Completion Date	
					Responsible Monitoring Party	Project Mitigation Monitor
GEO-2 If unanticipated fossil discoveries are made, all work must halt within 50 feet until a qualified paleontologist can evaluate the find and determine the appropriate disposition of the resource. Work may resume immediately outside of the 50-foot radius.	During ground disturbing activities	Project Applicant/ Developer and Qualified Paleontologist	City of South El Monte Planning Division	City of South El Monte Planning Division		
GEO-3 Prior to the beginning of ground disturbances, a qualified paleontologist shall provide a short Worker Environmental Awareness Program training presentation to all construction staff. This presenter may be the same specialist specified in MM CUL-4 if that presenter meets both the archaeologist (see MM CUL-3) and paleontologist qualification requirement. This presentation will inform construction personnel what paleontological resources may be uncovered during the ground-disturbing phases of the project and what to do in case of a find.	Prior to any ground disturbing activities	Project Applicant/ Developer and Qualified Monitor	City of South El Monte Planning Division	City of South El Monte Planning Division		
3.9 HAZARDS AND HAZARDOUS MATERIALS						
HAZ-1 Prior to the issuance of a grading permit, the project applicant shall retain a qualified environmental consultant to prepare a Soil Management Plan (SMP). The SMP shall be distributed to all grading contractors and must be kept on site during grading activities. The SMP shall include the following: - Procedures and protocols should another underground storage tank (UST) be encountered during grading. Requirements detailed in the SMP shall be in accordance with the requirements of the Los Angeles County Public Works' UST Program. - Procedures and protocols for onsite management of soils to ensure that soils containing residual levels of Total Petroleum Hydrocarbons (TPH) are properly identified, monitored, and managed on-site. Requirements shall include the following: - A certified hazardous waste hauler shall remove all subsurface materials identified in the Phase I Environmental Assessment Report as being contaminated with TPH above the Environmental Screening Levels (ESLs) for residential land. In addition, sampling of soil shall be conducted during excavation to ensure that all TPH	Prior to issuance of a grading permit	Project Applicant/ Developer and Qualified Environmental Consultant	City of South El Monte Planning Division	City of South El Monte Planning Division		

Mitigation Monitoring and Reporting Program

Table 1-1 Mitigation Monitoring and Reporting Requirements

Mitigation Measure	Timing	Responsible Implementing Party	Responsible Monitoring Party	Document Location (Monitoring Record)	Completion Date	
					Responsible Monitoring Party	Project Mitigation Monitor
impacted soils are removed, and that ESLs for residential uses are not exceeded. Excavation confirmation samples should be collected from the bottom and sidewalls of each excavation at a frequency of one sample every 25 feet. Confirmation soil samples should be collected into laboratory supplied clean, glass jars directly from the bottom and sidewall or from the excavator bucket. Samples should be sealed, labeled, and placed on ice for transportation under proper chain-of-custody to a California state-certified laboratory for analysis of TPH by USEPA Methods 8015M. Excavated materials shall be transported per California Hazardous Waste Regulations to a landfill permitted by the State to accept hazardous materials. - The SMP shall include a Health and Safety Plan (HSP) that addresses potential safety and health hazards and includes the requirements and procedures for employee protection; each contractor shall be required to have their own HSP tailored to their particular trade that addresses the general project safety requirements. The HSP shall also outline proper soil handling procedures and health and safety requirements to minimize worker and public exposure to hazardous materials during construction. - The SMP shall be prepared and executed in accordance with South Coast Air Quality Management District (SCAQMD) Rule 1166, Volatile Organic Compound (VOCs) Emissions from Decontamination of Soil. The SMP shall require the timely testing and sampling of soils so that contaminated soils can be separated from inert soils for proper disposal. The SMP shall specify the testing parameters and sampling frequency. Anticipated testing includes screening excavated soils for VOS. During excavation, Rule 1166 requires that soils identified as contaminated shall be sprayed with water or another approved vapor suppressant or covered with sheeting during periods of inactivity of greater than an hour, to prevent contaminated soils from becoming airborne. Under Rule 1166, contaminated soils shall be transported from the project site by a licensed transporter and disposed of at a licensed						

Mitigation Monitoring and Reporting Program

Table 1-1 Mitigation Monitoring and Reporting Requirements

Mitigation Measure	Timing	Responsible Implementing Party	Responsible Monitoring Party	Document Location (Monitoring Record)	Completion Date	
					Responsible Monitoring Party	Project Mitigation Monitor
storage/treatment facility to prevent contaminated soils from becoming airborne or otherwise released into the environment. All SMP measures shall be printed and distributed to all grading contractors and must be kept on site during grading activities prior to beginning any grading activities.						
HAZ-2 Because on-site soils could be contaminated with residual VOCs from past use of the land, installation of a passive soil vapor barrier shall be required. Prior to the issuance of a building permit, the project applicant shall retain a qualified environmental consultant to design a passive vapor barrier that further mitigates vapor intrusion risk from residual VOC impacts at the site. The vapor barrier design shall be distributed to all construction contractors and must be kept on site during construction activities. The passive vapor barrier design shall include the following: - A multi-layer composite membrane that extends continuously beneath the floor slab of each building and is sealed against all utilities and other penetrations. - The associated ventilation system beneath the foundation of each building. - The passive ventilation system which shall include perforated collection vents embedded in a layer of sand beneath the multi-layer composite membrane. The collection vents shall connect to non-perforated vent riser that extent outlets at the roof of the building. - For each soil boring, soil and soil gas samples shall be collected at depths of 5 and 10 feet below ground surface (bgs). - A land use covenant e recorded on title to the site to prohibit any disturbance of the vapor barriers. - Upon completion of Mitigation Measure HAZ-2 and prior to the issuance of a Permit to Occupy, the City shall require a report with a no further action determination be submitted from a qualified environmental consultant. This can be determined in the following way:	Prior to issuance of building permit	Project Applicant/ Developer and Qualified Environmental Consultant	City of South El Monte Planning Division	City of South El Monte Planning Division		

Mitigation Monitoring and Reporting Program

Table 1-1 Mitigation Monitoring and Reporting Requirements

Mitigation Measure	Timing	Responsible Implementing Party	Responsible Monitoring Party	Document Location (Monitoring Record)	Completion Date	
					Responsible Monitoring Party	Project Mitigation Monitor
Upon completion of Mitigation Measure HAZ-2, a Remedial Action Completion Report (RACR) by a qualified environmental engineer is prepared documenting that all of the remedial measures in Mitigation Measure HAZ-2 have been successfully completed.						
3.13 NOISE						
N-1 Where paving is required within 25 feet of adjacent, off-site structures, a static roller shall be used in lieu of a vibratory roller. This requirement shall be included in the list of conditions on construction plans.	During paving activities	Project Applicant/ Developer	City of South El Monte Planning Division	City of South El Monte Planning Division		
3.17 TRANSPORTATION						
T-1 Prior to the issuance of an occupancy permit, the applicant shall enhance the pedestrian crossing at the Chico Avenue/Fern Street intersection as follows: - Install pedestrian crossing signs at least 150 feet ahead of the crosswalk in both directions as well as at the crosswalk itself pursuant to California Manual on Uniform Traffic Control Devices (MUTCD) Pedestrian W11-2. - Repaint the crosswalk to ensure high visibility. - Realign the curb ramps with the crosswalk.	Prior to issuance of an occupancy permit	Project Applicant/ Developer	City of South El Monte Planning Division	City of South El Monte Planning Division		
3.18 TRIBAL CULTURAL RESOURCES						
TCR-1 Retain a Native American Monitor Prior to Commencement of Ground-Disturbing Activities. The project applicant/lead agency shall retain a Native American monitor from (or approved by) the Gabrieleño Band of Mission Indians – Kizh Nation (the “Kizh” or the “Tribe”) - the direct lineal descendants of the project location. The monitor shall be retained prior to the commencement of any “ground-disturbing activity” for the subject project, at all project locations (i.e., both on-site and any off-site locations that are included in the project description/definition and/or required in connection with the project, such as public improvement work). “Ground-disturbing activity”	Prior to any ground disturbing activities	Project Applicant/ Developer and Native American Monitor	City of South El Monte Planning Division	City of South El Monte Planning Division		

Mitigation Monitoring and Reporting Program

Table 1-1 Mitigation Monitoring and Reporting Requirements

Mitigation Measure	Timing	Responsible Implementing Party	Responsible Monitoring Party	Document Location (Monitoring Record)	Completion Date	
					Responsible Monitoring Party	Project Mitigation Monitor
includes, but is not limited to, pavement removal, potholing, auguring, grubbing, tree removal, boring, grading, excavation, drilling, and trenching. • A copy of the executed monitoring agreement shall be provided to the lead agency prior to the earlier of the commencement of any ground-disturbing activity for the project, or the issuance of any permit necessary to commence a ground-disturbing activity. • The project applicant/developer shall provide the Tribe with a minimum of 30 days advance written notice of the commencement of any project ground-disturbing activity so that the Tribe has sufficient time to secure and schedule a monitor for the project. • The project applicant/developer shall hold at least one (1) pre-construction sensitivity/educational meeting prior to the commencement of any ground-disturbing activities, where at a senior member of the Tribe will inform and educate the project's construction and managerial crew and staff members (including any project subcontractors and consultants) about the TCR mitigation measures and compliance obligations, as well as places of significance located on the project site (if any), the appearance of potential TCRs, and other informational and operational guidance to aid in the project's compliance with the TCR mitigation measures. • The monitor will complete daily monitoring logs that will provide descriptions of the relevant ground-disturbing activities, the type of construction activities performed, locations of ground-disturbing activities, soil types, cultural-related materials, and any other facts, conditions, materials, or discoveries of significance to the Tribe. Monitor logs will identify and describe any discovered TCRs, including but not limited to, Native American cultural and historical artifacts, remains, places of significance, etc., (collectively, tribal cultural resources, or "TCR"), as well as any discovered Native American (ancestral) human remains and burial goods. Copies of monitor logs will be provided to the project applicant/lead agency upon written request.						

Mitigation Monitoring and Reporting Program

Table 1-1 Mitigation Monitoring and Reporting Requirements

Mitigation Measure	Timing	Responsible Implementing Party	Responsible Monitoring Party	Document Location (Monitoring Record)	Completion Date	
					Responsible Monitoring Party	Project Mitigation Monitor
Native American monitoring for the project shall conclude upon the latter of the following: (1) written confirmation from a designated project point of contact to the Tribe that all ground-disturbing activities and all phases that may involve ground-disturbing activities on the project site and at any off-site project location are complete; or (2) written notice by the Tribe to the project applicant/lead agency that no future, planned construction activity and/or development/construction phase (known by the Tribe at that time) at the project site and at any off-site project location possesses the potential to impact TCRs.						
TCR-2 Discovery of TCRs, Human Remains, and/or Grave Goods. - Upon the discovery of a TCR, all construction activities in the immediate vicinity of the discovery (i.e., not less than the surrounding 50 feet) shall cease. The Tribe shall be immediately informed of the discovery, and a Kizh monitor and/or Kizh archaeologist will promptly report to the location of the discovery to evaluate the TCR and advise the project manager regarding the matter, protocol, and any mitigating requirements. No project construction activities shall resume in the surrounding 50 feet of the discovered TCR unless and until the Tribe has completed its assessment/evaluation/recovery of the discovered TCR and surveyed the surrounding area. - The Tribe will recover and retain all discovered TCRs in the form and/or manner the Tribe deems appropriate in its sole discretion, and for any purpose the Tribe deems appropriate, including but not limited to, educational, cultural and/or historic purposes. - If Native American human remains and/or grave goods are discovered or recognized on the project site or at any off-site project location, then all construction activities shall immediately cease. Native American "human remains" are defined to include "an inhumation or cremation, and in any state of decomposition or skeletal completeness." (Pub. Res. Code § 5097.98 (d)(1).) Funerary objects, referred to as "associated grave goods," shall be	Upon discovery of a TCR	Project Applicant/ Developer and Kizh Monitor/ Archaeologist	City of South El Monte Planning Division	City of South El Monte Planning Division		

Mitigation Monitoring and Reporting Program

Table 1-1 Mitigation Monitoring and Reporting Requirements

Mitigation Measure	Timing	Responsible Implementing Party	Responsible Monitoring Party	Document Location (Monitoring Record)	Completion Date	
					Responsible Monitoring Party	Project Mitigation Monitor
treated in the same manner and with the same dignity and respect as human remains. (Pub. Res. Code § 5097.98 (a), d)(1) and (2).) - Any discoveries of human skeletal material or human remains shall be immediately reported to the County Coroner (Health & Safety Code § 7050.5(c); 14 Cal. Code Regs. § 15064.5(e)(1)(B)), and all ground-disturbing project ground-disturbing activities on site and in any other area where the presence of human remains and/or grave goods are suspected to be present, shall immediately halt and remain halted until the coroner has determined the nature of the remains. (14 Cal. Code Regs. §15064.5(e).) If the coroner recognizes the human remains to be those of a Native American or has reason to believe they are Native American, he or she shall contact, within 24 hours, the Native American Heritage Commission, and Public Resources Code Section 5097.98 shall be followed. - Thereafter, construction activities may resume in other parts of the project site at a minimum of 200 feet away from discovered human remains and/or grave goods, if the Tribe determines in its sole discretion that resuming construction activities at that distance is acceptable and provides the project manager express consent of that determination (along with any other mitigation measures the Tribal monitor and/or archaeologist deems necessary). (14 Cal. Code Regs. § 15064.5(f).) - Preservation in place (i.e., avoidance) is the preferred manner of treatment for discovered human remains and/or grave goods. - Any historic archaeological material that is not Native American in origin (non-TCRs) shall be curated at a public, non-profit institution with a research interest in the materials, such as the Natural History Museum of Los Angeles County or the Fowler Museum, if such an institution agrees to accept the material. If no institution accepts the archaeological material, it shall be offered to a local school or historical society in the area for educational purposes.						

Mitigation Monitoring and Reporting Program

Table 1-1 Mitigation Monitoring and Reporting Requirements

Mitigation Measure	Timing	Responsible Implementing Party	Responsible Monitoring Party	Document Location (Monitoring Record)	Completion Date	
					Responsible Monitoring Party	Project Mitigation Monitor
Any discovery of human remains and/or grave goods discovered and/or recovered shall be kept confidential to prevent further disturbance.						
TCR-3 Procedures for Burials, Funerary Remains, and Grave Goods. - As the Most Likely Descendant ("MLD"), the Koo-nas-gna Burial Policy shall be implemented for all discovered Native American human remains and/or grave goods. Tribal Traditions include, but are not limited to, the preparation of the soil for burial, the burial of funerary objects and/or the deceased, and the ceremonial burning of human remains. - If the discovery of human remains includes four (4) or more burials, the discovery location shall be treated as a cemetery and a separate treatment plan shall be created. - The prepared soil and cremation soils are to be treated in the same manner as bone fragments that remain intact. Associated "grave goods" (aka, burial goods or funerary objects) are objects that, as part of the death rite or ceremony of a culture, are reasonably believed to have been placed with individual human remains either at the time of death or later, as well as other items made exclusively for burial purposes or to contain human remains. Cremations will either be removed in bulk or by means necessary to ensure complete recovery of all sacred materials. - In the case where discovered human remains cannot be fully recovered (and documented) on the same day, the remains will be covered with muslin cloth and a steel plate that can be moved by heavy equipment placed over the excavation opening to protect the remains. If this type of steel plate is not available, a 24-hour guard should be posted outside of working hours. The Tribe will make every effort to divert the project while keeping the remains in situ and protected. If the project cannot be diverted, it may be determined that burials will be removed.	If human remains are discovered	Project Applicant/ Developer	City of South El Monte Planning Division	City of South El Monte Planning Division		

Mitigation Monitoring and Reporting Program

Table 1-1 Mitigation Monitoring and Reporting Requirements

Mitigation Measure	Timing	Responsible Implementing Party	Responsible Monitoring Party	Document Location (Monitoring Record)	Completion Date	
					Responsible Monitoring Party	Project Mitigation Monitor
- In the event preservation in place is not possible despite good faith efforts by the project applicant/developer and/or landowner, before ground-disturbing activities may resume on the project site, the landowner shall arrange a designated site location within the footprint of the project for the respectful reburial of the human remains and/or ceremonial objects. The site of reburial/repatriation shall be agreed upon by the Tribe and the landowner, and shall be protected in perpetuity. - Each occurrence of human remains and associated grave goods will be stored using opaque cloth bags. All human remains, grave goods, funerary objects, sacred objects and objects of cultural patrimony will be removed to a secure container on site if possible. These items will be retained and shall be reburied within six months of recovery. - The Tribe will work closely with the project's qualified archaeologist to ensure that the excavation is treated carefully, ethically and respectfully. If data recovery is approved by the Tribe, documentation shall be prepared and shall include (at a minimum) detailed descriptive notes and sketches. All data recovery data recovery-related forms of documentation shall be approved in advance by the Tribe. If any data recovery is performed, once complete, a final report shall be submitted to the Tribe and the NAHC. The Tribe does NOT authorize any scientific study or the utilization of any invasive and/or destructive diagnostics on human remains.						

ATTACHMENT C

RESOLUTION NO. 22-25

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL ADOPTING A SPECIFIC PLAN (NO. 21-05) AND APPLY IT TO PROPERTY LOCATED IN THE CITY OF SOUTH EL MONTE AT APNs 8102-037-020 (2540 ROSEMEAD BOULEVARD), 8102-037-017 AND 8102-037-024 (2559-2603 CHICO AVENUE), AND 8102-037-022

WHEREAS, KB Home (“Applicant”) has filed an application for a Specific Plan for the following real properties in the City of South El Monte: Assessor’s Parcel No. 8102-037-020 (2540 Rosemead Boulevard); Assessor’s Parcel Nos. 8102-037-017 and 8102-037-024 (2559-2603 Chico Avenue, respectively); and Assessor’s Parcel No. 8102-037-022 (collectively, “Property” or “project site”) from General Plan Land Use Category “Commercial-Manufacturing” to “Medium Density Residential” in order to allow for a residential development on the approximately 12.3-acre project site. The project consists of attached and detached two-, three-, and four-bedroom dwelling units, a recreation center, and common open space. The Applicant is also proposing removing Fern Street from going through from Chico Avenue to Rosemead Boulevard from the Circulation Element (“Project” or “proposed Project”). The legal description of the Property will change following recordation of the Final Map;

WHEREAS, pursuant to California Government Code Section 65450, adoption of a Specific Plan requires Planning Commission review and recommendation to City Council; and

WHEREAS, a public hearing was held before the Planning Commission on March 15, 2022, to consider the application. All evidence, both written and oral, presented during said public hearing was considered by the Planning Commission in making its determination and it voted unanimously to recommend adoption/approval of the resolution/ordinance; and

WHEREAS, a public hearing was held before the City Council on April 12, 2022, to consider the application. All evidence, both written and oral, presented during said public hearing was considered by the City Council in making its determination.

THE SOUTH EL MONTE CITY COUNCIL HEREBY RESOLVES AS FOLLOWS:

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

SECTION 2: Pursuant to the provisions of the California Environmental Quality Act (Public Resources Code Sections 21000, et seq. (“CEQA”), the State CEQA Guidelines (“Guidelines” and California Code of Regulations, Title 14, Sections 15000, et seq.), and the City’s Local CEQA Guidelines, City staff had an Initial Study prepared of the potential environmental effects of the proposed Project, including the adoption of a General Plan amendment and Zone Change, and adoption of a Specific Plan. Based on the information contained in the Initial Study, staff determined that there was less than substantial evidence that approval of the Project may have significant environmental impact, with mitigating measures. Accordingly, the City prepared a Mitigated Negative Declaration in accordance with Section

15070 of the State CEQA Guidelines. Notice of the preparation of the Mitigated Negative Declaration was posted for the period of January 14, 2022, through February 14, 2022. Pursuant to Section 15074(b) of the Guidelines, the City Council independently reviewed and considered the contents of the Initial Study and the Mitigated Negative Declaration. Pursuant to the City Council's adoption of this Resolution No. 22-24, the City Council adopts the Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program for the Project in compliance with CEQA Guidelines.

The Initial Study/Mitigated Negative Declaration (State Clearing House No. 2022010219), with supporting studies, is incorporated herein by reference, and can be found on the City's website. A copy of the Initial Study/Mitigated Negative Declaration can be found at the State Clearinghouse, and at the City's Community Development Division. The Project's Mitigation Monitoring & Reporting Program is attached hereto as Exhibit "B".

Based on the initial study, the Mitigated Negative Declaration, the comments received thereon, and the record before the City Council, the City Council hereby finds that the Mitigated Negative Declaration prepared for the Project represents the independent judgment of the City and that there is no substantial evidence that the approval of the Project, including the proposed General Plan amendment and zone change may have any significant environmental impact with mitigating measures implemented. The documents and other materials, which constitute the record on which this decision is based, are maintained by the City's Department of Community Development.

SECTION 3: Based on the record of the hearing, including all information presented at the hearing, including the Staff Report dated April 12, 2022, which is hereby incorporated into this Resolution 22-24 by reference, the City Council hereby finds:

Based on the Initial Study, the Mitigated Negative Declaration, the comments received, and the record before the Planning Commission, the Planning Commission hereby finds that the Mitigated Negative Declaration prepared for the Project represents the independent judgment of the City and that there is no substantial evidence that the approval of the proposed Specific Plan may have any significant environmental impact with mitigating measures implemented. The documents and other materials which constitute the record on which this decision is based are maintained by the City's Department of Community Development.

SECTION 4: As conditioned, the proposed Project will be consistent with the City's General Plan, provided City Council adopts the amendments to the General Plan (No. 21-18) and Zone Change (No. 21-17).

SECTION 5: As conditioned, the proposed Project is compatible with the objectives, policies, general land uses, economic development policies and programs specified in the General Plan, including but not limited to, the following goals:

Land Use Element

Goal 1.0: *Maintain a balanced mix and distribution of land uses throughout South El Monte* by allowing for the development a significant amount of new residential units, which are lacking in the City.

Policy 1.1: *Provide opportunities for housing development at a range of densities and housing types that accommodate the varied interests and needs of present and future residents.* This Project will serve the area by greatly expanding the housing stock in the City. Currently the Property is undeveloped, and will create 207 for sale units including affordable units.

Policy 1.2: *Allow for the transition of mixed-density neighborhoods to higher density development consistent with underlying General Plan land use and zoning designations.* The multi-family neighborhood to the north has an average density of approximately 12 dwelling units per acre and this Project will provide a higher density of 16.88 dwelling units per acre.

Goal 3.0: *Accommodate new development that is compatible with and complements existing land uses* by allowing for the establishment of a large residential development that fits with the surrounding uses.

Goal 6.0: *Provide for the revitalization of deteriorating land uses and properties* by developing a property that has been undeveloped and underdeveloped for many years;

Housing Element

Goal 1: *An adequate supply of a variety of housing types to meet the existing and future needs of City residents* by allowing the proposed Project to offer a mix of new multi-family and single family units that will help provide for the needs of residents.

Policy 1.1: *The City shall provide adequate sites to facilitate the development of a range of residential development types that fulfills its regional housing needs, including low-density single-family units, moderate- to higher-density single-family attached and multiple-family units.* This development will fulfill a housing need the City has by providing multi-family and single family units at a range from moderate income to market rate.

Goal 3: *Compatible land uses that meet the needs of residents, employers and employees.* The development of housing in this area will help visually as well as physically seamlessly transition between the residential uses in the area and industrial uses.

Policy 3.3: *The City shall encourage development of higher density housing in close proximity to public transportation, services, employment, recreation, and other resources and amenities.* This is accomplished through the Project consisting of a medium density development located near high quality bus routes that are less than 0.25 miles away.

SECTION 4: Based on the above findings, the City Council hereby approves the Specific Plan as shown in Exhibit “B” for the properties located at Assessor’s Parcel No. 8102-037-020 (2540 Rosemead Boulevard); Assessor’s Parcel Nos. 8102-037-017 and 8102-037-024 (2559-2603 Chico Avenue); and APN Assessor’s Parcel No. 8102-037-022, in the City of South El Monte.

SECTION 5: Exhibits “A” and “B” hereto are incorporated herein by reference.

SECTION 6: The City Clerk shall certify to the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED this 12th day of April, 2022.

Gloria Olmos, Mayor

ATTEST:

Donna G. Schwartz, City Clerk

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

I, Donna G. Schwartz, City Clerk of the City of South El Monte, do hereby certify that the foregoing Resolution, being Resolution No. 22-24 was passed and approved by the City Council of the City of South El Monte, at a meeting of said Council held on April 12, 2022 and that said Resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donna G. Schwartz, City Clerk

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

The APNs and legal description of the Property will change with the filing of VTTM No. 083399.

Real property in the City of South El Monte, County of Los Angeles, State of California, described as follows:

PARCEL 1: (APN: 8102-037-020 AND 8102-037-022)

PARCEL 1 OF CERTIFICATE OF COMPLIANCE /LOT LINE ADJUSTMENT RECORDED MARCH 18, 2016 AS INSTRUMENT NO. [20160296565](#) OF OFFICIAL RECORDS, BEING THAT PORTION OF LOT 30, TRACT NO. 621, IN THE CITY OF SOUTH EL MONTE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON MAP FILED IN [BOOK 15, PAGES 182 AND 183](#) OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, WITHIN THE FOLLOWING DESCRIBED BOUNDARIES:

BEGINNING AT A POINT IN THE EASTERLY LINE OF SAID LOT DISTANT NORTHERLY THEREON 100 FEET FROM THE SOUTHEASTERLY CORNER OF SAID LOT; THENCE NORTHWESTERLY IN A DIRECT LINE TO A POINT IN THE NORTHERLY LINE OF THE SOUTHERLY 200 FEET OF SAID LOT DISTANT WESTERLY THEREON 100 FEET FROM SAID EASTERLY LINE; THENCE WESTERLY ALONG SAID NORTHERLY LINE TO THE WESTERLY LINE OF THE EASTERLY 200 FEET OF SAID LOT; THENCE NORTHERLY ALONG SAID WESTERLY LINE TO THE NORTHERLY LINE OF THE SOUTHERLY 300 FEET OF SAID LOT; THENCE WESTERLY ALONG SAID LAST MENTIONED NORTHERLY LINE TO THE EASTERLY LINE OF THE WESTERLY 52 FEET OF SAID LOT; THENCE NORTHERLY ALONG SAID LAST MENTIONED EASTERLY LINE TO THE NORTHERLY LINE OF THE SOUTHERLY 500 FEET OF SAID LOT; THENCE EASTERLY ALONG SAID LAST MENTIONED NORTHERLY LINE TO THE WESTERLY LINE OF THE EASTERLY 100 FEET OF SAID LOT; THENCE NORTHERLY ALONG SAID LAST MENTIONED WESTERLY LINE TO THE NORTHERLY LINE OF SAID LOT; THENCE EASTERLY ALONG SAID LAST MENTIONED NORTHERLY LINE TO THE NORTHEASTERLY CORNER OF SAID LOT; THENCE SOUTHERLY ALONG THE EASTERLY LINE OF SAID LOT TO THE POINT OF BEGINNING.

PARCEL 2: (APN: 8102-037-024)

PARCEL 2 OF CERTIFICATE OF COMPLIANCE /LOT LINE ADJUSTMENT RECORDED MARCH 18, 2016 AS INSTRUMENT NO. [20160296565](#) OF OFFICIAL RECORDS, BEING LOT 29 OF TRACT 621, IN THE CITY OF SOUTH EL MONTE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON MAP FILED IN [BOOK 15 PAGES 182 AND 183](#) OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 3: (APN: 8102-035-017)

THAT PORTION OF LOT 12, OF TRACT 621, IN THE RANCHO POTRERO GRANDE, IN THE CITY OF SOUTH EL MONTE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN [BOOK 15 PAGES 182 AND 183](#) OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE EAST LINE OF SAID LOT, DISTANT SOUTH ALONG SAID EAST LINE, 250 FEET FROM THE SOUTHEAST CORNER OF LOT 22, BLOCK "C" OF TRACT 11814, AS PER MAP RECORDED IN [BOOK 216 PAGE 21](#) OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE WEST PARALLEL WITH THE SOUTH LINE OF SAID LOT 22, A DISTANCE OF 150 FEET TO THE NORTHEAST CORNER OF THE LAND DESCRIBED IN THE DEED TO TUNIS ANTHONY KOLL AND WIFE, RECORDED DECEMBER 27, 1946 IN [BOOK 24017 PAGE 407](#) OF OFFICIAL RECORDS OF SAID COUNTY; THENCE SOUTH ALONG THE EAST LINE AND THE SOUTHERLY PROLONGATION THEREOF OF

THE LAND SO CONVEYED, TO A POINT IN THE SOUTH LINE OF SAID LOT 12, DISTANT WEST ALONG SAID SOUTH LINE, 150 FEET FROM THE SOUTHEAST CORNER OF SAID LOT 12; THENCE EAST ALONG SAID SOUTH LINE OF LOT 12, A DISTANCE OF 150 FEET TO SAID SOUTHEAST CORNER OF LOT 12; THENCE NORTH ALONG SAID EAST LINE OF LOT 12 TO THE POINT OF BEGINNING.

EXCEPT ALL PETROLEUM, OIL AND ASPHALTUM, GAS AND ALL HYDROCARBONS IN, ON OR UNDER THE SOUTH HALF OF LOT 12, EXCEPTED AND RESERVED BY LINUS J. NIEMEYER AND CHRISTA MIEMEYER AS PER DEED RECORDED JULY 7, 1948 INSTRUMENT NO. 546, OF OFFICIAL RECORDS.

EXHIBIT “B”

STARLITE SPECIFIC PLAN



STARLITE SPECIFIC PLAN

DRAFT

February 18, 2022

prepared for: KB Home
prepared by: KTG Y Group



STARLITE

SPECIFIC PLAN DRAFT

FEBRUARY 18, 2022

Acknowledgements

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Prepared by:

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With

FORMA (Civil Engineering)

WDG (Landscape Architecture)

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STARLITE SPECIFIC PLAN

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1.1 PURPOSE AND OBJECTIVE OF THE SPECIFIC PLAN

The Starlite Specific Plan provides a detailed description of the proposed land use, infrastructure, and implementation requirements for the Starlite project located on State Route 19 (SR-19)/Rosemead Boulevard in the City of South El Monte, California. The Specific Plan will be processed through the City of South El Monte, California. The Design Guidelines contained in this Specific Plan will assist in creating a sense of place and high-quality development on the project site. The Development Regulations will establish permitted uses, building setbacks, and general development criteria.

The Starlite Specific Plan is consistent with the applicable goals and policies of the City of South El Monte General Plan. The provisions and regulations contained in the Specific Plan shall apply to the Starlite project area, and shall prevail in instances of conflict with the provisions and regulations of the South El Monte Municipal Code (SEMMC) that regulate the same subject matter. Where the Specific Plan is silent on an issue, the regulations and standards contained in the SEMMC or other applicable city, state or federal code that regulate the same issue shall apply.

The Specific Plan area is located at the former Starlite swap meet site in the industrial suburb of South El Monte. Opened in the 1950s, the all-year operating theater parking lot accommodated up to 860 vehicles. The drive-in was a culture-changing phenomenon on a large property open to the public after dark. The

theatre parking lot was simultaneously used for a daytime outdoor swap meet shortly after its opening. After the closure of the drive-in theater in 1997, the site continued to be used for weekend swap meets. On any given weekend day vendors began arriving at the break of dawn, driving their packed vehicles through the swap meet's main entrance. The theater and swap meet offered entertainment at night and a business venue during the day.

Today, the Starlite swap meet is permanently closed. A new residential development is proposed on the site. The Starlite Specific Plan will enhance the community character and implement a vision that maximizes the site's future potential, and contributes toward the City's objective to meet the State of California's housing production goals.



Existing Site Photo

1.2 AUTHORITY AND FORMAT OF THE SPECIFIC PLAN

This Specific Plan is an implementation tool that:

- Implements a local response to the statewide housing crisis.
- Provides development standards and design guidance for on-site residential development.
- Develops a plan that can be implemented based on existing and anticipated future economic conditions.
- Assures appropriate financing for infrastructure, including domestic water, urban runoff and drainage facilities, and sewage disposal.

The State of California Legislature has established the authority and scope to prepare and implement specific plans. The State requires that all cities and counties in California prepare and adopt a comprehensive General Plan for the physical development of their areas of jurisdiction. To implement the policies described in the General Plan, regulating programs are adopted (e.g., zoning ordinances, subdivision ordinances, building and housing codes, etc.). California State law authorizes cities with complete General Plans to prepare and adopt specific plans (*Government Code Section 65450 – 65457*). Local planning agencies or their legislative bodies may designate areas within their jurisdiction as areas for which a specific plan is “necessary or convenient” (*Government Code Section 65451*).

Specific plans are intended to serve as bridges between the local General Plan and the individual development proposal for a specific area. Specific plans contain both planning policies and regulations, and may combine zoning regulations, capital improvement programs, and other regulatory requirements into one document.

The Starlite Specific Plan has been created through the authority granted to the City of South El Monte by the *California Government Code, Sections 65450 through 65453*. This Specific Plan has been prepared in accordance with the provisions of the California Government Code, which stipulate that a specific plan contain text and diagrams specifying the following:

- **Land Use:** The specific plan must specify the distribution, location, and extent of the uses of land, including open space, within the area covered by the plan. This discussion is included in *Section 3.2, Land Use Plan*, of this Specific Plan.
- **Public Facilities:** The specific plan must show the proposed distribution, location, extent, and intensity of major components of public and private transportation, wastewater, water, drainage, solid waste disposal, energy, and other essential facilities located within the area covered by the plan, and needed to support the land uses described in the plan. This discussion is included in *Section 3.3, Circulation Plan*, *Section 3.4, Infrastructure Plan*, and *Section 3.5, Dry Utilities and Public Services*, of this Specific Plan.
- **Development Standards:** The specific plan must include standards and criteria by which development will proceed, and standards for the conservation, development, and utilization of natural resources, where applicable. This discussion is contained in *Chapter 5, Development Regulations*, of this Specific Plan.
- **Implementation Measures:** The specific plan must include a program of implementation measures, including regulations, programs, and financing measures. A discussion of these topics is included throughout *Chapter 6, Implementation*, of this Specific Plan.
- **General Plan Consistency:** The specific plan must include a statement of the relationship of the specific plan to the General Plan. An analysis of the Starlite Specific Plan's consistency with the City's General Plan is contained in *Appendix A, Consistency with City of South El Monte General Plan*, of this Specific Plan.
- **Optional Contents:** The specific plan may address any other subject that, in the judgment of the City, is necessary or desirable for implementation of the General Plan. Community building, landscape, architectural, and sustainable design guidelines in *Chapter 4, Design Guidelines*, of this Specific Plan.

1.3 SPECIFIC PLAN AREA LOCATION

The 12.3-acre project site is located in the northern portion of the City of South El Monte, California. The Starlite Specific Plan area is located to the east of State Route 19 (SR-19)/Rosemead Boulevard and west of Chico Avenue. Regional access to the site, depicted on *Exhibit 1.1, Regional Context*, is available from the north via Interstate I-10 and from the south via State Route 60 (SR-60). Local access to the site is depicted on *Exhibit 1.2, Local Context*. Local access from both I-10 and SR-60 is provided by Rosemead Boulevard.

1.4 SPECIFIC PLAN SUMMARY

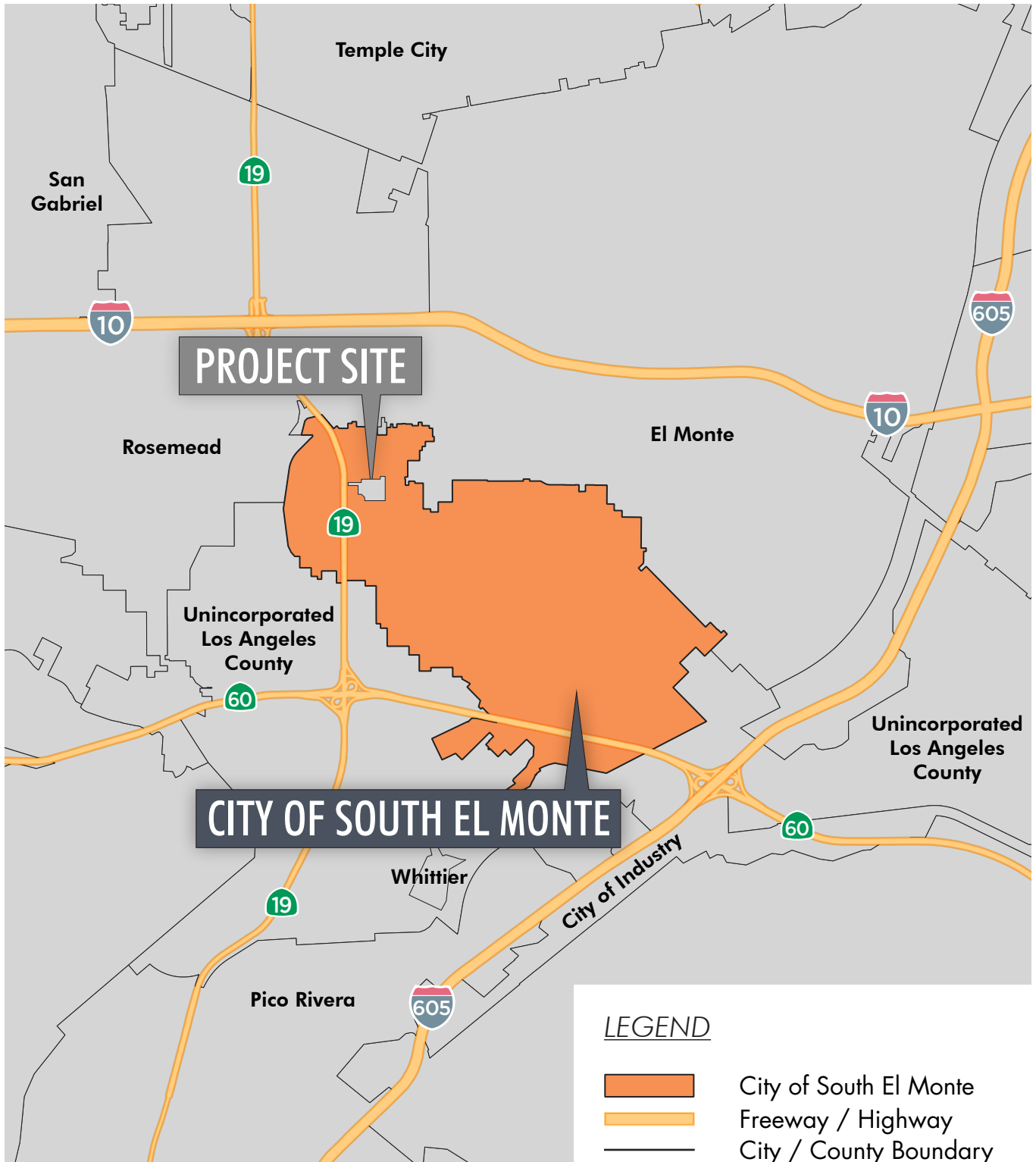
The Starlite Specific Plan project is the result of intensive planning and careful design to create a high quality infill project. The Starlite Specific Plan includes up to 207 single- and multi-family dwelling units on the approximately 12.3-acre project site. The project consists of attached and detached two-, three-, and four-bedroom dwelling units, a recreation center, and common open space.

The Starlite Specific Plan incorporates place-making principles to create a pedestrian-friendly development. The common open spaces may contain paseo, a recreation center and landscaped space. The Specific Plan area will have a unifying landscape theme, including a system of courtyards and amenity spaces throughout the project site that maximize access to the outdoors.

1.4.1 SPECIFIC PLAN GOALS

The Starlite Specific Plan is envisioned as a catalyst for the local area and the Rosemead Boulevard corridor. The Starlite Specific Plan is designed to implement a series of realistic and achievable project objectives that will help to implement the applicable City of South El Monte General Plan goals and policies, and ensure that the project is implemented as a high-quality community. These objectives, which are identified below, have been refined throughout the planning and design process.

- Include a variety of housing types, including affordable housing units for moderate-income households, consistent with the goals and policies of the City of South El Monte General Plan.
- Include an enhanced level of community recreational amenities, including but not limited to, a pool and spa.



Source: County of Los Angeles

Exhibit 1.1, Regional Context

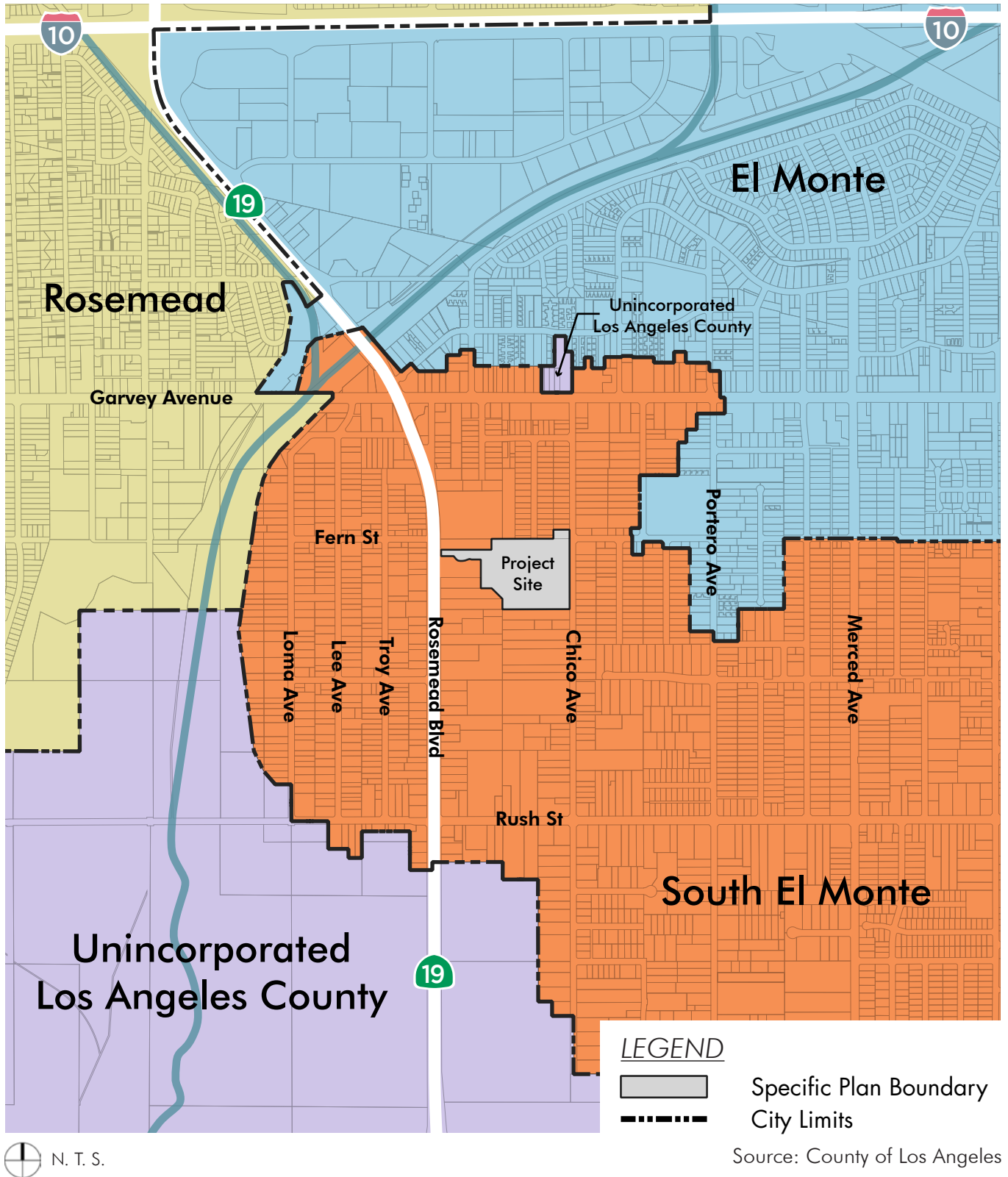


Exhibit 1.2, Local Context

1.5 DISCRETIONARY ACTIONS AND APPROVALS

- Utilize unique public financing programs to provide flexibility in the use of impact fees, boosting programs/services for the greater community.
- Provide a greater horizontal separation (buffer) from existing single-family homes abutting the site than a typical side yard setback.
- Provide new infill housing on a vacant and under-utilized site.
- Promote a pedestrian-friendly environment by including sidewalks with street trees and paseos throughout the community and establishing a strong sense of neighborhood.

The City of South El Monte is the Lead Agency for purposes of California Environmental Quality Act (CEQA) compliance. These actions are required to implement this Specific Plan:

- **General Plan Amendment:** A General Plan Amendment will be necessary to: 1) change the General Plan land use designation of the entire property from the current “Commercial-Manufacturing” (CM) and “Medium Density Residential” (MDR) to “Medium Density Residential” (MDR); and 2) eliminate the Fern Avenue extension between Rosemead Boulevard and Chico Avenue from the General Plan’s Circulation Element Figure C-3, Master Plan of Roadways and Figure C-4, Bikeway Master Plan.
- **Zone Change:** An approval of a Zone Change will be necessary to change the zoning of the entire property from the current “Commercial Manufacturing” (C-M) and “Medium Density Residential” (R-3) to “Medium Density Residential with Starlite Specific Plan” (R-3 with Starlite SP) on the City’s Zoning Map. The Starlite Specific Plan has been prepared to realize the objectives of the proposed project as defined herein.
- **Vesting Tentative Tract Map (VTTM):** A VTTM for the Specific Plan area will be prepared and processed through the City in accordance with Chapter 16 of the SEMMC and in accordance with the Subdivision Map Act of the California Government Code.

- Site Plan Review: A Site Plan Review for development within the Specific Plan area will be processed through the City in accordance with Chapter 17.23 of the SEMMC.
- Environmental Document: An Initial Study is prepared to provide the information for determining whether an environmental impact report (EIR), Negative Declaration (ND), or Mitigated Negative Declaration (MND) would be needed. The Initial Study has been prepared to support the adoption of an MND.

Final Maps will require approval by the City Council. There will also be subsequent, non-discretionary permits (e.g. grading permits, ministerial approvals, and conditions of approval) that would be necessary to implement the project.

2.1 RELATIONSHIP TO THE GENERAL PLAN AND ZONING CODE OF THE CITY OF SOUTH EL MONTE

As required by State Law, the Starlite Specific Plan is consistent with the applicable goals and policies contained in the adopted City of South El Monte General Plan. The goals and policies identified within each element of the General Plan have been evaluated, and a statement of compliance with the General Plan has been included in *Appendix A, General Plan Consistency Analysis*. This Specific Plan serves as zoning for the Specific Plan area.

2.1.1 GENERAL PLAN LAND USE & CIRCULATION

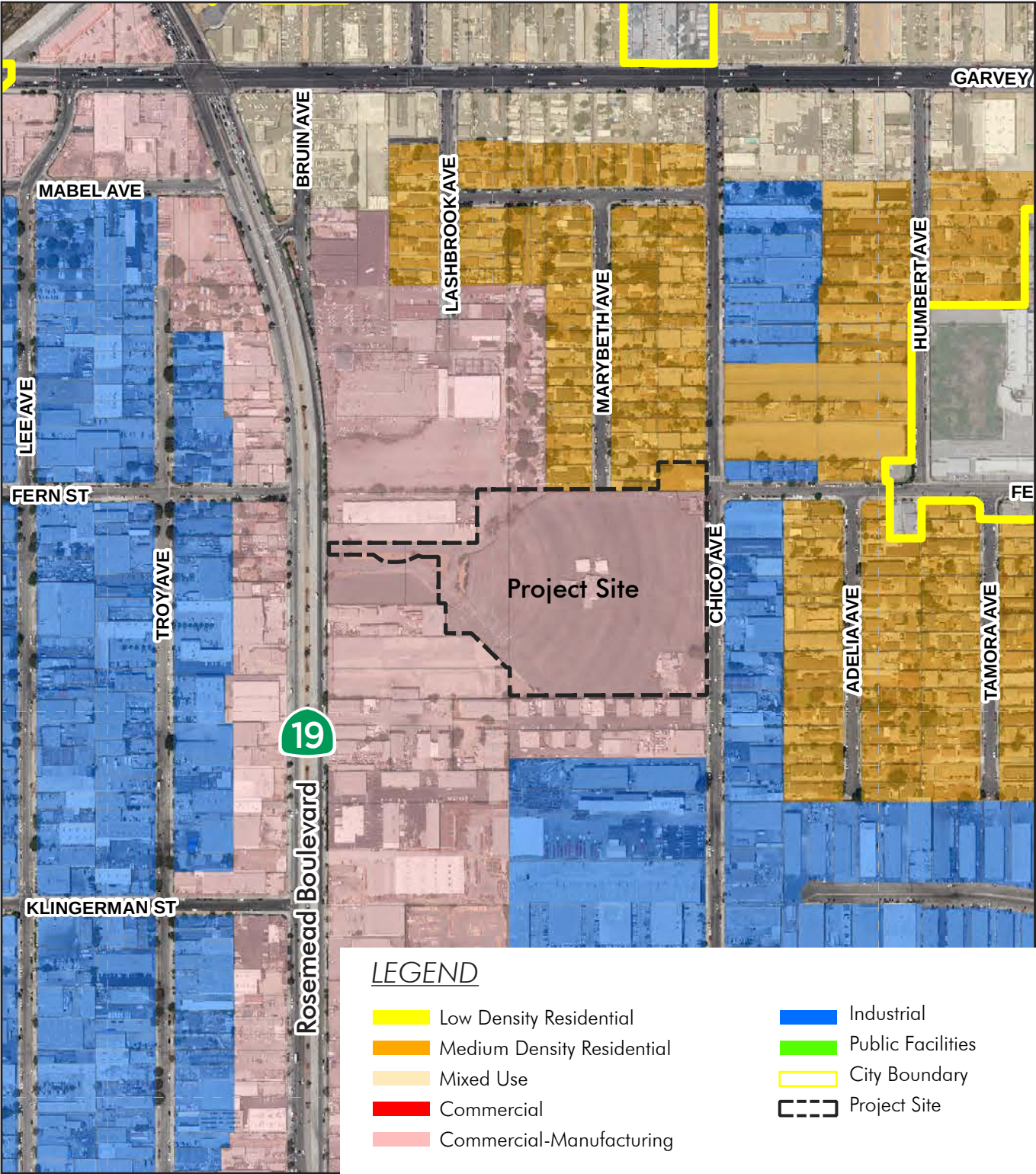
According to the General Plan's Land Use Policy Map, the Specific Plan area is designated as "Commercial-Manufacturing" (CM) and "Medium Density Residential" (MDR). A General Plan Amendment is requested to establish "Medium Density Residential" (MDR) as the land use designation for the Specific Plan area (See *Exhibit 2.1, Existing General Plan Land Use Designation* and *Exhibit 2.2, Proposed General Plan Land Use Designation*).

The General Plan's Master Plan of Roadways and Bikeway Master Plan show an extension of Fern Avenue between Rosemead Boulevard and Chico Avenue. The Fern Avenue extension has not been implemented since the adoption of the General Plan in 2000, because the City does not have the right-of-

way and would need to demolish existing buildings on the site in order to implement the extension. The General Plan Amendment requests to eliminate the Fern Avenue extension from the Master Plan of Roadways and Bikeway Master Plan in the General Plan's Circulation Element.

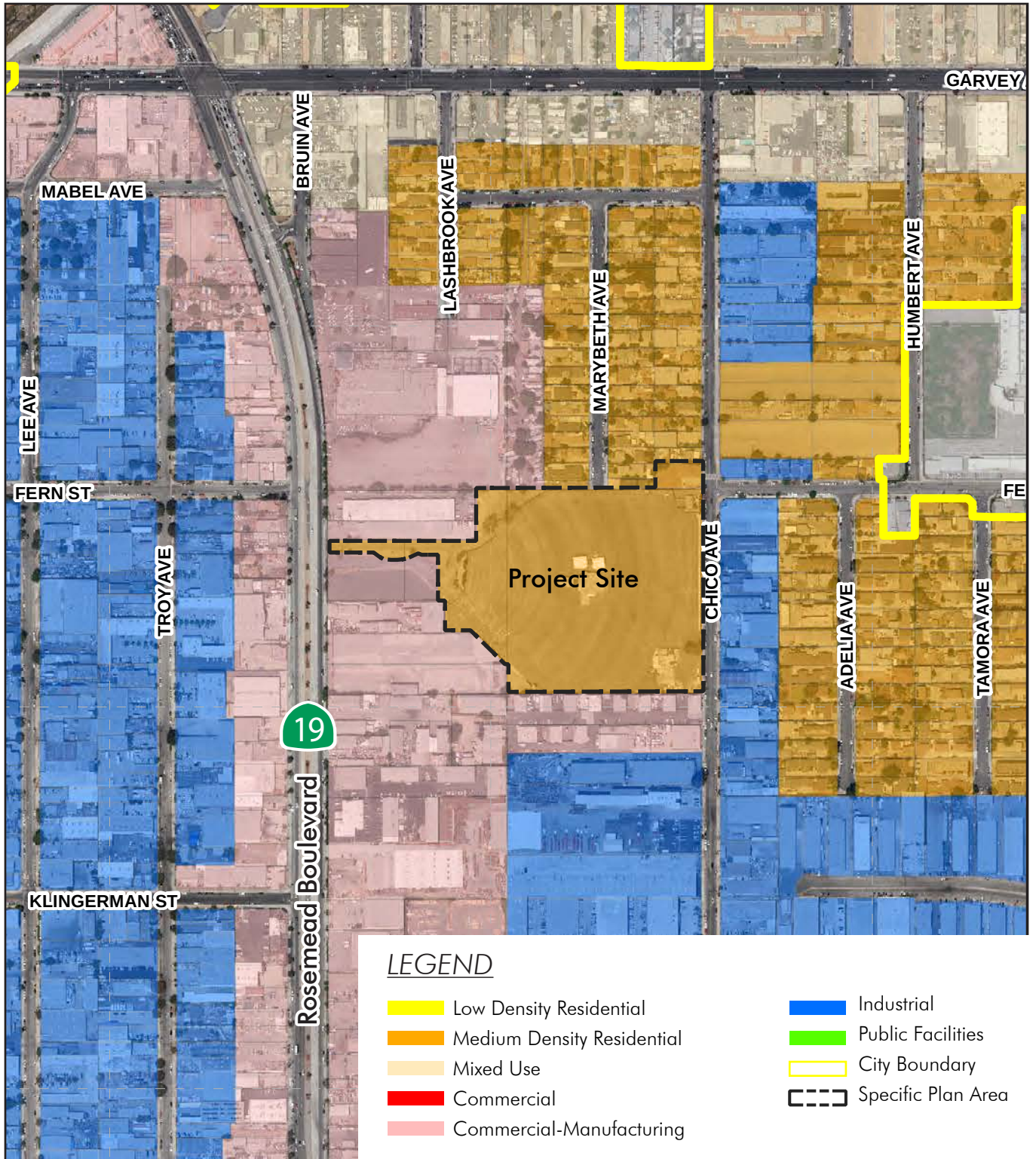
2.1.2 ZONING

The City's current zoning designations for the Specific Plan area is "Commercial Manufacturing" (C-M) and "Medium Density Residential" (R-3). A Zone Change is requested to change the zoning designation of the project site from C-M and R-3 to "Medium Density Residential with Starlite Specific Plan" (R-3 with Starlite SP). (See *Exhibit 2.3, Existing Zoning Map* and *Exhibit 2.4, Proposed Zoning Map*).



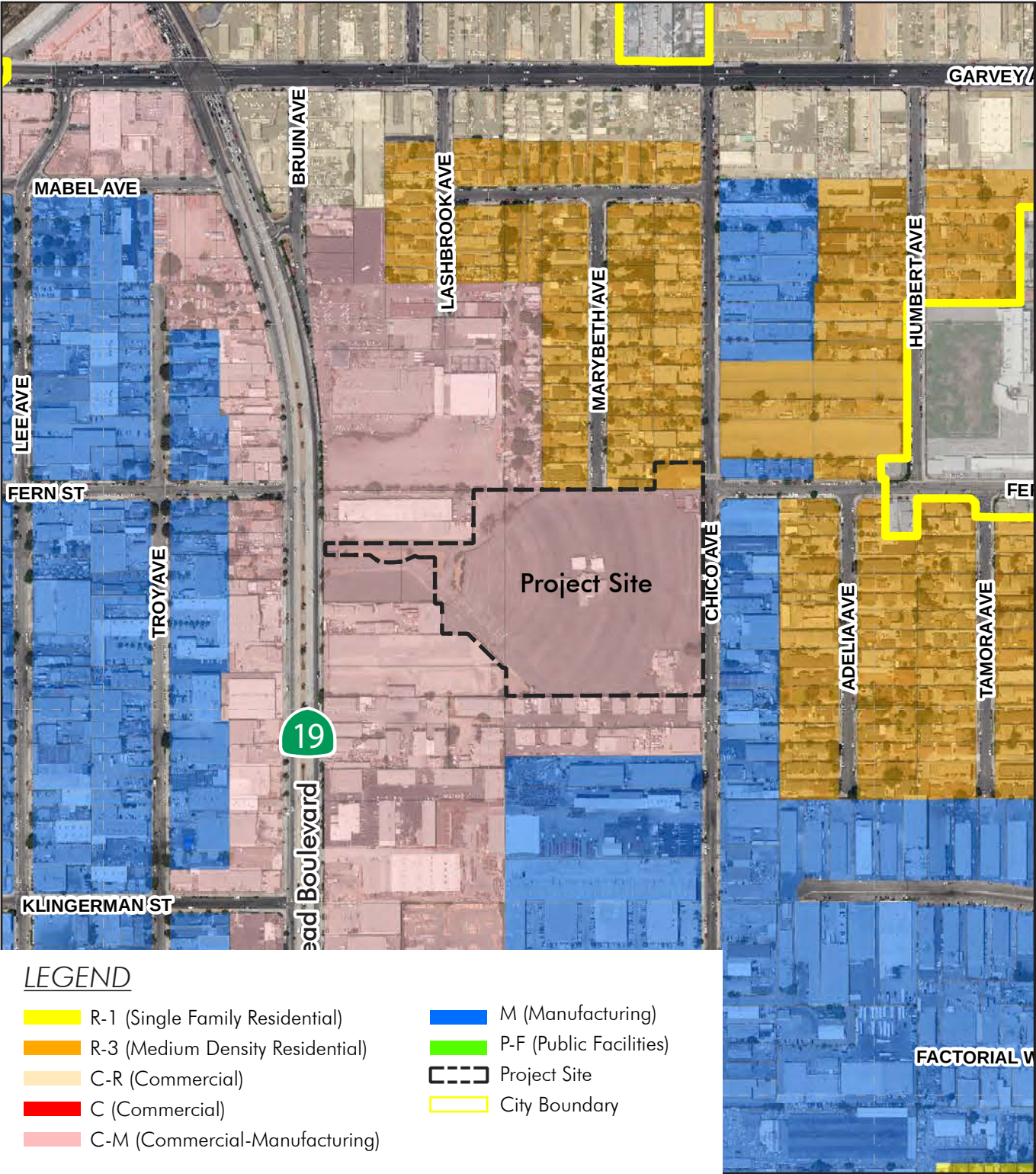
Source: City of South El Monte

Exhibit 2.1, Existing General Plan Land Use Designation



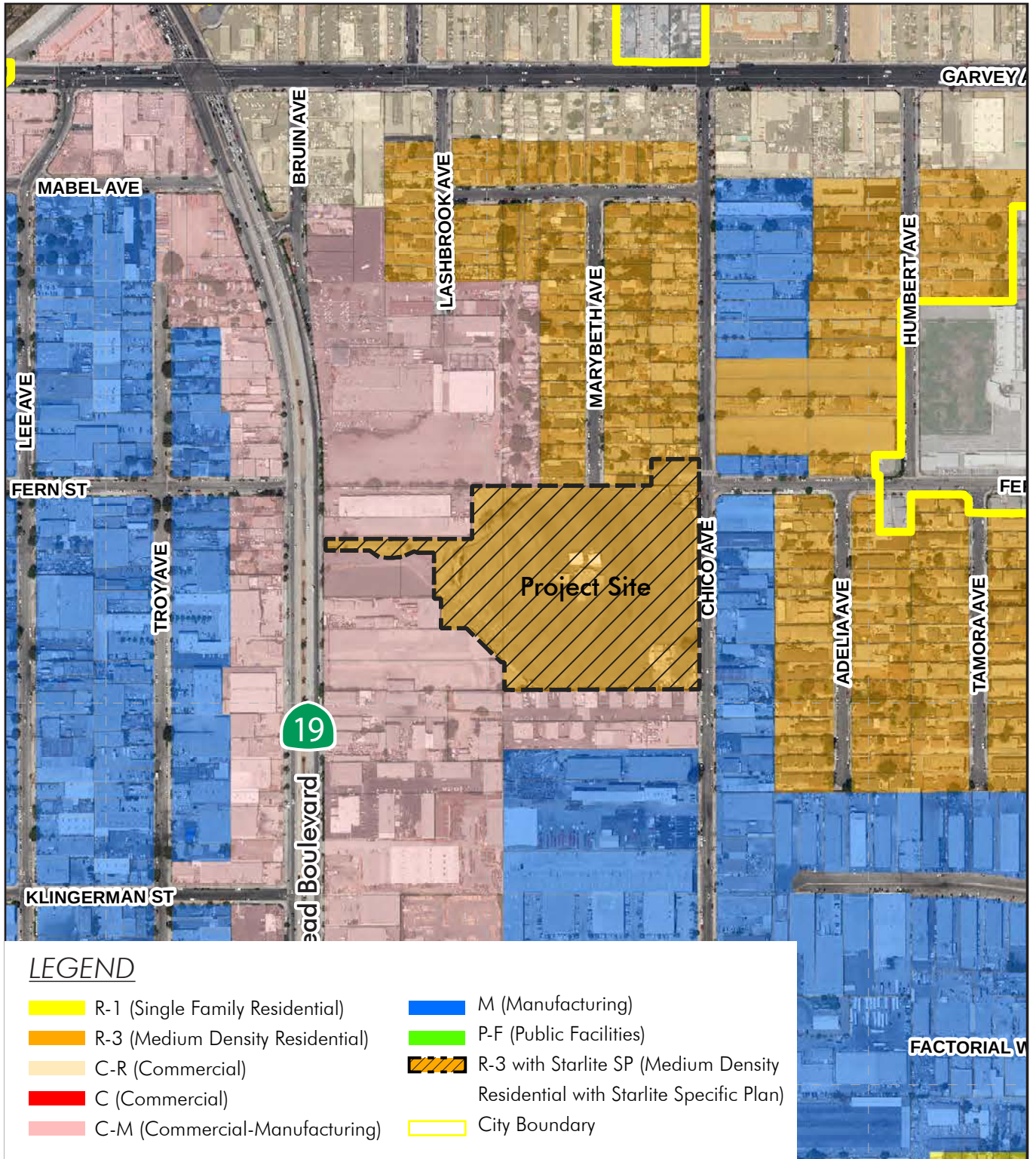
Source: City of South El Monte

Exhibit 2.2, Proposed General Plan Land Use Designation



Source: City of South El Monte

Exhibit 2.3, Existing Zoning Map



Source: City of South El Monte

Exhibit 2.4, Proposed Zoning Map

2.2 PROJECT CONTEXT AND SURROUNDING LAND USES

The site is surrounded by a number of uses that influence the design of the project. These influences are shown on *Exhibit 2.5, Surrounding Uses*, and described below:

- The retail center to the north of the Specific Plan area.
- The adjacent one- and two-story single family homes located to the north of the Specific Plan area.
- The adjacent manufacturers located to the south and east of the Specific Plan area.
- Proximity to Rosemead Boulevard.

2.3 EXISTING SITE CONDITIONS

The Specific Plan area was most recently utilized for swap meet on weekends. After the permanent closure of the swap meet in 2020, the asphalt covered site is mostly vacant with a residence at the northeast corner of the site and a vacant building at the southwest corner of the site.

2.3.1 SITE TOPOGRAPHY

The Specific Plan area is relatively flat, with an elevation range from 240 above mean sea level (AMSL) to 245 AMSL.

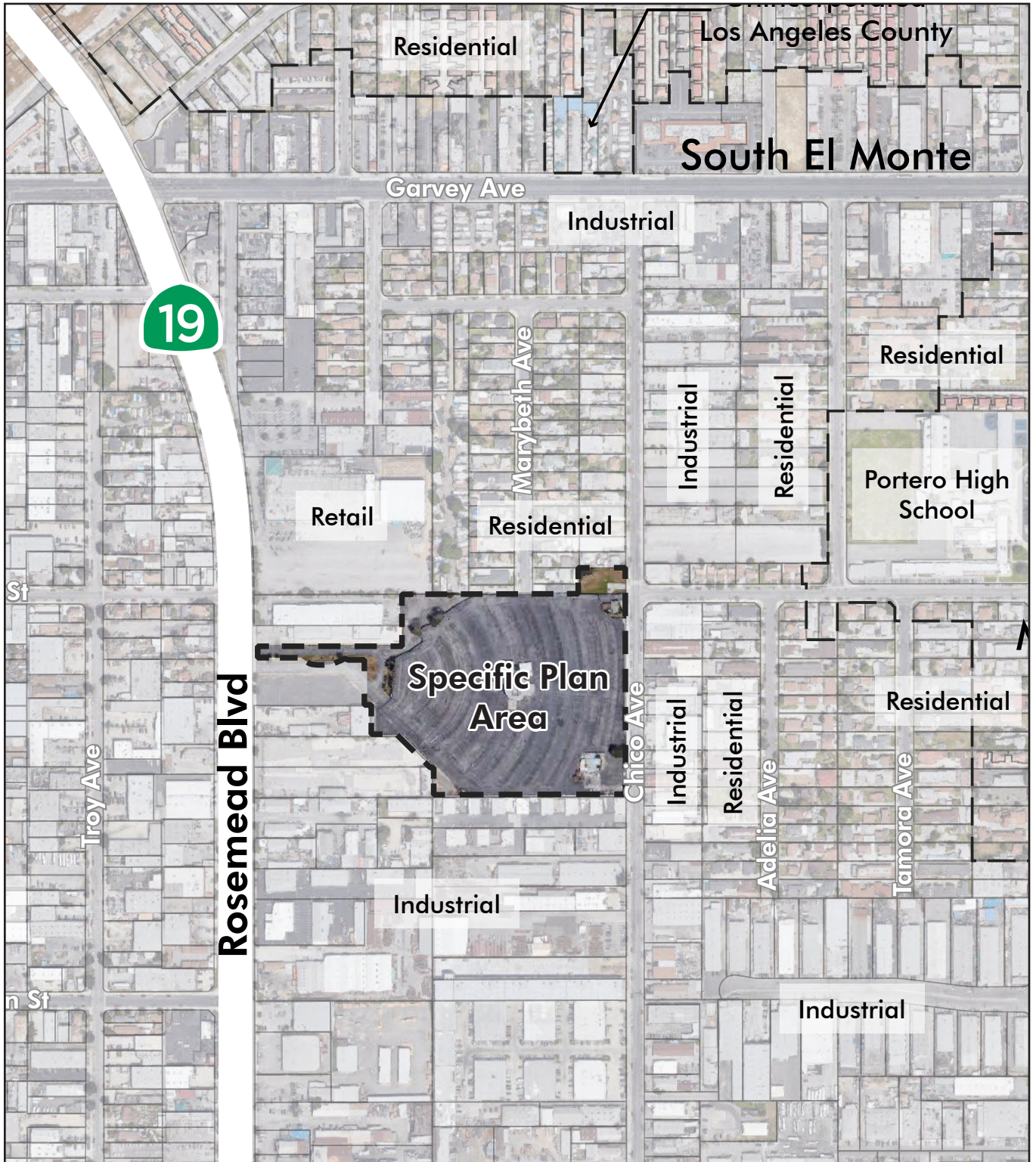
2.3.2 VEHICULAR ACCESS AND MOBILITY

Regional access to the site is provided by I-10 from the north and SR-60 from the south. Local access to the Specific Plan area is provided from Rosemead Boulevard, which is identified as an arterial highway by the General Plan. Rosemead Boulevard is comprised of four travel lanes and a median. An existing driveway connects the project site to Rosemead Boulevard.

The nearest bus stop is located at the intersection of Rosemead Boulevard, and Fern Street. This bus stop is serviced by Metro Routes 176 and 266. Route 176 provides service between the cities of South Pasadena and Montebello. Route 266 provides service between the cities of Pasadena and Lakewood (See *Exhibit 2.6, Existing Mobility Access*).

2.3.3 EASEMENTS

Five existing pipeline easements will remain. Two gas lines are generally along the northerly property line, a 10-foot storm drain runs diagonally through the northwest corner and along the north side of the driveway, which provides the direct access to Rosemead Boulevard, two other easements are located at the northeast corner of the project site.



Source: Google

Exhibit 2.5, Surrounding Uses



Source: Foothill Transit, Metro

Exhibit 2.6, Existing Mobility Access

3.1 PURPOSE AND INTENT

This Chapter contains a discussion of the various plan elements for the Starlite Specific Plan, including the following:

- Land Use Plan and Circulation Plan
- Infrastructure Plan
- Dry Utilities and Public Services
- Grading Plan

Each plan works in tandem with the other plans to establish a framework for the Specific Plan area, ensuring that the Project will develop as a quality and cohesive community within of the overall urban fabric of Starlite.

3.2 LAND USE PLAN

The Starlite Specific Plan is an infill development that converts the mostly vacant site of the former Starlite drive-in/swap into a high-quality residential community to meet the City's housing needs.

The medium density residential (MDR) designation is applied to the entire Starlite Specific Plan area, as shown in *Exhibit 3.1, Land Use and Circulation Plan*. The MDR designation allows for development of single-family detached homes, duplexes, townhomes, condominiums, and apartments. Other compatible uses serving the needs of the residents, such as parks, recreation facilities, and open space, are also allowed.

The General Plan identifies a density up to 16 du/ac for the MDR land use designation. At the maximum density of 16 du/ac, the maximum unit yield for the Starlite Specific Plan area is 197 dwelling units. The Specific Plan includes affordable housing units for moderate-income families. By providing 10.5% of the 197 units as affordable housing units, which equates to 21 dwelling units, for moderate-income households, the Starlite Specific Plan is allowed a 5.5% density bonus per Section 65915 of the California Government Code and South El Monte Municipal Code (SEMMC) Chapter 17.85 Density Bonus Provisions.

The density bonus brings the total maximum allowable number of dwelling units to 207 dwelling units on the approximately 12.3-acre project site, resulting in a gross project density of 16.88 dwelling units per acre. *Table 3.1, Land Use Summary*, provides a summary of the land use acreage, maximum number of dwelling units, and maximum density.

Table 3-1 Land Use Summary

LAND USE	GROSS AREA (AC)	MAXIMUM DWELLING UNITS (DU)	MAXIMUM DENSITY (DU/AC)
MEDIUM DENSITY RESIDENTIAL (MDR)	12.3	207	16.88

Below is the general development parameter for the Specific Plan area:

- A. Development within the Specific Plan area shall not exceed 207 dwelling units, with a maximum density of 16.88 dwelling units per gross acre.
- B. The Specific Plan area shall include a mix of detached and attached dwelling units.
- C. The Specific Plan area shall be gated.
- D. Adequate park/recreation areas and open space shall be provided to meet the needs of the residents, pursuant to Chapter 4, Design Guidelines and Chapter 5, Development Regulations of this Specific Plan.
- E. Development shall comply with the design criteria and development standards set forth in Chapter 4, Design Guidelines and Chapter 5, Development Regulations of this Specific Plan.

3.3 CIRCULATION PLAN

Regional access to the site is provided by Interstate 10 (I-10) from the north and SR 60 from the south. Local access to the project is provided by Rosemead Boulevard (SR 19), which parallels the western boundary of the Specific Plan area, and Chico Avenue to the east of the project site.

3.3.1 VEHICULAR CIRCULATION

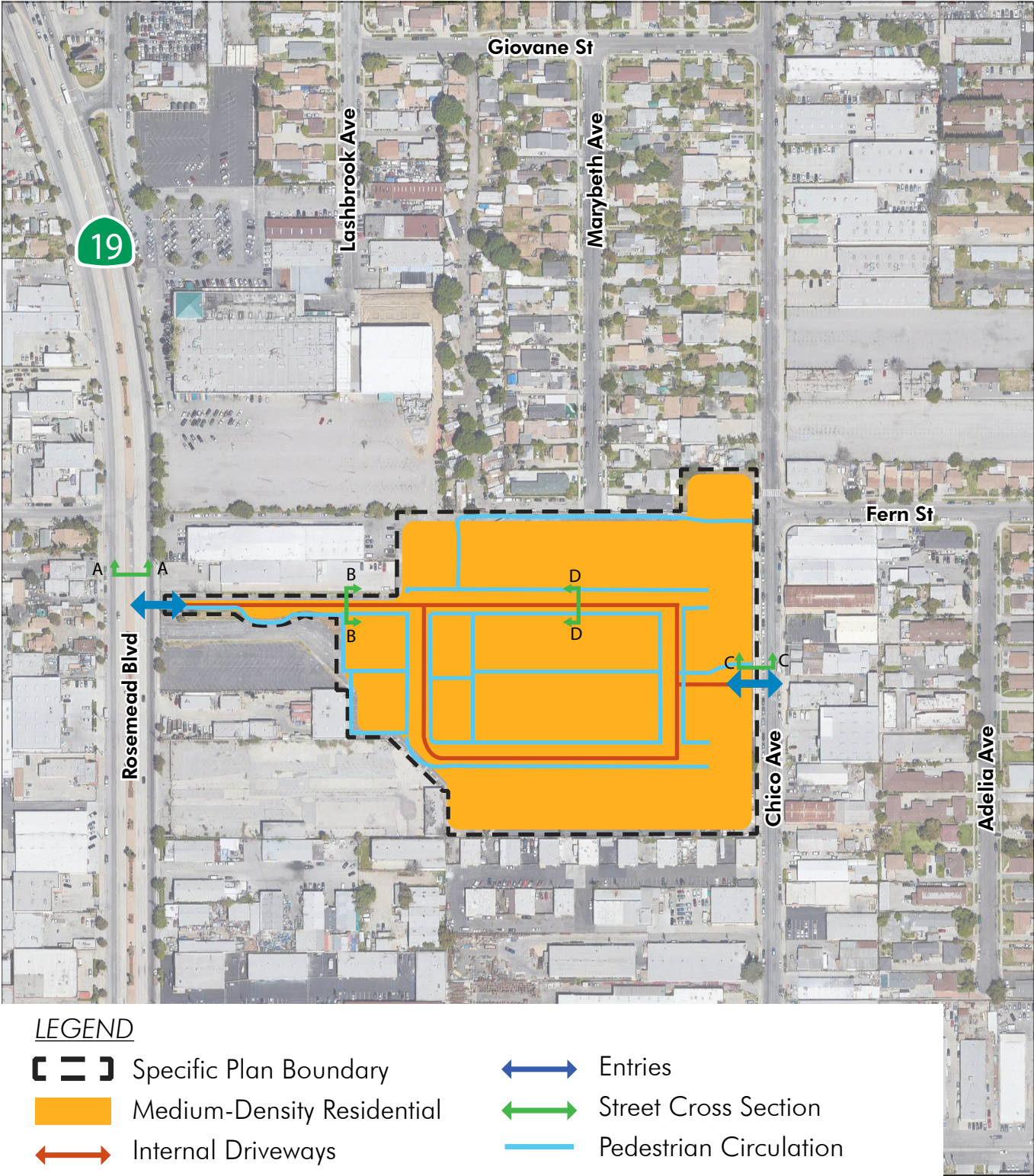
Rosemead Boulevard (SR/19) runs in a north-south direction. The Circulation Element of the General Plan designates Rosemead Boulevard as an Arterial Highway, a four-lane divided roadway. The typical existing Rosemead Boulevard section is shown in *Exhibit 3.2, Typical Street Cross Sections*. A proposed driveway providing direct access to Rosemead

Boulevard is shown in *Exhibit 3.2, Typical Street Cross Sections*. A new traffic signal will be installed on Rosemead Boulevard at the entrance to the project site.

Chico Avenue runs in a north-south direction. The Circulation Element of the General Plan designates Chico Avenue as a Residential and Industrial Collector, a two-lane undivided roadway with on-street parking. The typical Chico Avenue section is shown in *Exhibit 3.2, Typical Street Cross Sections*. As depicted on *Exhibit 3.1, Land Use Plan and Circulation Plan*, two gated project entries drives will be provided from Rosemead Boulevard and Chico Avenue. The entry drives will continue into the development and become a loop road configuration. The typical design of internal driveways within the project is depicted in *Exhibit 3.2, Typical Street Cross Sections*.

3.3.2 PEDESTRIAN CIRCULATION

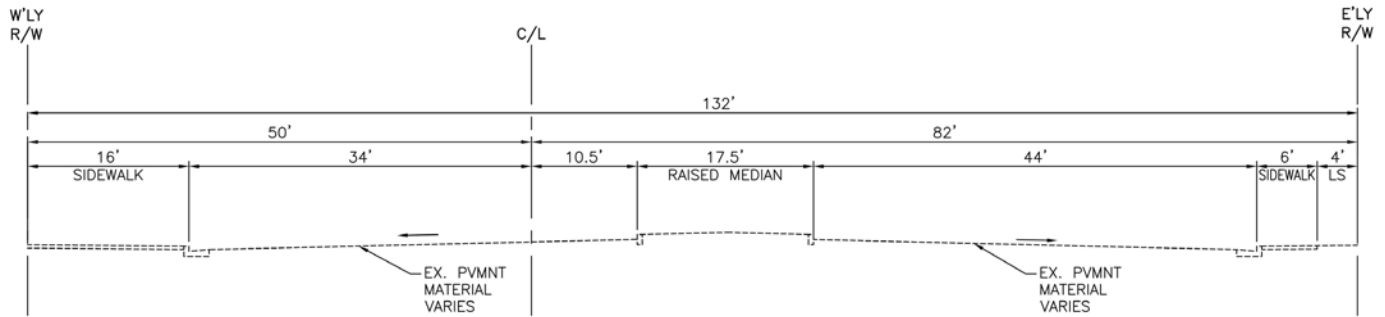
Pedestrian circulation is provided throughout the development by a network of walkways along the internal drives and open space areas, which will connect to the existing City sidewalks along Rosemead Boulevard and Chico Avenue, as shown in *Exhibit 3.1, Land Use Plan and Circulation Plan*.



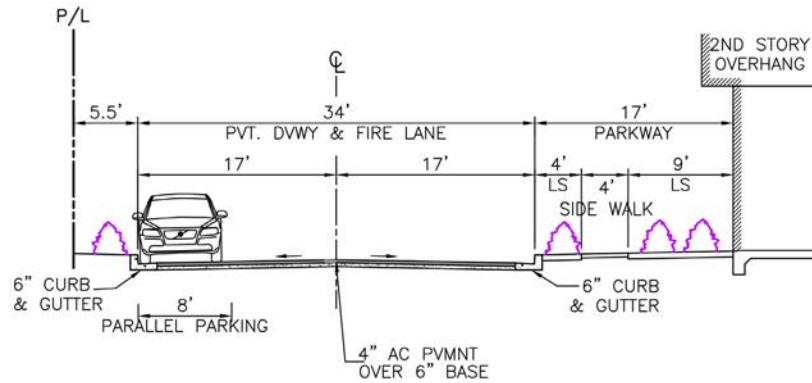
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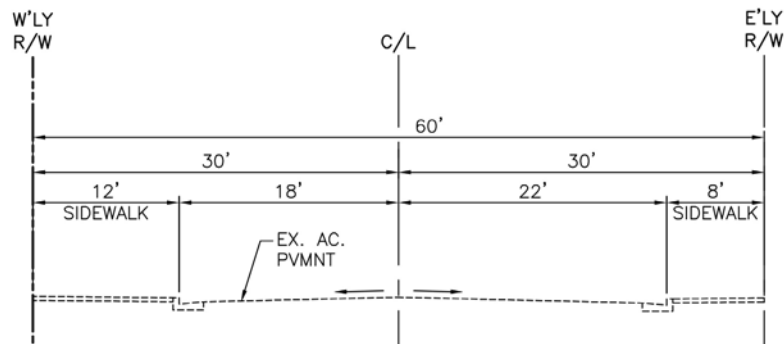
Exhibit 3.1, Land Use and Circulation Plan



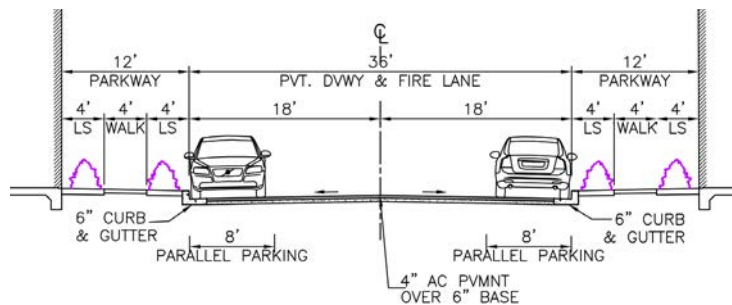
CROSS SECTION A-A ROSEMEAD BOULEVARD



CROSS SECTION B-B DRIVEWAY BETWEEN ROSEMEAD BOULEVARD AND INTERNAL STREET



CROSS SECTION C-C CHICO AVENUE AT PROJECT FRONTAGE



CROSS SECTION D-D INTERNAL DRIVEWAYS

Source: FORMA

N. T. S.

Exhibit 3.2, Typical Street Cross Sections

3.4 INFRASTRUCTURE PLAN

Design and construction of infrastructure facilities, including but not limited to, water, sewer, and storm drains, shall comply with the requirements of the City of South El Monte and/or relevant service agencies.

3.4.1 WATER SYSTEM

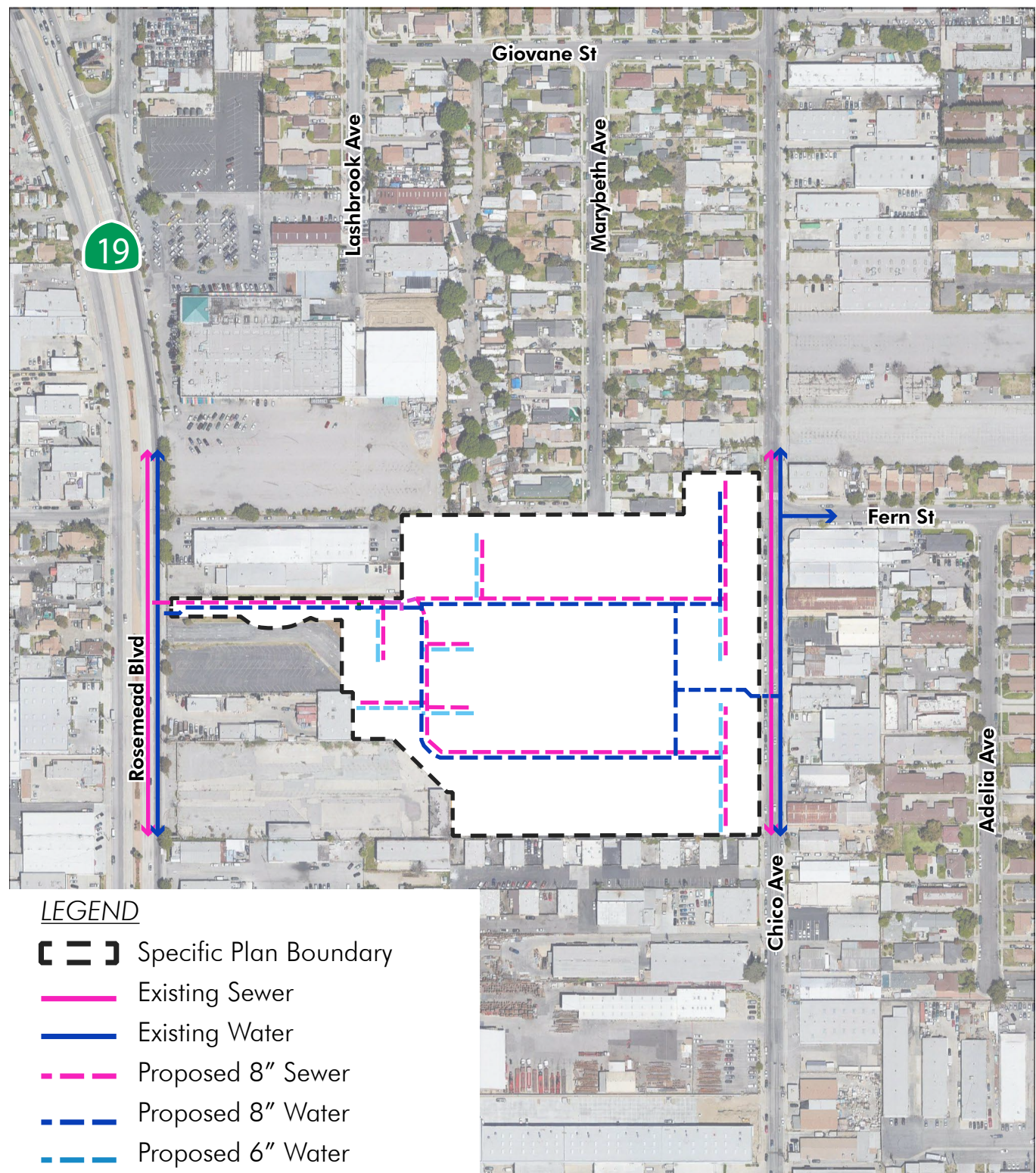
The Specific Plan area is within San Gabriel Valley Water Agency service area. There is an existing 12-inch water main in Rosemead Boulevard and a 10-inch water main in Chico Avenue. Private looping water main is proposed within the private drive aisles connecting to both Rosemead Boulevard and Chico Avenue water lines. Existing and proposed potable water system improvements are depicted in *Exhibit 3.3, Water and Sewer Plan*.

3.4.2 SEWER SYSTEM

The 8-inch public sewer main are proposed within the private drive aisles. The onsite sewer main system will extend to Rosemead Boulevard and connect to an existing 8-inch public sewer main owned by the City of South El Monte. Proposed sewer infrastructure improvements are depicted on *Exhibit 3.3, Water and Sewer Plan*.

3.4.3 DRAINAGE PLAN

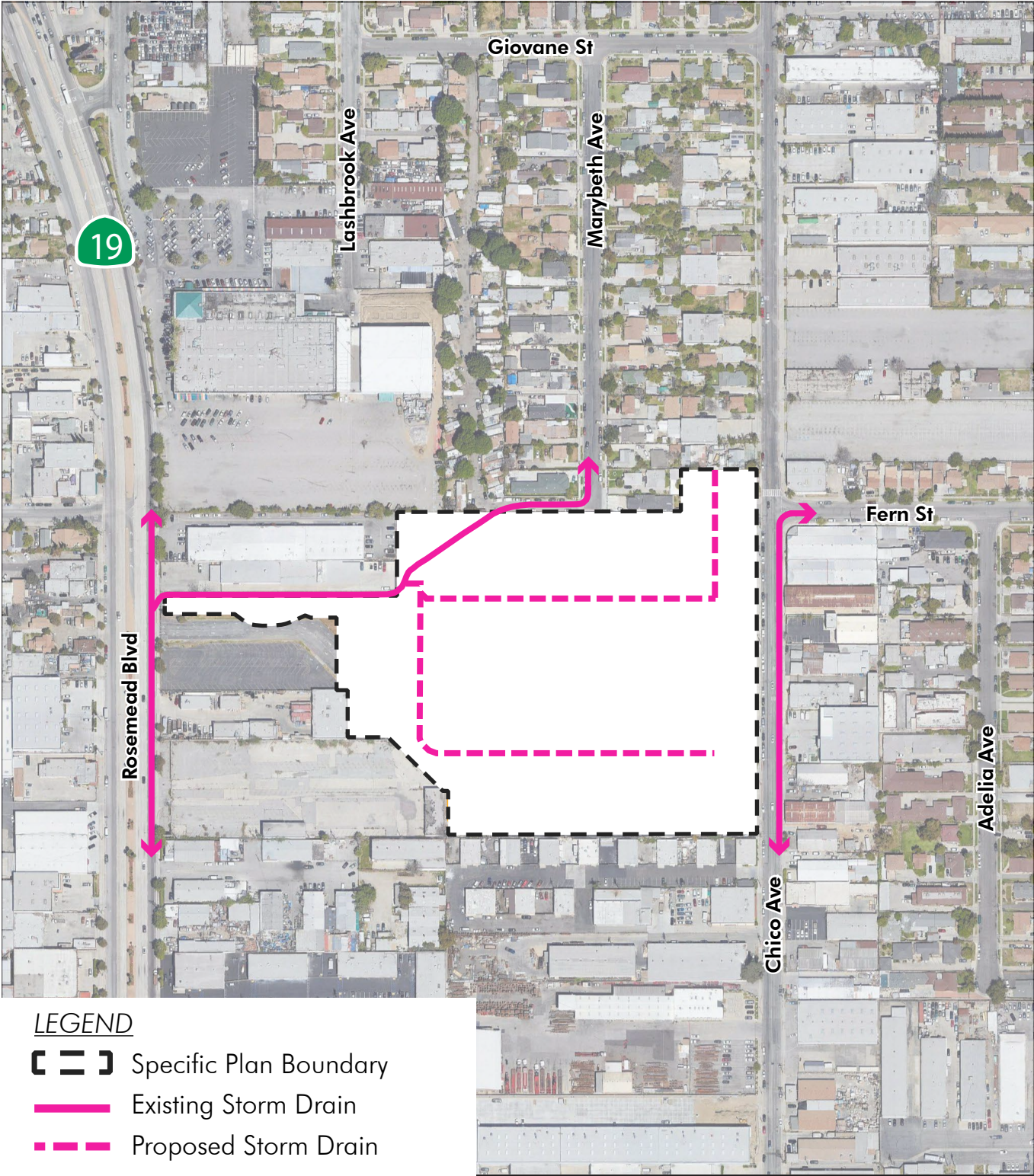
The sewer facilities and infrastructure are managed by the City's Public Works Department, owned, maintained and operated by the Los Angeles County Sanitation Districts (LACSD). Onsite runoff will be collected and detained in a central underground detention facility in compliance with the Los Angeles County Low Impact Development Manual, 2014. Storm water in excess of the required treatment volume will be conveyed directly to Los Angeles County storm drain system. Proposed storm drainage improvements are depicted on *Exhibit 3.4, Storm Drainage Plan*.



Source: FORMA , Google



Exhibit 3.3, Water and Sewer Plan



Source: FORMA , Google



Exhibit 3.4, Storm Drain Plan

3.5 DRY UTILITIES AND PUBLIC SERVICES

3.5.1 DRY UTILITIES

NATURAL GAS

Natural gas service for the Specific Plan area is provided by Southern California Gas Company (SCG).

ELECTRICITY

Electricity service for the Specific Plan area is provided by Southern California Edison (SCE) through existing lines in the surrounding streets.

CABLE, TELEPHONE, AND INTERNET

Cable, telephone, and internet services within the City of South El Monte are provided by AT&T and Charter Cable Company.

3.5.2 PUBLIC SERVICES

FIRE AND EMERGENCY RESPONSE SERVICES

Fire and emergency response services are provided by Los Angeles County Fire Department (LACFD) Station 90, located approximately 1.6 miles southeast of the Specific Plan area at 10115 Rush Street, South El Monte.

LAW ENFORCEMENT SERVICES

Law enforcement services for the Specific Plan area is provided by the Los Angeles County Sheriff's Department (LASD). The nearest station is located approximately 3.5 miles northwest of the Specific Plan area, at 8838 Las Tunas Drive, Temple City.

SOLID WASTE DISPOSAL

Solid waste disposal, yard waste, and recycling material collection service for the Specific Plan area is provided by Athens Services.

SCHOOLS

The site is located in the El Monte City School District. As part of the City's permitting process, a school fee will be paid to the El Monte City School District prior to City's issuance of building permits.

3.6 GRADING PLAN

Grading for the site is intended to respond to the site topography. The existing buildings will be demolished. The proposed grading concept, as depicted in *Exhibit 3.5, Conceptual Grading Plan*, is designed to balance cut and fill within the project area to the extent feasible. Final engineering may result in modifications to the overall grading concept, but the modifications should conform to the general intent of the Conceptual Grading Plan.

Source: FORMA



Exhibit 3.5, Conceptual Grading Plan

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DESIGN GUIDELINES

4.1 INTRODUCTION

This chapter contains architectural, landscaping, and sustainability design guidelines for the Starlite Specific Plan. These guidelines ensure that the Specific Plan area will develop as a cohesive and high-quality residential community, while still allowing some flexibility for designers to incorporate their creative expertise into the built environment. The Design Guidelines are intended to be flexible in nature while establishing basic evaluation criteria for the development review process. The strongest level of design intent is specified by using terms such as “must,” “shall” and “prohibited.” Anything with a “must” or “shall” is required. Preferred design items are noted as “encouraged,” “preferred,” “recommended,” “appropriate,” or as one that “should” be included. Preferred design items are considered “voluntary” and need not be included in a proposed development. If the approving body finds that the plans are consistent with the overall intent and goals of these Design Guidelines, the plans do not need to meet each preferred design guideline within this section. Images within this Chapter are conceptual and are intended to illustrate the proposed design aesthetic, and are not intended to depict the final design.

4.2 ARCHITECTURAL DESIGN GUIDELINES

The Starlite Specific Plan is designed to provide a pedestrian friendly residential community with an appropriate mix of housing types. The architectural design guidelines in this section have been prepared to provide the framework for high quality design. These architectural design guidelines express the desired character of future development, ensure a consistent level of quality, and accommodate emerging architectural and product trends.

The Starlite Specific Plan area will feature a mix of Spanish, Contemporary Craftsman and Modern Farmhouse architectural styles to promote interest and establish a distinct sense of place. Due to constantly evolving market conditions and homeowner preferences, other architectural styles may be permitted within the Specific Plan area after reviewing by the community development director or their designee.

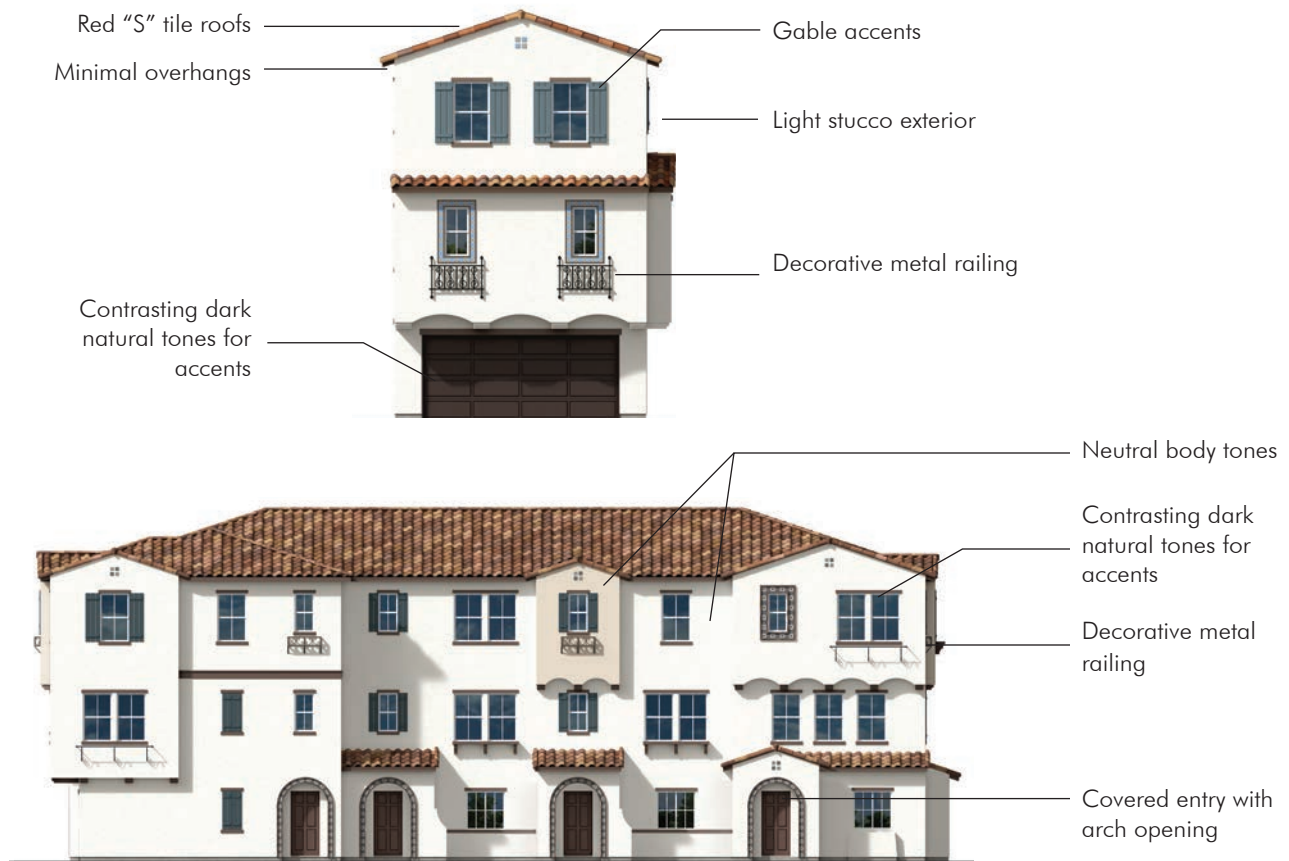
Distinguishing characteristics of these styles are described below.

Spanish

The Spanish style was popular during the 1920s and early 1930s. This style evolved in California and the southwest as an adaptation of Mission Revival infused with additional elements and details from Latin America. It is common in California, Arizona, Texas and Florida. The key elements of this style were adapted to the California lifestyle, including stucco walls, courtyards, and flat or low-pitched roofs. Plans were informally organized around private open space with simply articulated front elevations that feature few details.

Identifying characteristics of the Spanish architectural style are listed below:

- Red "S" tile gable or hip roofs; shed roofs over porches.
- Minimal eave overhangs.
- Stucco exterior walls
- Recessed entry, arch or curved element, or feature window on front elevation.
- Decorative metal railing.
- Gable accents.
- Shades of white, tan and beige neutrals are commonly used as light body colors.
- Dark natural tones that contrast against neutral body colors are used for accent and trim colors.



Contemporary Craftsman

Contemporary Craftsman architectural style is historically rooted in the traditional Craftsman style strongly influenced by the English Arts and Crafts movement of the late 19th century. Originating in California, this American style quickly spread across the country during the 1920s and 1930s. The Craftsman style sought the elimination of superfluous ornamentation, creating beauty instead through the simplified lines and masses of the building itself, and unique style promoted hand crafted quality to create warm and livable homes. Contemporary Craftsman style builds upon the identifying characteristics of its predecessor and applies these aspects of design in a manner that is practical for modern development.

Identifying characteristics of the Craftsman architectural style are listed below:

- Low-pitched gable roofs, occasionally hipped.
- Wide projecting eaves with exposed rafter tails, and decorative beam or braces added under the gable.
- Covered front porches, either full or partial-width, with roof supported by square columns.
- Stone used on post or building bases.
- Exterior finishes that blend with the natural surroundings, such as wood, stucco and stones.
- Vertically proportioned, upper mullioned double hung windows at front elevations.
- Natural tones for building body, especially browns.
- Contrasting neutral tones for trim and accents.



Modern Farmhouse

The Modern Farmhouse style is defined by simple practicality. Homes were designed to provide basic comfort and utility, be attractive, and offer flexibility to grow over time. Modern Farmhouse style is traced back to Colonial styles from New England and later the Midwest. Well into the early 20th century, most homes were designed and built by local craftsmen, resulting in substantial regional deviations across the country. Recent interpretations of this style have adapted the identifying characteristics of designs and applied them to new forms of development with contemporary flair, resulting in a style that recalls the traditional values of utility and practicality while allowing a modern lifestyle to inform the final layout and form of the house.

Identifying characteristics Modern Farmhouse architectural style are listed below:

- High pitch gabled roofs; shed roof accents.
- Wood siding in combination with stucco.
- Covered porches with simple wood columns and railings.
- Vertically proportioned windows, often grouped in two or three.
- Trim details around windows and doors.
- Light and airy body colors, generally including shades of white and/or beige.
- Muted contrasting accent and trim colors that emphasize projections and/or massing changes.



Building Orientation and Massing

The elevations of the residential community are an important element in creating a sense of place and defining a human-scaled streetscape. Building frontages should be designed to create visual interest and promote pedestrian activity.

- Attached buildings should be located and oriented to the streets and primary open space areas.
- Careful consideration should be given to street orientation and building placement to help protect privacy, views and the visual quality of the neighborhood, and maximize solar access of the buildings where feasible and reasonable.
- Buildings located along the eastern Specific Plan area boundary shall have front entries facing Chico Avenue.
- Design the front elevation of attached residential buildings to clearly delineate individual units as a way of breaking up mass.
- Buildings should incorporate layered wall planes and offset forms that may include cantilevered masses, recessed masses or entries, or volume spaces, to create interest, reduce the apparent bulk and establish pedestrian scale.
- Offset forms in the massing should be consistent with the architectural style of the building and incorporated as a functional element or detail enhancement.
- Buildings should be arranged and oriented to create a variety of outdoor spaces such as courtyards, paseo and/or usable open spaces that encourage social and recreational activity.

Roof Forms

Roofs should be designed for functionality and should enhance or complement the overall architectural design of the building.

- Select roof forms, pitches and materials that are consistent with the architectural style of the building. Consider roof forms in relationship to the building mass to improve massing relief along public streets and on other publicly visible elevations.
- Varied roof forms, offsets and materials consistent with the building's architectural style are encouraged to create variation in the skyline and diversity in the streetscene.
- Keep roof forms simple and efficient based on the architectural style and plan shape. Avoid overly complicated roof design that detracts from the characteristics of the architectural style.

Architectural Enhancements

To activate the community streetscape and maintain a dynamic and aesthetic edge along open space corridors, the elevations of buildings that are visible from the streets, pathways and park should be enhanced with appropriate architectural treatments. The enhanced articulation may be achieved in the following ways:

- Enhanced window treatments, such as shutters and trim surrounds
- Offset wall planes (horizontally or vertically)
- Roof plane breaks
- Color and/or material blocking
- Other detailing similar to those used on the front elevation such as decorative metal elements, gable roof end vents, stucco grids, etc.
- Appropriate roof materials include, but not limited to, concrete “S” tiles, flat shake or slate concrete tiles.
- Highly reflective or shiny materials, florescent colors, neon colors, bright colors as primary body colors (i.e. red, yellow, and blue) are not compatible with the architectural theme and are prohibited.
- Color and material changes should occur on massing elements and terminate on inside corners.
- Body colors should be of earthy or neutral tones such as white, beige and grey, as well as muted blue and green.
- Accent colors should be used to highlight architectural forms, special materials or other distinct architectural features. Accent colors should provide contrast to the body color without conflicting in hue and saturation.

Colors and Materials

The selection and application of building colors and materials are key considerations when creating visually interesting neighborhoods. Below are the guidelines for the Specific Plan area:

- Building and roof materials shall be appropriate to the architectural style of the building. Materials and finishes should be carefully selected for long-term durability and ease of maintenance.
- Appropriate building materials include, but are not limited to, stucco, wood or faux wood sidings, stone and brick veneer, metal for accents and concrete.

Other colors and materials not listed in this Specific Plan may be used, so long as those combinations are consistent with the architectural theme.

Plan and Elevation Requirements

- A minimum of three floor plans shall be provided for single-family detached homes. A minimum of three different elevation styles shall be provided for each floor plan.
- A minimum of two unit plans shall be provided for each attached building. Individual unit plans may be repeated between building plans. Building plans should be designed with the ability to reverse the plans and/or add elements to corner units.

4.3 LANDSCAPE AND OPEN SPACE DESIGN GUIDELINES

Landscaping within the Specific Plan area should be compatible with the landscape character of the City of South El Monte and at the same time, provides amenities that support the lifestyle and needs of the Starlite residents. The following guiding principles set forth the general direction for the design of the landscaped spaces within the Specific Plan area:

- All proposed landscaping shall be irrigated with low volume and or point source irrigation and shall meet all requirements of the California Green Building Standards Code (CGBC) and City of South El Monte standards for water efficient landscaping.
- All trees shall be irrigated with separate systems for bubblers.
- Street trees shall be carefully located so as not to obstruct the driver's visibility.
- Street trees should be a 24-inch box minimum in size.
- Low-water use plant materials should be selected to limit irrigation needs and minimize water use. Mediterranean and other local, climate-friendly plants may be used.
- Landscape design should be integrated with building architecture and suitable to the functions of the space. Plant materials should be selected in a manner that complements the architectural styles and building form. Accent planting should be used at entries and key recreation areas.
- Landscaping should be used to screen or separate functional areas from public view, such as trash enclosures, parking areas, storage areas, loading areas, and public utilities. This landscaping should occur upon the project site and not within the right-of-way.
- Decorative paving may be used at key locations including, but not limited to, building entries, courtyards, and vehicular driveways. These areas can be enhanced with tile, brick, pavers, textured and/or colored concrete to provide distinguished direction for pedestrian, cyclist, and vehicular access.
- Pedestrian common spaces are encouraged these should include functional amenities including lounge, dining and fun interactive and relaxation areas. Landscaping should not appear empty or barren.
- Large turfed lawn areas are discouraged.

4.3.1 Conceptual Landscape Plan

The landscaping of the public spaces, including the community entries, street parkways, recreation center, paseo, and open space, is a major component of the overall community design envisioned for Starlite. Complementary to the unifying architectural themes, these landscape places form the heart and soul of the community. The overall landscape design concept is to create a pedestrian-friendly atmosphere that invites residents to walk and enjoy parks and open space and provides connectivity within the community. *Exhibit 4.1, Master Landscape Plan*, provides a detailed rendered view of the overall Specific Plan area and all proposed landscaping and vegetation.

The Starlite Specific Plan presents a variety of opportunities for outdoor relaxation, recreation, and activity. These amenity areas may be programmed with an array of features and activity spaces, and shall be distributed throughout the Specific Plan area to ensure that they are easily accessible to all residents within the community.

All landscape and irrigation plans shall be prepared by a licensed California Landscape Architect and shall obtain a landscape permit from South El Monte and meet the standards of SEMMC Section 17.25.050, Water Efficient Landscaping Criteria.

4.3.1.1 Conceptual Recreational Center

A conceptual recreational opportunity is proposed for development at the corner of the Specific Plan area. *Exhibit 4.2, Conceptual Recreation Center*, shows the detailed views of the recreation center. Features of the Conceptual Recreational Center include (but are not limited to):

- Pool/recreation building
- Concrete sidewalk
- Open play lawn area with shovel cut lawn edge
- Decorative bench
- Tubular steel pool fence
- Community recreation area
- Community accent tree
- Large accent /specimen tree
- Vertical accent tree
- Common area theme tree

LEGEND

1. Architecture building
2. Pool / Recreation Building
3. 4' wide concrete sidewalk
4. Open play lawn area with shovel cut lawn edge
5. 3' wide concrete walkway at entry
6. Parking
7. Utility easement area
8. Paseo walkway with planted nodes, accent trees, enhanced plantings, benches, and decorative gateway trellis
9. Cluster mailbox unit
10. Vehicular entry call box
11. Vehicular gated entry
12. Decorative 6' bench
13. Pedestrian access gate
14. 42" high tubular steel fence at private yard along Chico Avenue
15. 6' high vinyl fence at private yard area
16. 6' high tubular steel pool fence
17. Community recreation area with restroom building, pool, spa, open space lawn play areas, bbq counter, picnic tables and lounge furniture
18. Parkway tree
19. Community accent tree
20. Large accent tree / specimen tree
21. Vertical accent tree
22. Common area theme tree



N. T. S.

For illustrative purposes only, final design may vary.

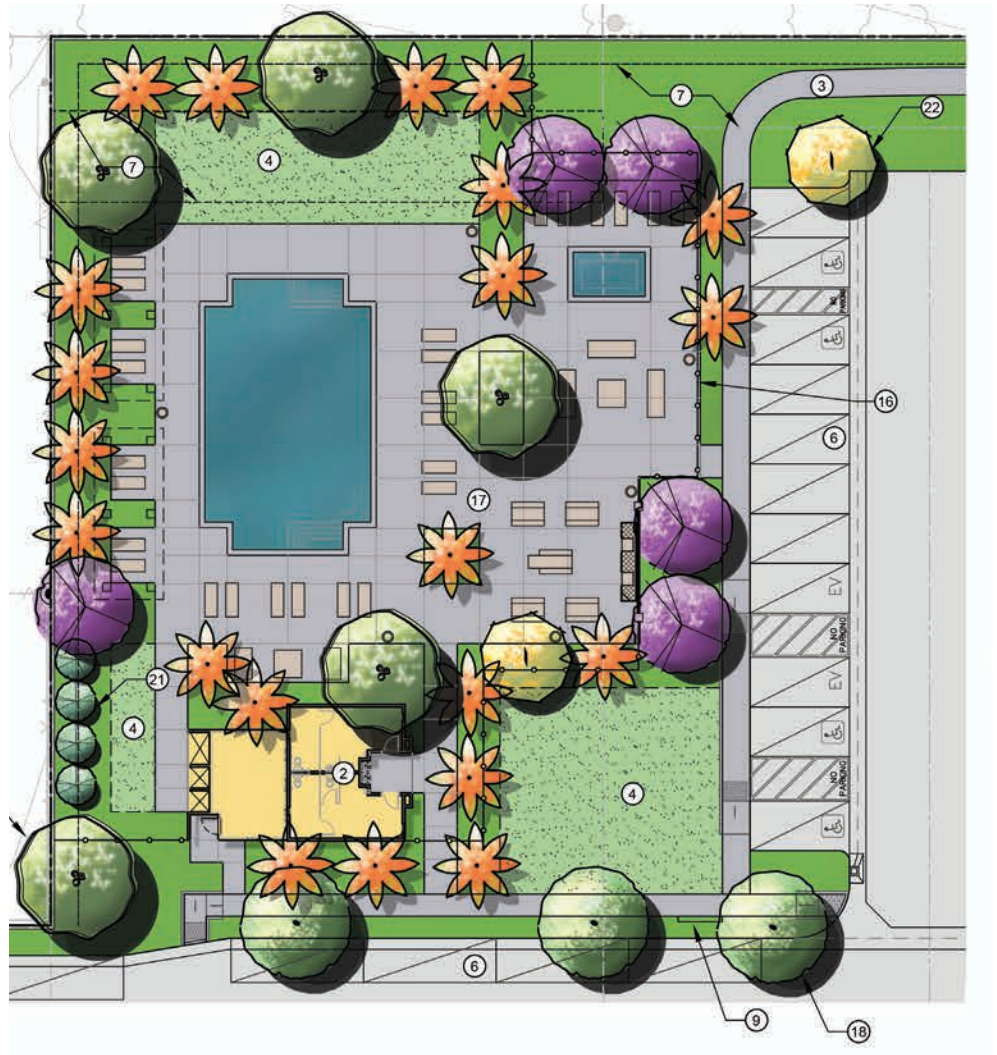
Exhibit 4.1, Master Landscape Plan

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LEGEND

- 2. Pool/recreation building
- 3. Concrete sidewalk
- 4. Open play lawn area with shovel cut lawn edge
- 5. Concrete walkway at entry
- 6. Parking
- 7. Utility easement area
- 12. Decorative bench
- 16. Tubular steel pool fence
- 17. Community recreation area
- 19. Community accent tree
- 20. Large accent /specimen tree
- 21. Vertical accent tree
- 22. Common area theme tree



For illustrative purposes only, final design may vary.

N. T. S.

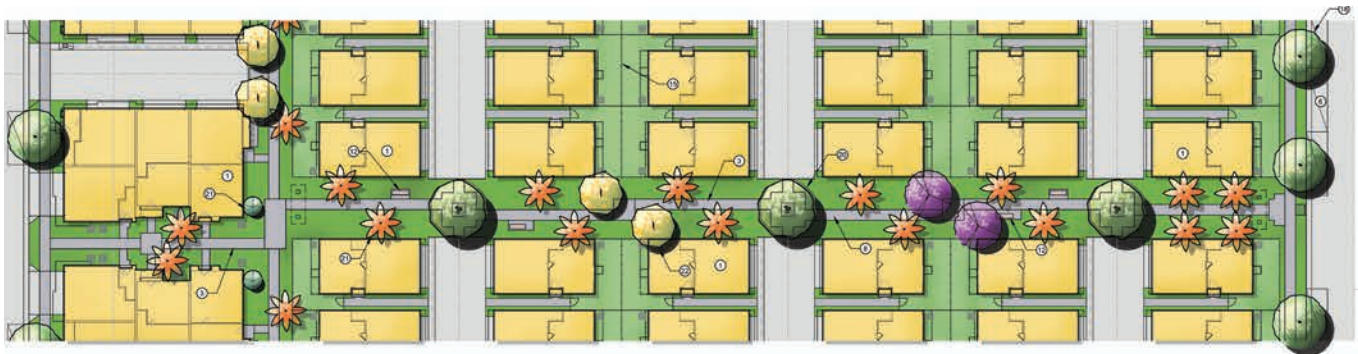
Exhibit 4.2, Conceptual Recreational Center

4.3.1.2 Project Entry

Two gated project entries drives will be provided from Rosemead Boulevard and Chico Avenue. Large specimen trees and vertical accent trees will be planted at the vehicular gated entry connecting to Chico Avenue. A vehicular entry call box is centrally located at the entry driveway. Detailed rendered view of the project entry at Chico Avenue is illustrated in *Exhibit 4.3, Project Entry*.

4.3.1.3 Central Paseo

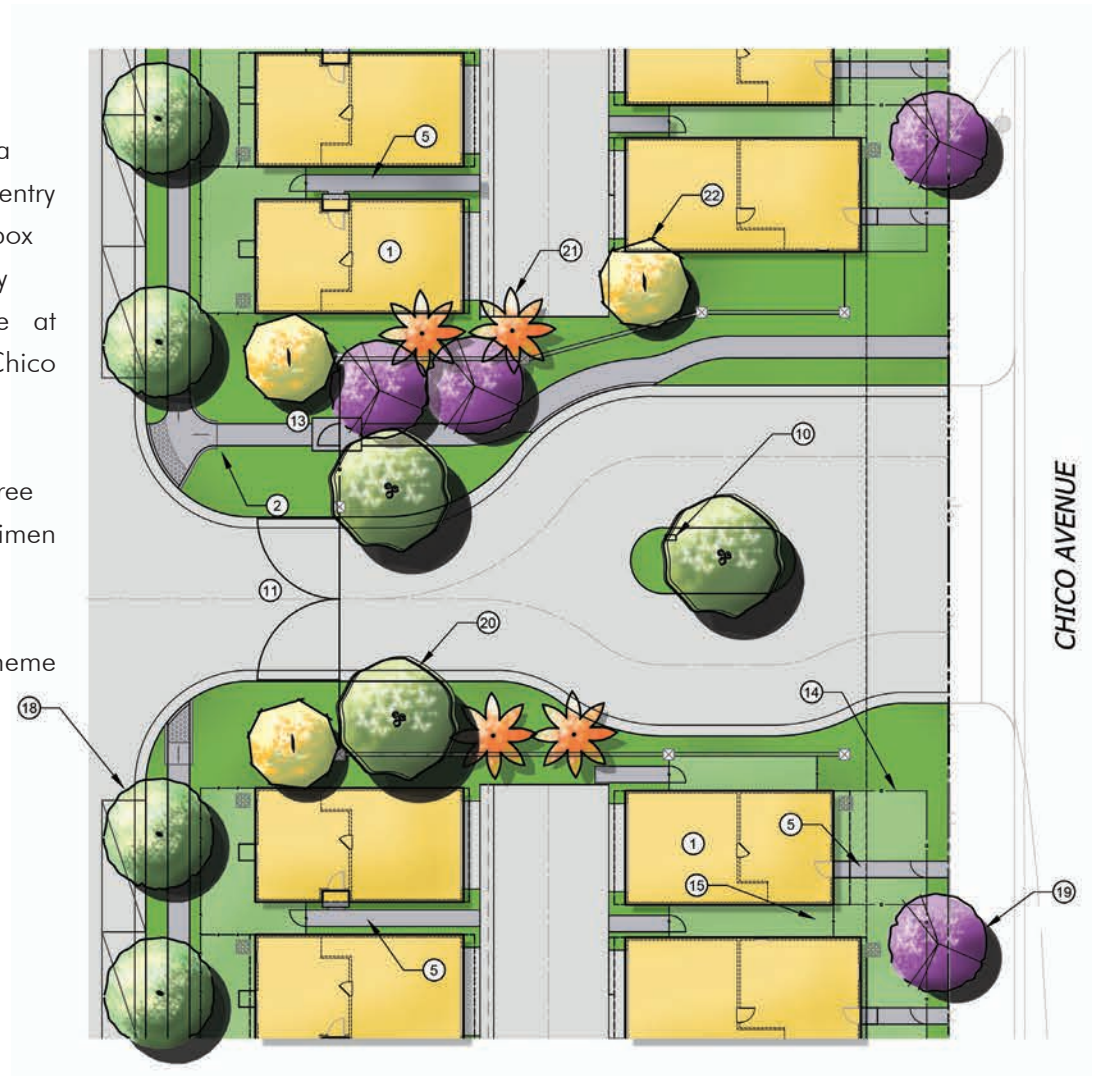
A central paseo is planned as one of the key placemaking elements within the Specific Plan area. The paseo focuses on interior community connections and the pedestrian experience. The entire paseo will be designed to offer Starlite residents a place for strolling, playing, and resting. The central paseo is anticipated to include a walkway with planted nodes, accent trees, enhanced planting, benches, and decorative gateway trellis. Fences will defined private yard areas and a variety of trees will be planted to promote interest.



Representative Example, Central Paseo

LEGEND

- 1. Residential building
- 2. Concrete sidewalk
- 4. Open play lawn area
- 5. Concrete walkway at entry
- 10. Vehicular entry call box
- 11. Vehicular gated entry
- 14. Tubular steel fence at private yard along Chico Avenue
- 18. Parkway tree
- 19. Community accent tree
- 20. Large accent /specimen tree
- 21. Vertical accent tree
- 22. Common area theme tree



For illustrative purposes only, final design may vary.

N. T. S.

Exhibit 4.3, Project Entry

4.3.2 Fencing and Walls

Walls and fences are an important feature of the community. Walls and fences help establish and reinforce the landscape theme, provide for views in and out of a site, attenuate sound, provide security, delineate boundaries, and offer visual and physical privacy. Where such elements face the streets and common open space areas, they should be consistent in style, material, and height, serving as a unifying element throughout the community and maintaining a common theme.

- Perimeter project walls will be constructed of either masonry or tubular steel. Landscaping should be used in front of the masonry wall to soften the mass of the wall.
- Rear and side yard walls and fences may be constructed of wood or vinyl fencing, and shall be a maximum of six (6) feet in height. Walls/fencing in the front yard is typically limited to 42 inches.
- Use of wood or vinyl fencing for patio walls is encouraged. Tubular steel fencing or tubular steel fencing in combination with masonry walls may also be used.
- Tubular steel fencing should be used around the pool area.
- Pedestrian and vehicular gates within the Specific Plan area should be controlled via key fob access points as well as Knox box access.
- Walls, fences and gates shall be designed to be compatible with the architectural themes of the Specific Plan area. Landscaping should be used in combination with walls. Walls and fencing shall be made of attractive, durable, and weather-resistance materials.
- Long expanses of fence or wall surfaces should be articulated with intervening pillars, alternating heights, offsets, or other techniques to avoid visual monotony.

4.3.3 Plant Palette

The plant palette includes water-wise plant materials and establishes the intended landscape character for the Specific Plan area. Additional plant materials that are complementary to the following palette may be permitted, provided they are reviewed and

approved as part of the City's site plan review process. Recommended trees, shrubs, groundcovers, and vines are listed in *Table 4.1, Landscape Plant Palette*.

**Table 4-1
Landscape Plant Palette**

Botanical Name	Common Name
Parkway Tree	
GEMERA PARVIFLORA	AUSTRAMAN WILLOW
KOELREUTERIA BIPINNATA	CHINESE FLAME TREE
PISTACIA CHINENSIS	CHINESE PISTACHE
QUERCUS AGRIFOLIA	COAST LIVE OAK
TRISTANIA CONFERTA	BRISBANE BOX
Community Accent Tree	
CALLISTEMON VIMINALIS	WEeping BOTTLEBRUSH
CHILOPSIS LINEARIS	DESERT WILLOW
ERIOBOTRYA DEFLEXA	BRONZE LOQUAT
PLATANUS ACERIFOLIA	LONDON PLANE
RHUS LANCEA / AFRICAN	AFRICAN SUMAC
TRISTANIA CONFERTA	BRISBANE BOX
Large Accent Specimen Tree	
CHILOPSIS LINEARIS	DESSERT WILLOW
OLEA E. 'WILSONII'	FRUITLESS OLIVE VAR
RHUS LANCEA	AFRICAN SUMAC
QUERCUS AGRIFOLIA	COAST LIVE OAK
JUGLANS CALIFORNICA*	CALIFORNIA BLACK WALNUT*
Vertical Accent Tree	
CUPRESSUS SEMPERVIRENS	ITALIAN CYPRESS
PHOENIX DACTYLIFERA	DATE PALM
PODOCARPUS NIACROPHYLLUS 'MAKI'	SHRUBBY YEW PODOCARPUS
PRUNUS C. 'BRIGHT N TIGHT'	CAROLINA LAUREL CHERRY
SYCAGRUS ROMANOFFZIANUM	QUEEN PALM
TRACHYCARPUS FORTUNEI	WINDMILL PALM
Common Area Theme Tree	
CASSIA LEPTOPHYLLA	GOLD MEDALLION TREE
CHIONANTHUS RETUSUS	CHINESE FRINGE TREE
KOELRUTERIA SPP	FLAME TREE
HETEROMELES ARBUTIFOLIA	TOYON
RHUS LANCEA	AFRICAN SUMAC

Background Shrubs	
ARBUTUS UNEDO	COMPACT STRAWBERRY TREE
BUXUS SPECIES	BOXWOOD
DODONEA MICROZYGA	BRILLIANT HOP-BUSH
GREVILLEA SPECIES	GREVILLIA
LEPTOSPERMUM SPECIES	NEW ZEALAND TEA TREE
LIGUSTRUM J. 'TEXANUM'	TEXAS PRIVET
PITTOSPORUM SPECIES	PITTOSPORUM
RHAPHIOLEPIS SPECIES	INDIAN HAWTHORNE
Midground Shrubs	
CALLISTEMON C. 'LITTLE JOHN'	DWARF BOTTLEBRUSH VAR.
DIANELLA SPP.	FLAX LILY VAR.
DIETES IRIOIDES	FORTNIGHT LILY
JUNIPERUS CHINENSIS	JUNIPER VAR.
MUHLENBERGIA RIGENS	DEER GRASS
MYRSINE AFRICANA	AFRICAN BOXWOOD
MYRTUS C. 'COMPACTA'	DWARF MYRTLE
NANDINA DOMESTICA	HEAVENLY BAMBOO
PITTOSPORUM SPECIES	PITTOSPORUM
RHAPHIOLEPIS SPECIES	INDIAN HAWTHORNE
SALVIA SPECIES	SAGE VAR.
Accent Shrubs	
AGAPANTHUS SPECIES	LILY OF THE NILE
CAREX TUMULICOLA	BERKELEY SEDGE
HEMEROCALLIS SPP	DAY LILY
ROSMARINUS SPECIES	SAGE VAR.
SALVIA SPECIES	SAGE VAR.
Groundcover	
BACCHARIS PILULARIS	DWARF COYOTE BUSH VAR.
LONICERA JAPONICA	HONEYSUCKLE
MYOPORUM 'PARVIFOLIUM'	MYOPORUM VAR.
ROSMARINUS O. 'PROSTRATUS'	PROSTRATE ROSEMARY VAR.
TRACHELOSPERMUM JASMINOIDES	STAR JASMINE
Vines	
BIGNONIA C. 'TANGERINE BEAUTY'	CROSS VINE
DISTICTIS BUCCINATORIA	BLOOD RED TRUMPET VINE
MACFADYENA UNGUIS CATI	CAT'S CLAW
JASMINUM POLYANTHEMUM	PINK JASMINE

4.4 SUSTAINABILITY GUIDELINES

Smart growth is a planning paradigm that advocates thoughtful and sustainable development patterns and avoids urban sprawl to conserve resources, reduce impacts, promote alternatives to single occupancy vehicle use, support livability, offer opportunities for social engagement, and achieve fiscal sustainability. The Starlite Specific Plan embraces the smart growth paradigm. New development in the Specific Plan area will be sustainable designed to conform to the State of California's goals for greenhouse gas reduction, conserving water and energy, and providing sustainable buildings, which in turn will reduce impacts on the environment, enhance the quality of life, and encourage a healthy lifestyle for project residents.

This Specific Plan requires "Green" building practices that meet the California Building Energy Efficiency Standards and CALGreen Building Standards (California Code of Regulations Title 24, Parts 6 and 11) to reduce the impact on the environment, decrease energy costs, and create healthier living through improved indoor air quality and safer building materials. Title 24 sets forth building standard requirements including, but not limited to, planning and site design, energy efficiency, water efficiency and conservation, material conservation and resource efficiency, waste reduction, indoor air quality and pollutant control, thermal comfort, and provisions for bicycle and electric vehicle parking.

All new development within the Specific Plan area is required to meet the rigorous standards of Title 24. The development will be inspected for compliance and will include an operation manual to help end-users maintain and effectively use the sustainable building features provided. Because the concept of sustainability is evolving, it is anticipated that new sustainable strategies may be continually developed during the build-out period of the Specific Plan. Title 24 does not require every efficiency item to be

implemented. A certain threshold needs to be met and the developer has the option to choose which items to implement that meet the specified threshold.

4.4.1 Energy Efficiency

The following recommendations are provided to explore opportunities for energy efficiency that could add value to the development within the Specific Plan area:

- Where feasible, utilize passive sustainable design strategies to minimize overall energy consumption needed to heat and cool the building. These strategies include daylighting, natural sources of heating and cooling, operable windows, shading on south facing windows, ceiling fans, well-designed building envelopes with high-U values (insulation rating).
- Encourage coordination with SCE to identify opportunities to optimize energy infrastructure while minimizing cost and avoid barriers that may prevent future entry or expansion of energy efficient systems.

4.4.2 Minimize Heat Island

- Encourage the use of low albedo (reflection coefficient) materials in both paving, roofing and building materials to reflect rather than absorb incoming solar radiation.

4.4.3 Water Efficiency

- Use low-flush toilets, low-flow shower heads and other water conserving fixtures and appliances.
- Use state-of-the-art irrigation controllers and self-closing nozzles on hoses.
- Minimize turf areas within the community.
- Use drought-tolerant plants that require minimal or no irrigation.
- Use reclaimed water for irrigation of common areas, wherever available.
- Implement a landscaping plan with a plant palette that includes trees and major landscaping that will require minimal watering within 3-5 years of maturity.
- Use dimensional planning and other material efficiency strategies. These strategies reduce the amount of building materials needed and lower construction costs.
- Incorporate recycled materials, rapidly renewable materials and durable materials into building, landscape and/or infrastructure design, where possible.
- Incorporate regional or locally extracted or manufactured materials, where possible.

4.4.4 Materials Efficiency

Where possible, consider selecting sustainable construction materials and products by evaluating characteristics such as reused and recycled content, zero or low off gassing of harmful air emissions, zero or low toxicity, sustainably harvested materials, high recyclability, durability, longevity, and local production. Such products promote resource conservation and efficiency. Using recycled-content products also helps develop markets for recycled materials that are being diverted from California's landfills, as mandated by the Integrated Waste Management Act.

DEVELOPMENT REGULATIONS

5.1 GENERAL PROVISIONS

This Chapter establishes the permitted uses, development standards and regulations for the planned development within the Starlite Specific Plan area. The regulations and standards contained in this Chapter of the Specific Plan shall supersede those of the South El Monte Municipal Code (SEMMC), unless otherwise stated herein.

In instances of conflicting regulations and standards, the regulations and standards contained in this Specific Plan shall take precedence over the SEMMC. If this Specific Plan is silent on an issue, then the standards in the SEMMC or other applicable City, state or federal code shall apply, as appropriate. The provisions in this Chapter are not intended to interfere with, abrogate, or annul any easement, covenant, or other agreement between parties.

Where the language in this Specific Plan is undefined, unclear, or vague, the final interpretation and determination shall be made by the Community Development Director, or his/her designee. Any determination by the Community Development Director may be appealed to the Planning Commission. Any determination by the Planning Commission may be appealed to the City Council. All decisions by the City Council shall be deemed final.

5.2 ALLOWABLE DEVELOPMENT

The Specific Plan permits a maximum of 207 single-family and multi-family residential dwelling units at a density of up to 16.88 dwelling units per acre within the Specific Plan area. Parks, recreation facilities and open space serving the residents within the Specific Plan area are also permitted.

5.3 PERMITTED USES WITHIN THE SPECIFIC PLAN AREA

Permitted uses are identified on *Table 5.1, Starlite Specific Plan Permitted Uses*. Any other use or activity not listed in Table 5.1 may be permitted within the Specific Plan if it is compatible with the intent of the Specific Plan and is similar to a permitted use, subject to approval by the Community Development Director or his/her designee. The Community Development Director may determine to allow the use or may require approval of a Conditional Use Permit, subject to the provisions of Section 17.08.040 of the SEMMC.

Table 5.1
Starlite Specific Plan Permitted Uses

USES	
RESIDENTIAL, SINGLE-FAMILY AND MULTIPLE FAMILY	P
ACCESSORY BUILDINGS AND USES	P
COMMUNITY CARE FACILITIES, (SERVING 6 PEOPLE OR FEWER)	P
SMALL DAY CARE FACILITIES FOR NO MORE THAN 8 CHILDREN	P
HOME OCCUPATION, PURSUANT TO SECTION 17.76 OF THE SEMMC	P
MOBILE HOME AND TRAILER	—
ACCESSORY DWELLING UNITS	Pursuant to Chapter 17.38 of the SEMMC
EMERGENCY, TRANSITIONAL AND SUPPORTIVE HOUSING	—
LARGE DAY CARE FOR NO MORE THAN 14 CHILDREN	P
PARKS AND RECREATION USES/FACILITIES	P
SCHOOLS, PRIVATE	—
VEGETABLE, FLOWER, AND SMALL AGRICULTURAL GARDENS	P
INDUSTRIAL USES	—
COMMERCIAL USES	—
AGRICULTURAL USES	—
MODEL HOMES	T

P = PERMITTED BY RIGHT

CUP = CONDITIONAL USE PERMIT REQUIRED (PER CHAPTER 17.08.040 OF THE SEMMC)

T = TEMPORARY USE

— = PROHIBITED

5.4 DEVELOPMENT STANDARDS

The property development standards set forth in this Chapter shall apply to all land and buildings located within the confines of the Starlite Specific Plan. For detailed development standards and setbacks, please see *Table 5.2, Starlite Specific Plan Development Standards*.

Table 5.2
Starlite Specific Plan Development Standards

	DETACHED	ATTACHED
MAXIMUM DENSITY	16.88 DU/AC	
MAXIMUM NUMBER OF UNITS	207	
MINIMUM LOT DIMENSIONS	25 Wide by 50 Deep	N/A
MINIMUM LOT AREA	1,250 Square Feet	N/A
HEIGHT		
MAXIMUM BUILDING HEIGHT	36 Feet (Three Stories)	
LOT COVERAGE		
MAXIMUM LOT COVERAGE	70%	
MINIMUM SETBACK FROM¹		
EXTERIOR PROPERTY LINE ALONG CHICO AVENUE	15 Feet	N/A
OTHER EXTERIOR PROPERTY LINES	9 Feet	10 Feet
INTERNAL STREET CURB EDGE	10 Feet	10 Feet
ALLEY DRIVE EDGE	3 Feet	3 Feet
MINIMUM BUILDING SEPARATION		
SIDE TO SIDE	6 Feet (Interior); 20 Feet (Across Paseo)	15 Feet
FRONT DOOR TO FRONT DOOR	N/A	20 Feet
REAR TO REAR (INTERIOR)	20 Feet	N/A
ALLEY DRIVE MINIMUM WIDTH	20 Feet	
MINIMUM COMMON OPEN SPACE	N/A	400 Square Feet per Unit
RECREATIONAL FACILITIES		
MINIMUM SETBACKS FROM PARKING	10 Feet	
MINIMUM SETBACKS FROM PROPERTY LINE	10 Feet	
MINIMUM SETBACKS FROM BUILDING OR STRUCTURE	20 Feet	
PARKING		
MINIMUM PARKING REQUIRED PER DWELLING UNIT	Two (2) Spaces within Garage; One Guest Parking per 2 Units. Guest parking may be provided in designated parking areas or along internal streets.	Two (2) Spaces within Garage; One Guest Parking per 2 Units. Guest parking may be provided in designated parking areas or along internal streets.

1. Projections and encroachments subject to Section 5.5, Allowable and Encroachments and Projections

5.5 ALLOWABLE ENCROACHMENTS AND PROJECTIONS

An encroachment is a permitted projection into a setback. In all cases, all encroachments and projections shall comply with the California Building Code (CBC), as well as other applicable codes and regulations such as the American Disability Act and the SEMMC. The permitted encroachments are discussed below.

1. Architectural elements such as cornices, eaves, belt courses, bay windows, planter boxes, lighting fixtures, canopies, and the like that do not increase the interior floor area may encroach into any setback, provided they are at least three (3) feet from the property line.
2. Awnings may encroach into any required setback up to five (5) feet, provided there are no vertical supports located within the setback area, but may not reduce the setback distance to less than three (3) feet.
3. Landscape elements such as benches, fountains, and other decorative features may encroach into any setback, provided they do not obstruct any path of travel or intersection visibility requirements per Chapter 17.54 of the SEMMC.
4. Mechanical equipment may encroach into any required setback area up to the property line, provided the equipment is screened by landscape or material (e.g. wall) to the maximum extent feasible and allowed by the applicable utility provider.
5. Patio covers and porches may be permitted to encroach up to five (5) feet into any rear setback (measured from post or structural supports).

6. Balconies and exterior stairways may encroach up to five (5) feet into any setback, but shall be at least five (5) feet from any property line (including any posts or structural supports).
7. Accessory buildings are permitted to encroach into a required setback, subject to the provisions of Section 17.26 of the SEMMC.

5.6 FENCES AND WALLS

Walls and fences for the Specific Plan area shall not exceed 6 feet in height. A combination garden and retaining wall may increase the minimum wall height to 8 feet in height. Pilasters and other wall decorative elements are allowed. Tubular steel fence at private yard along Chico Avenue shall be 42 inch in height.

5.7 SIGNAGE

Signage within the Specific Plan area shall comply with the design requirements and procedures found within Title 17 of the SEMMC.

ADMINISTRATION & IMPLEMENTATION

This chapter outlines the procedures necessary to administer and implement the provisions of the Starlite Specific Plan, and provides an overview of the mechanisms or actions that may be required throughout the process.

6.1 DEVELOPMENT PHASING

It is anticipated that the Specific Plan will be built out in one or two phases over a period of one to two years. It is anticipated that construction will be completed in 2022 or 2023. Actual build-out will be subject to market and economic conditions, jurisdictional processing of approvals, and infrastructure timing, and may vary from the phasing currently anticipated.

Project development will include all on-site infrastructure improvements necessary to service the project including, but not limited to:

- Grading of the Specific Plan area;
- Water distribution lines and related infrastructure;
- Sewer distribution lines and related infrastructure;
- Storm water lines and related infrastructure;
- Other utility services (e.g., electricity, cable television, telephone, etc.); and
- Improvements associated with the on-site private drives.

6.2 FINANCING

6.2.1 Financing Mechanisms

Several types of financing strategies and tools are available for the Starlite Specific Plan. It is anticipated that the Specific Plan will build-out using a variety of these strategies and tools, which could include, but are not limited to, the following:

A. Statewide Community Infrastructure Program ("SCIP")

To finance public infrastructure and impact fees, developer proposes to use the SCIP, a tax exempt financing program offered through the California Statewide Communities Development Authority ("CSCDA"). By participating in SCIP, City of South El Monte will offer competitive financing to the developer. SCIP provides two programs:

- The SCIP pooled revenue bond program which issues bonds 3 times/year (Spring, Fall & End of Year).
- A stand along SCIP CFD program which issues bonds for larger projects as the project schedule dictates.

B. Impact Fees and Exactions

Impact fees and exactions are another tool for paying for new development resulting from increased population or demand for services. The master developer for the Specific Plan will work with the City of South El Monte to determine appropriate fees and exactions, which may be identified in the SCIP program.

C. Developer Funding

Funding for on-site facilities may be tied directly to the Starlite Specific Plan. The developer may pay a fair share portion of the facility in exchange for development rights. On-site streets, utility connections from the main trunk lines and drainage facilities are typical examples of facilities that may be funded by the developer. Such improvements will usually be required concurrently with the development.

- D. Telephone, electricity, gas lines, and cable television lines shall be installed and maintained by the appropriate utility companies.
- E. The property owner or property management entity shall be responsible for installation, maintenance, and upkeep of all common landscape areas, park and recreation areas, hardscape/parking areas, private drives, and irrigation systems within the Specific Plan area.
- F. All necessary infrastructure (e.g., private drives, sewers, water lines, storm drains, drainage improvements, etc.) shall be installed concurrently with development.

6.2.2 Infrastructure Financing

- A. The new on-site storm drain system shall be funded by the developer or through SCIP, and constructed by the developer.
- B. The water facilities and infrastructure shall be owned, operated, and serviced by San Gabriel Valley Water Company. The fair share cost associated with designing and constructing the water system shall be borne by the developer.
- C. The sewer facilities and infrastructure shall be managed by the City's Public Works Department, owned, maintained and operated by the Los Angeles County Sanitation Districts (LACSD). The fair share cost associated with designing and constructing the sewer system shall be borne by the developer.

6.3 SPECIFIC PLAN ADMINISTRATION

The City of South El Monte shall administer the provisions of the Starlite Specific Plan in accordance with the State of California Government Code, the South El Monte General Plan, the South El Monte Municipal Code, the Subdivision Map Act, and other applicable State and City regulations. The development procedures, regulations, standards and specifications contained in this adopted Specific Plan shall supersede the relevant provisions of the City's Municipal Code, as they currently exist or may be amended in the future.

6.3.1 Compliance with the Adopted Specific Plan

The City of South El Monte shall monitor compliance with the adopted Specific Plan and mitigation measures at these stages, as appropriate:

- During the review and approval of subsequent conditional use permits and other permits, as appropriate.
- During the review of construction documents, and prior to the issuance of grading and building permits.
- Prior to the issuance of a certificate of occupancy for any building within the Specific Plan area.
- Prior to the recordation of any tract map or final map within the Specific Plan boundaries.

The following administrative standards apply to the implementation of future development applications (including tract maps, conditional use permits, variances, and other applicable applications for projects within the Specific Plan area.

- A. No development shall occur or building permits issued within the Specific Plan area until the proposed development is reviewed by the City's Community Development Department and found to be consistent with the adopted Specific Plan. Criteria for review and approval of proposed development shall include, but not be limited to the following:
 1. Conformance with the land use designation, maximum density, and maximum number of dwelling units for the Specific Plan area; and
 2. Conformance with the intent and development standards, goals, and policies of the Specific Plan.
- B. All tentative maps shall be consistent with the adopted Specific Plan.
- C. Building permits for dwelling units shall be issued after a final subdivision map has been recorded.
- D. It may be necessary for conditional use permits, and/or variances to implement modifications of uses or structures within the Specific Plan area. Conditional use permits and variances shall be processed through applicable City procedures and meet the provisions identified in Chapter 17.68 and 17.70 of the SEMMC.

6.3.2 Specific Plan Interpretations

In instances where any section, subsection, sentence, clause, phrase, portion or word contained within this Specific Plan is undefined, unclear or vague, the City's Community Development Director shall make a determination as to its meaning and intent.

6.3.3 Severability

If any section, subsection, sentence, clause, phrase, or portion of this Specific Plan, or any future amendments or additions hereto, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Specific Plan, or any future amendments or additions hereto. The City hereby declares that it would have adopted these requirements and each sentence, subsection, clause, phrase, or portion or any future amendments or additions thereto, irrespective of the fact that any one or more sections, subsections, clauses, phrases, portions or any future amendments or additions thereto may be declared invalid or unconstitutional.

6.4 SPECIFIC PLAN MINOR ADJUSTMENTS AND AMENDMENTS

6.4.1 Minor Adjustments to the Specific Plan

Minor adjustments to the plans, guidelines, regulations, and standards contained in this Specific Plan may be approved at the discretion of the Community Development Director; provided, however, that such deviations are deemed to be in substantial conformance with this Specific Plan and are not detrimental to the public health, safety and welfare. Adjustments to the adopted Specific Plan must be consistent with the purpose and intent of the originally approved Specific Plan. Any decisions made by the Community Development Director may be appealed to the Planning Commission. Decisions of the Planning Commission may be appealed to the City Council. Decisions by the City Council shall be deemed to be final.

All minor adjustments must comply with the following requirements:

- A. The total number of dwelling units within the Starlite Specific Plan area may not exceed 207 dwelling units.
- B. The circulation plan network is essentially the same with only minor variations.
- C. No environmental impacts would occur above those addressed in the certified CEQA documentation for the adopted Specific Plan as a result of the proposed modifications.
- D. The public health, safety, and welfare shall not be jeopardized by the proposed modifications.

The following adjustments constitute minor adjustments to the approved Starlite Specific Plan and may be approved without amending the Specific Plan.

- A. Slight adjustments to the Specific Plan area boundaries that respond to more accurate or recent data or actual on-site conditions.
- B. Minor modifications of up to 20% to the building setback and height standards, and parking, signage, and landscape requirements.
- C. Minor changes to the circulation plan to accommodate actual conditions on-site or modify ingress and egress locations, or to respond to new information that was not available at the time the Specific Plan was originally prepared.
- D. Minor changes to the design of the internal drives cross-sections, provided that the drives have adequate capacity to handle the anticipated volumes of traffic and the design changes are deemed acceptable by the City's Traffic Engineer.
- E. Minor modifications to the design guidelines.
- F. Minor modifications to the grading plan.
- G. Minor modifications to the water, sewer, and/or drainage plan(s).
- H. Any modifications to the project phasing.

6.4.2 Specific Plan Amendments

- A. The project developer, project merchant builder, or property owner shall have the authority to initiate an amendment to the adopted Starlite Specific Plan at any time. No authorization by City staff, the Planning Commission or the City Council shall be necessary to initiate a Specific Plan Amendment.
- B. Said amendment shall not require a concurrent General Plan Amendment unless it is determined by the City of South El Monte that the proposed amendment would substantively affect the General Plan goals, objectives, policies, or programs.
- C. All Specific Plan Amendments shall be subject to the requirements of the CEQA Guidelines.
- D. The Planning Commission and City Council shall each hold a public hearing on the proposed amendment of the Specific Plan. Any hearing may be continued from time to time as deemed appropriate and necessary by the Planning Commission and City Council.
- E. The Planning Commission shall review all proposed amendments to the adopted Specific Plan. Upon the close of the required public hearing, the Planning Commission shall act by resolution to adopt, reject, or modify the proposed Specific Plan Amendment and forward its recommendation and findings to the City Council for action.
- F. The City Council shall review the Planning Commission's findings and recommendations. Upon the close of the required public hearing, the City Council shall act by resolution to adopt, reject, or modify the proposed Specific Plan Amendment.

G. Prior to approving or conditionally approving any Specific Plan Amendment, the Planning Commission and City Council must make that the following findings regarding the Amendment:

1. The proposed amendment is consistent with the South El Monte General Plan;
2. The proposed amendment is consistent with the objectives and intent of the Starlite Specific Plan;
3. The proposed amendment results in development of desirable character that will be compatible with existing and proposed development in the surrounding neighborhoods; and
4. Respects the aesthetic assets of the community consistent with economic realities.

6.5 TENTATIVE TRACT MAP

An implementing Vesting Tentative Tract Map is being processed through the City concurrently with this Specific Plan. The Vesting Tentative Tract Map will be processed according to the City's standard Tentative Map Review process (SEMMC Chapter 16.16, Tentative Maps) and California's Subdivision Map Act.

6.6 MAINTENANCE RESPONSIBILITIES

Successful operation of maintenance districts and associations are important in ensuring that the Specific Plan area is well-maintained. Maintenance responsibilities for the open spaces, landscape areas, lighting, and common project facilities will be maintained either by a management agency or a Homeowner's Association (HOA), or similar entity. The project developer will be responsible for the maintenance of all areas and facilities listed in *Table 6.1, Maintenance Responsibility Matrix* until such time accepted by the appropriate entity.

Table 6-1
Maintenance Responsibility Matrix

MAINTENANCE AREA	LA COUNTY	CITY	HOA	SGA	UTILITY COMPANIES
Internal Driveways, Street Lights and Sidewalks			•		
Recreation Center/Common Open Space			•		
Project Entries			•		
Dry Utility Infrastructure					•
Water Systems				•	
Sewer		•			
Drainage Systems	•				

APPENDIX **A**

GENERAL PLAN CONSISTENCY ANALYSIS

The Starlite Specific Plan implements the applicable goals and policies of the City of South El Monte General Plan and is consistent with the General Plan, as amended. The analysis below demonstrates consistency between the Starlite Specific Plan and the applicable goals and policies of the City of South El Monte General Plan.

LAND USE ELEMENT		
GOAL 1.0: MAINTAIN A BALANCED MIX AND DISTRIBUTION OF LAND USES THROUGHOUT SOUTH EL MONTE.		
Policy		Consistency Analysis
Policy 1.1	Provide opportunities for housing development at a range of densities and housing types that accommodate the varied interests and needs of present and future residents.	The Starlite Specific Plan includes both small-lot detached single-family and attached residential homes to provide unique housing opportunities to the community. In addition, the Project will provide 10.5% of the dwelling units as affordable housing units for moderate-income households, as discussed in Section 3.2 of the Specific Plan. By offering units to a variety of different income segments of the community, the Project is consistent with this policy.

GOAL 5.0: CREATE A SENSE OF IDENTITY AND PLACE FOR SOUTH EL MONTE WITHIN THE SAN GABRIEL VALLEY.

Policy		Consistency Analysis
Policy 5.2	Provide for the consistent use of street trees along all sidewalks and property frontages.	The Starlite Specific Plan includes trees along the internal streets, central paseo, and development edges throughout the entire community. Therefore, the Project is consistent with this policy.
Policy 5.6	Upgrade the visual quality of edge conditions between industrial and residential uses through street tree planting and on-site landscaping.	The Starlite Specific Plan includes landscaping along development edges, including increased setbacks, street trees, and on-site landscaping.

GOAL 6.0: PROVIDE FOR THE REVITALIZATION OF DETERIORATING LAND USES AND PROPERTIES.

Policy		Consistency Analysis
Policy 6.1	Encourage and continue use of redevelopment activities, including provision of incentives for private development, joint public-private partnerships, and public improvements, in those Business Improvement Areas designated in South El Monte.	Although redevelopment agencies no longer exist in California, the Starlite Specific Plan project includes the use of a housing density bonus by providing 10.5% of the dwelling units as affordable housing units for moderate-income households, as discussed in Section 3.2 of the Specific Plan. The project consists of an infill redevelopment and revitalizes a permanently closed swap meet.

CIRCULATION ELEMENT**GOAL 1.0: ENSURE THAT THE CITY'S STREET AND HIGHWAY SYSTEM PROVIDES ADEQUATE CAPACITY TO ENSURE ACCEPTABLE TRAFFIC FLOW.**

Policy		Consistency Analysis
Policy 1.2	Continue to automate traffic signals and to develop an integrated traffic signal control system.	Although this is a City directive, the Specific Plan proposes the installation of a new traffic light at the intersection of Rosemead Boulevard and the project entry drive.

GOAL 2.0: MAINTAIN EASY, CONVENIENT ACCESS TO AND FROM SOUTH EL MONTE VIA THE POMONA FREEWAY AND ROSEMEAD BOULEVARD.

Policy		Consistency Analysis
Policy 2.2	Support Caltrans efforts to facilitate smooth traffic flow along Rosemead Boulevard.	Two gated ingress/egress points are proposed – one of which provides direct access to Rosemead Boulevard. A new traffic light at the intersection of Rosemead Boulevard and the project entry drive to help facilitate smooth traffic flow.

GOAL 5.0: PROVIDE ADEQUATE PARKING FOR EXISTING AND FUTURE VEHICLE DEMAND.

Policy		Consistency Analysis
Policy 5.2	Consider revising the zoning regulations to require new developments to incorporate a limited number of parking spaces capable of accommodating electric vehicle recharge stations.	The Specific Plan requires that future development projects shall comply with applicable CALGreen code requirements, including EV capable parking space and infrastructure requirements.

GOAL 6.0: PROTECT RESIDENTIAL NEIGHBORHOODS FROM THROUGH TRAFFIC ASSOCIATED WITH NON-RESIDENTIAL USES.		
Policy		Consistency Analysis
Policy 6.1	Investigate on an as-needed basis the appropriateness of installing speed humps and other traffic calming features to discourage through traffic.	The Specific Plan discourages through traffic and incorporates traffic calming features by installing vehicular gates at the project entries and providing a loop street that includes narrow travel lanes and on-street parking.
Policy 6.3	Institute a program and time schedule to provide sidewalks in residential neighborhoods where sidewalks are needed.	Pedestrian circulation throughout the development is facilitated by a system of interior sidewalks. These pathways will connect the interior of the development to the network of existing City sidewalks.

HOUSING ELEMENT**GOAL 1.0: PROVIDE A VARIETY OF TYPES AND AN ADEQUATE SUPPLY OF HOUSING TO MEET THE EXISTING AND FUTURE NEEDS OF CITY RESIDENTS.**

Policy		Consistency Analysis
Policy 1.1	Provide adequate sites to facilitate the development of a range of residential development types in South El Monte which fulfill regional housing needs, including low-density single family units, and moderate- to higher-density single-family attached and multiple-family units.	The Starlite Specific Plan allows for the development of moderate-density single-family and multiple-family housing to help address the City's share of regional housing needs. The Project will provide 10.5% of the dwelling units as affordable housing units for moderate-income households, as discussed in Section 3.2 of the Specific Plan.
Policy 1.3	Locate higher density housing in close proximity to public transportation, services, and recreation.	The Project is within 500 feet of bus stops for Metro Routes 176 and 266, located at the intersection of Rosemead Boulevard and Fern Avenue. Combined, these routes offer direct access to the El Monte Station (Silver Line), Sierra Madre Gold Line Station, Lakewood Green Line Station, Rosemead Square, San Gabriel Mission, the Shops at Montebello, Whittier Narrows Recreation Area, LA County Social Services Building, and Lakewood Mall. The headway on this route is currently less than every 20 minutes during the AM and PM peak hours.

GOAL 3.0: IMPROVE COMPATIBILITY BETWEEN RESIDENTIAL AND INDUSTRIAL/COMMERCIAL LAND USES

Policy		Consistency Analysis
Policy 3.2	Provide new opportunities for housing in the City, such as through intensification in designated neighborhoods, as a means of offsetting the loss of units in industrial zones.	The Starlite Specific Plan is an infill development that converts the mostly vacant site of the former Starlite drive-in/swap into a high-quality residential community to meet the City's housing needs.

PUBLIC SAFETY ELEMENT**GOAL 1.0: REDUCE THE RISK OF DANGER RELATED TO NATURAL HAZARDS**

Policy		Consistency Analysis
Policy 1.2	Require liquefaction studies to be prepared for new development proposed to be located in areas of the City with high susceptibility to liquefaction hazards.	Liquefaction hazards identified during the environmental review process will be appropriately mitigated to minimize potential damage.
Policy 1.3	Work with owners of high pressure gas lines to ensure that the lines are adequately safeguarded against rupture in the event of an earthquake.	Hazards to life and property identified during the environmental review process will be appropriately mitigated to minimize potential damage.

GOAL 3.0: MINIMIZE THE ADVERSE EFFECTS OF EXCESSIVE OR UNUSUAL NOISE ON THE CITY'S RESIDENTIAL AND BUSINESS POPULATIONS.

Policy		Consistency Analysis
Policy 3.1	Use the noise/land use compatibility standards presented in Table PS-1 as a guide for future planning and development decisions.	New residential dwellings within the Specific Plan area shall be consistent with the Noise Control Ordinance and the relevant land use compatibility criteria, exterior and interior noise standards.

GOAL 4.0: STRIVE TO MAINTAIN THE FOLLOWING INSURANCE SERVICE ORGANIZATION (ISO) RATINGS CITYWIDE: RATING OF 3 FOR RESIDENTIAL USES AND RATING 3 FOR COMMERCIAL AND INDUSTRIAL USES.

Policy		Consistency Analysis
Policy 4.3	Utilize the expertise of County Fire Department personnel to review development proposals where fire hazards are of concern.	All proposed development plans will be circulated to the Los Angeles Fire Department for evaluation on fire safety impacts.

GOAL 7.0: PROVIDE SAFE ENVIRONMENTS FOR CITY RESIDENTS AND BUSINESSES.

Policy		Consistency Analysis
Policy 7.2	Develop defensible space guidelines to be used in the review of development proposals.	The Starlite Specific Plan will incorporate Crime Prevention Through Environmental Design (CPTED) strategies to help deter crimes and increase perceived safety, such as providing community entry gates, placing windows to overlook walkways and parking areas, creating landscape designs that allow for natural surveillance, and providing adequate nighttime lighting for safety.

RESOURCES ELEMENT**GOAL 1.0: PROVIDE LOCAL PUBLIC PARK SPACE AT A RATIO OF 2 ACRES OF PARK LAND PER 1,000 CITY RESIDENTS.**

Policy		Consistency Analysis
Policy 1.2	Investigate opportunities to create small neighborhood or “pocket” parks in the north half of the City.	The Starlite Specific Plan includes a neighborhood park with a variety of recreational amenities to meet the needs of the residents.

GOAL 3.0: ENSURE THAT CITY RESIDENTS AND BUSINESSES ARE PROVIDED WITH A RELIABLE, SAFE DOMESTIC WATER SOURCE.

Policy		Consistency Analysis
Policy 3.1	Continue to participate in the National Pollution Discharge Elimination Systems (NPDES) program under the direction of the Los Angeles County Department of Public Works.	The Project will comply with SEMMC Section 8.44 Stormwater Management and Discharge Control requirements.

GOAL 4.0: ACHIEVE BROAD-BASED PARTICIPATION IN WATER CONSERVATION PROGRAMS.

Policy		Consistency Analysis
Policy 4.1	Provide residents and businesses with information about landscaping and irrigation systems that reduce water use.	The proposed landscape plant palette will comply with SEMMC Section 17.25.050 Water Efficient Landscape standards. All proposed landscaping irrigation shall meet all requirements of the CGBC and City of South El Monte standards for water efficient landscaping.
Policy 4.2	Establish regulations that require new developments to incorporate water-saving plumbing fixtures.	The Specific Plan requires that future development projects shall comply with applicable CALGreen code requirements, which include water-saving plumbing fixture requirements to reduce water consumption.

GOAL 5.0: IMPROVE AIR QUALITY FOR FUTURE GENERATIONS OF SOUTH EL MONTE RESIDENTS.

Policy		Consistency Analysis
Policy 5.2	Review the zoning regulations annually to identify whether revisions are required to accommodate and encourage the use of alternative-fuel vehicles (e.g. electric cars).	Although this is a City directive, the Specific Plan promotes the use of alternative-fuel vehicles and requires that future development projects comply with the CALGreen code requirements for EV capable parking spaces and infrastructure.

GOAL 6.0: CONTROL AND REDUCE THE AMOUNT OF WASTE GENERATED IN THE CITY.

Policy		Consistency Analysis
Policy 6.1	Implement a public awareness and education program about the recycling, reduction, and reuse of materials.	Although this is a City directive, future development projects in the Specific Plan area are required to comply with the CALGreen's waste recycling requirements.

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ATTACHMENT D

January 2022 | Initial Study

STARLITE RESIDENTIAL DEVELOPMENT

City of South El Monte

Prepared for:

City of South El Monte

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Abbreviations and Acronyms

AAQS	ambient air quality standards
AB	Assembly Bill
ACM	asbestos-containing materials
ADT	average daily traffic
amsl	above mean sea level
AQMP	air quality management plan
AST	aboveground storage tank
BAU	business as usual
bgs	below ground surface
BMP	best management practices
CAA	Clean Air Act
CAFE	corporate average fuel economy
CalARP	California Accidental Release Prevention Program
CalEMA	California Emergency Management Agency
Cal/EPA	California Environmental Protection Agency
CAL FIRE	California Department of Forestry and Fire Protection
CALGreen	California Green Building Standards Code
Cal/OSHA	California Occupational Safety and Health Administration
CalRecycle	California Department of Resources, Recycling, and Recovery
Caltrans	California Department of Transportation
CARB	California Air Resources Board
CBC	California Building Code
CCAA	California Clean Air Act
CCR	California Code of Regulations
CDE	California Department of Education
CDFW	California Department of Fish and Wildlife
CEQA	California Environmental Quality Act
CERCLA	Comprehensive Environmental Response, Compensation and Liability Act
cfs	cubic feet per second
CGS	California Geologic Survey
CMP	congestion management program
CNDDB	California Natural Diversity Database
CNEL	community noise equivalent level

Abbreviations and Acronyms

CO	carbon monoxide
CO ₂ e	carbon dioxide equivalent
Corps	US Army Corps of Engineers
CSO	combined sewer overflows
CUPA	Certified Unified Program Agency
CWA	Clean Water Act
dB	decibel
dBA	A-weighted decibel
DPM	diesel particulate matter
DTSC	Department of Toxic Substances Control
EIR	environmental impact report
EPA	United States Environmental Protection Agency
EPCRA	Emergency Planning and Community Right-to-Know Act
FEMA	Federal Emergency Management Agency
FHWA	Federal Highway Administration
FTA	Federal Transit Administration
GHG	greenhouse gases
GWP	global warming potential
HCM	Highway Capacity Manual
HQTA	high quality transit area
HVAC	heating, ventilating, and air conditioning system
IPCC	Intergovernmental Panel on Climate Change
L _{dn}	day-night noise level
L _{eq}	equivalent continuous noise level
LBP	lead-based paint
LCFS	low-carbon fuel standard
LOS	level of service
LST	localized significance thresholds
M _w	moment magnitude
MCL	maximum contaminant level
MEP	maximum extent practicable
mgd	million gallons per day
MMT	million metric tons

Abbreviations and Acronyms

MPO	metropolitan planning organization
MT	metric ton
MWD	Metropolitan Water District of Southern California
NAHC	Native American Heritage Commission
NO _x	nitrogen oxides
NPDES	National Pollution Discharge Elimination System
O ₃	ozone
OES	California Office of Emergency Services
PM	particulate matter
POTW	publicly owned treatment works
ppm	parts per million
PPV	peak particle velocity
RCRA	Resource Conservation and Recovery Act
REC	recognized environmental condition
RMP	risk management plan
RMS	root mean square
RPS	renewable portfolio standard
RWQCB	Regional Water Quality Control Board
SB	Senate Bill
SCAG	Southern California Association of Governments
SCAQMD	South Coast Air Quality Management District
SIP	state implementation plan
SLM	sound level meter
SoCAB	South Coast Air Basin
SO _x	sulfur oxides
SQMP	stormwater quality management plan
SRA	source receptor area [or state responsibility area]
SUSMP	standard urban stormwater mitigation plan
SWP	State Water Project
SWPPP	Storm Water Pollution Prevention Plan
SWRCB	State Water Resources Control Board
TAC	toxic air contaminants
TNM	transportation noise model

Abbreviations and Acronyms

tpd	tons per day
TRI	toxic release inventory
TTCP	traditional tribal cultural places
USFWS	United States Fish and Wildlife Service
USGS	United States Geological Survey
UST	underground storage tank
UWMP	urban water management plan
V/C	volume-to-capacity ratio
VdB	velocity decibels
VHFHSZ	very high fire hazard severity zone
VMT	vehicle miles traveled
VOC	volatile organic compound
WQMP	water quality management plan
WSA	water supply assessment

1. Introduction

The proposed Starlite Residential Development project (proposed project) would result in the redevelopment of the 12.3-acre former Starlite Drive-in Theater site for residential uses with 207 dwelling units. The City of South El Monte, as lead agency, is responsible for preparing environmental documentation in accordance with the California Environmental Quality Act (CEQA) to determine if approval of the discretionary actions requested and subsequent development would have a significant impact on the environment. As defined by Section 15063 of the CEQA Guidelines, an Initial Study is prepared primarily to provide the lead agency with information to use as the basis for determining whether an environmental impact report (EIR), Negative Declaration (ND), or Mitigated Negative Declaration (MND) would be appropriate for providing the necessary environmental documentation and clearance for the proposed project. This Initial Study has been prepared to support the adoption of an MND.

1.1 PROJECT LOCATION

The 12.3-acre project site is in the City of South El Monte at the former Starlite Drive-in Theater site at 2540 Rosemead Boulevard. Figure 1, *Regional Location*, and Figure 2, *Local Vicinity*, show the location of the site within the regional and local contexts of Los Angeles County and the City of South El Monte, respectively. The City is in the central portion of Los Angeles County and is bordered by the cities of El Monte to the north and east, Rosemead to the west, and Whittier Narrows Natural Area to the south.

The project site is accessed off Rosemead Boulevard (State Route 164 [SR-164]), which runs north-south, and is one mile south of Interstate 10 (I-10), which runs east-west.

1.2 ENVIRONMENTAL SETTING

1.2.1 Existing Land Use

As shown in Figure 3, *Aerial Photograph*, the project site is paved and vacant except for a single-family residence at the northeast corner of the site. The drive-in's snack shop building and accessory building, convenience store, and a maintenance building in the southeast corner of the site were demolished in March 2021. Prior to COVID-19, the site was used on weekends as a swap meet.

1.2.2 Surrounding Land Use

As labeled on Figure 3, *Aerial Photograph*, the site is surrounded by commercial and industrial uses to the east, south, and west, including auto spray booths, delivery truck operations, and welding operations. Multifamily residential units border the site to the north. Lot 2, which is approximately 1.2 acres, as shown in Figure 3, *Aerial Photograph*, to the west of the site, along Rosemead Boulevard, would be parceled off and remain with the current landowner.

1. Introduction

1.3 PROJECT DESCRIPTION

1.3.1 Proposed Land Use

Figure 4, *Conceptual Site Plan*, shows the proposed project layout on the 12.3-acre site, including landscaping on-site. An additional entry would be created off of Chico Avenue at the eastern portion of the site (see Figure 5, *Circulation Plan*). The proposed project would include a traffic signal at the intersection of Rosemead Boulevard and the project entrance. The proposed project would include 207 dwelling units (169 single-family homes and 38 multifamily units); up to 10.0 percent of these units are proposed to be affordable to moderate income households. Table 1, *Starlite Residential Land Use Statistics*, provides a summary of the units by type and square footage. The proposed project would also include 9,000 square feet of recreational facilities (pool, pool deck, and recreation building). Figures 6a through 6f, *Building Elevations*, show the elevations of the proposed townhome and single-family structures, which would be three stories and vary in exterior façade, including sand stucco siding; brown, white, and blue trim; and terra cotta roofing. The maximum building height would be 35 feet and 8 inches. The proposed project would also include the demolition of the single-family home in the northeast corner of the site. A Specific Plan was developed for the proposed project and includes design guidelines to provide the framework for high quality design (see Appendix A).

Table 1 Starlite Residential Land Use Statistics

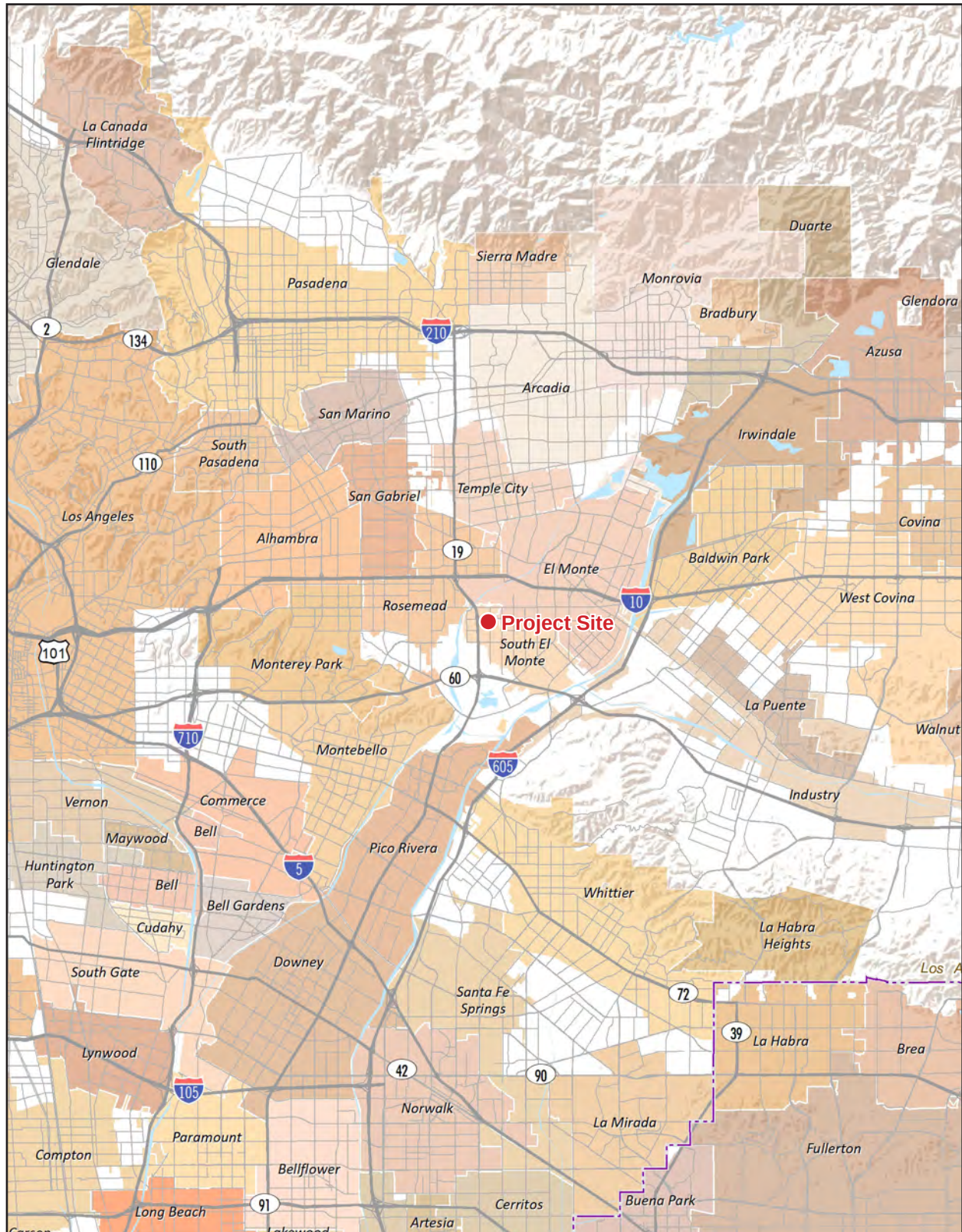
Unit Name/Type	# of Bedrooms	Square Feet/Unit	Number	Total Square Feet
TH 1	2	1,340	8	10,720
TH 2	2	1,344	8	10,752
TH 3	3	1,782	18	32,076
TH 4	3	2,138	4	8,552
SFD 1	3	1,915	41	78,515
SFD 2	3	2,018	47	94,846
SFD 3	3	2,089	59	123,251
SFD 3-ALT	3	2,100	8	16,800
SFD 4	4	2,328	14	32,592
Total			207 units	408,104

Notes:
TH = Townhome
SFD = Single-Family Dwelling

1.3.2 Landscaping

As shown in Figure 7, *Conceptual Open Space Landscape Plan*, the proposed project's landscape plan would feature trees along both sides of the driveway off Rosemead Boulevard and along both sides of the internal drive aisle that loops around the residential units in the center of the site. Additionally, trees would be planted along the central sidewalk, at the Chico Avenue entryway, at the pool area in the southeast corner of the site, and along the eastern and southern boundaries of the site. Shrubs would line all sidewalks on the site, and an open play lawn area would be to the south and north of the proposed pool. The proposed project would provide 140,080 square feet of landscaped areas.

Figure 1 - Regional Location



Note: Unincorporated county areas are shown in white.

Source: ESRI, 2021

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Scale (Miles)

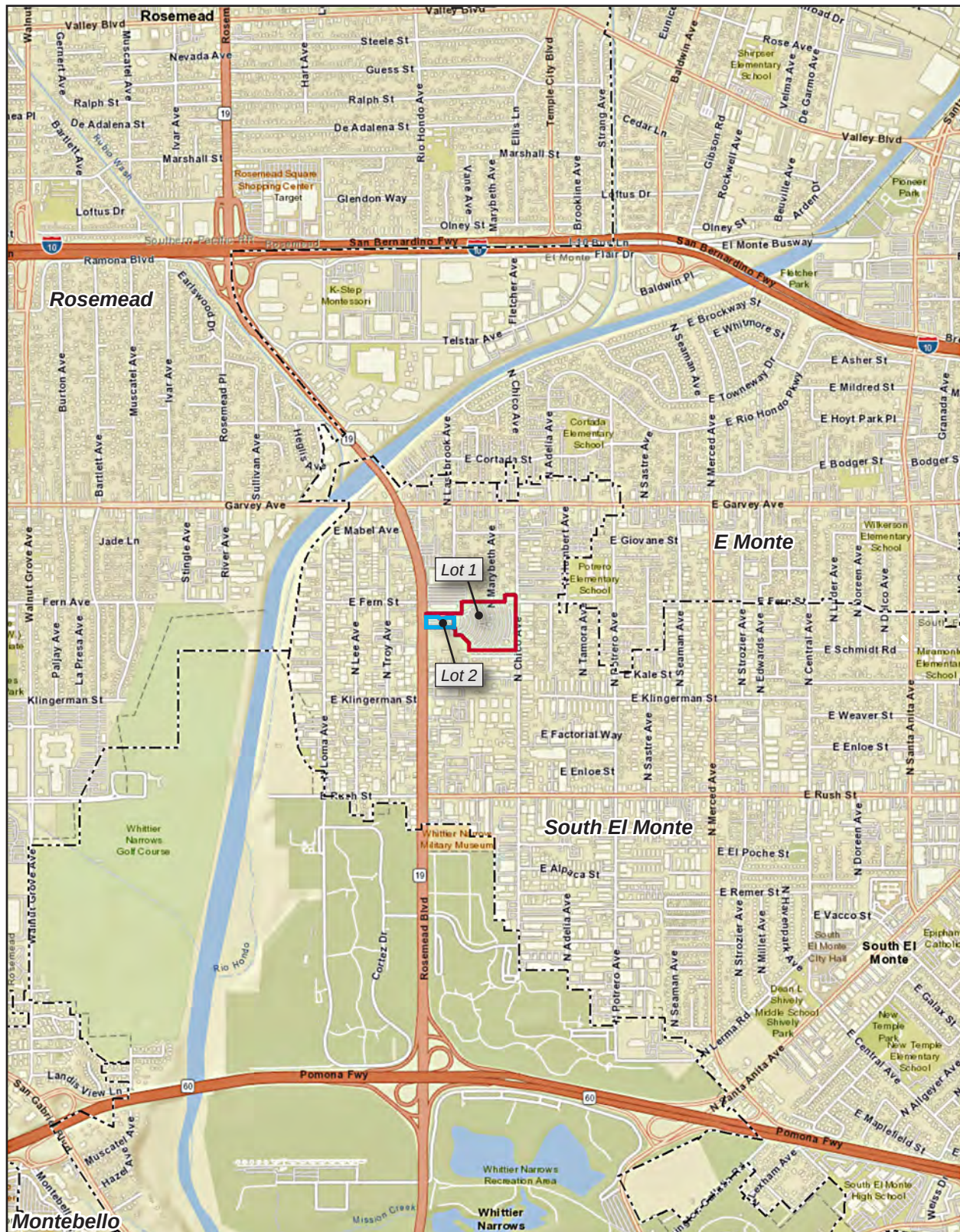


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1. Introduction

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Figure 2 - Local Vicinity



— Project Boundary

--- City Boundary

— Lot 2 (not part of this development/entitlement)

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Scale (Feet)

Source: ESRI, 2021



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Figure 3 - Aerial Photograph



— Project Boundary
— Lot 2 (not part of this development/entitlement)

Source: Nearmap, 2021

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Scale (Feet)

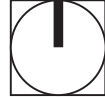
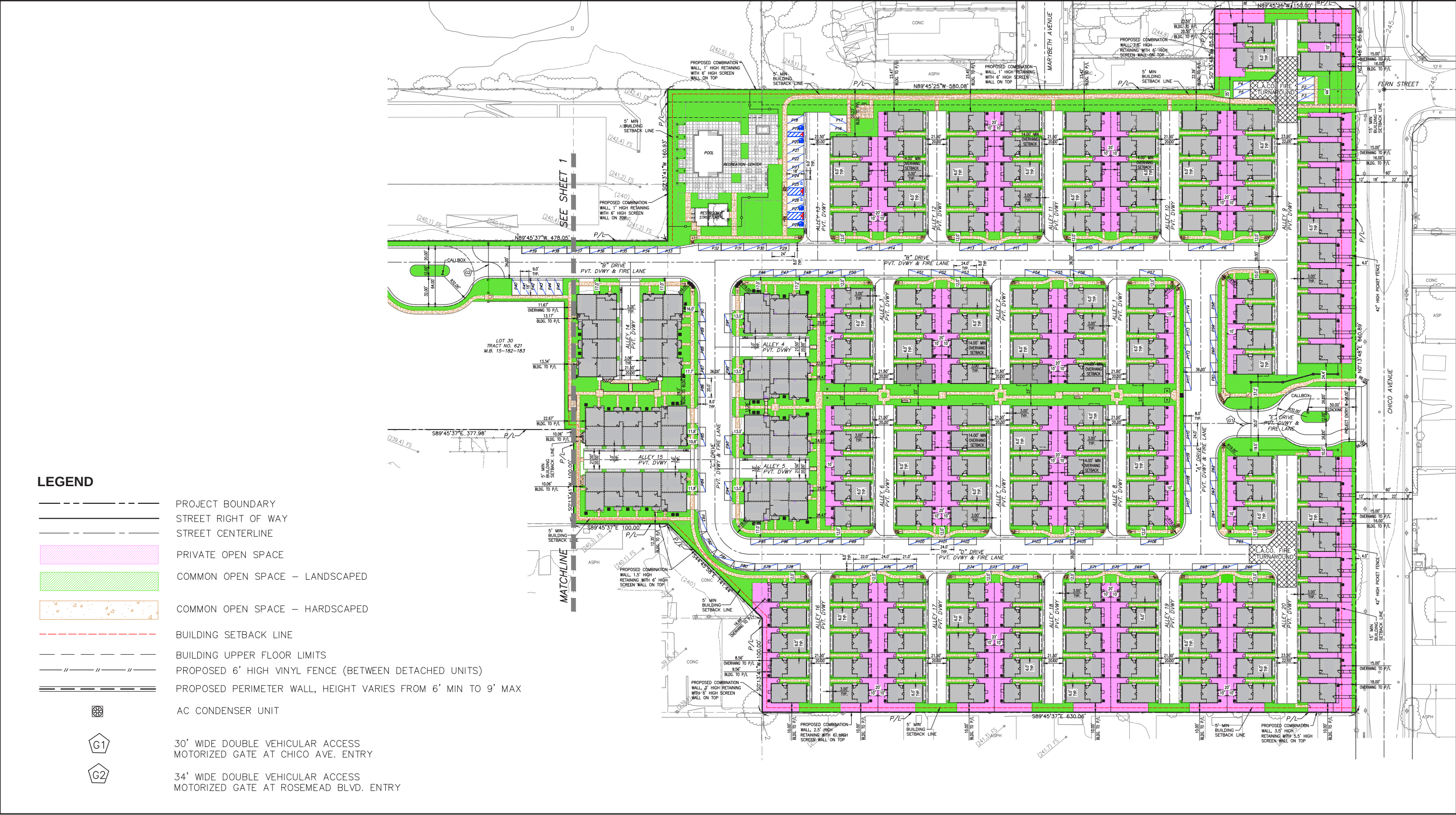


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Figure 4 - Conceptual Site Plan



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Figure 5 - Circulation Plan



Source: KTG, 2021

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Scale (Feet)



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Figure 6a - Building Elevations



Left Elevation



Front Elevation



Right Elevation



Rear Elevation

**Townhomes
5-Plex "A" Spanish**

1. Introduction

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Figure 6b - Building Elevations



Single Family
Plan 1 - 321.1915 "B" Craftsman

1. Introduction

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Figure 6c - Building Elevations



Single Family
Plan 2 - 321.2018 "C" Farmhouse

1. Introduction

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Figure 6d - Building Elevations



Single Family
Plan 3 - 321.2089 "A" Spanish

1. Introduction

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Figure 6e - Building Elevations



Left Elevation



Front Elevation



Right Elevation



Rear Elevation (Chico Ave. View)

Single Family
Plan 3-ALT. - 321.2089 "B" Craftsman

1. Introduction

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Figure 6f - Building Elevations



Single Family
Plan 4 - 321.2328 "C" Farmhouse

1. Introduction

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Figure 7 - Conceptual Open Space Landscape Plan



Source: Wetland Design Group, Inc, 2021

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1. Introduction

1.3.3 Infrastructure Improvements and Utility and Service Systems

Following is a discussion of the infrastructure improvements and utility and service systems needed to accommodate the proposed project. All proposed infrastructure and improvements would require City approval and where necessary, the approval of the utility/service provider.

1.3.3.1 WATER SYSTEM

The San Gabriel Valley Water Company (SGVWC) would provide water delivery service to the project site. As shown in Figure 8, *Water and Sewer Plan*, there are existing water lines along Chico Avenue and Rosemead Boulevard. As a part of the proposed project, new on-site water lines would connect to the existing water mains. No off-site water line construction or upsizing would be required to accommodate the proposed project. However, some construction would occur within the public right-of-way of Chico Avenue and Rosemead Boulevard in order to make the necessary infrastructure connections to the existing water mains. The proposed water system improvements would be designed and constructed in accordance with City and SGVWC requirements and would require City and SGVWC approval.

1.3.3.2 WASTEWATER SYSTEM

Wastewater generated by the proposed project would be collected within the City's local sewer collection system. The City's local sewers tie into one of the Sanitation Districts of Los Angeles County (LACSD) regional trunk sewers. As shown in Figure 8, *Water and Sewer Plan*, there are existing sewer lines along Chico Avenue and Rosemead Boulevard. As a part of the proposed project, new on-site sewer lines would connect to the existing sewer main in Rosemead Boulevard. No off-site sewer line construction or upsizing would be required to accommodate the proposed project. However, some construction would occur within the public right-of-way of Rosemead Boulevard in order to make the necessary infrastructure connections to the existing sewer main. The proposed wastewater system improvements would be designed and constructed in accordance with City and LACSD requirements and would require City and LACSD approval.

1.3.3.3 DRAINAGE SYSTEM

Under existing conditions, 87.0 percent of the site drains from east to west to a sump catch basin near the middle of the site. The catch basin drains into the Los Angeles County Flood Control District storm drain running from Rosemead Boulevard to Marybeth Lane, as shown in Figure 9, *Storm Drain Plan*. The remaining 13.0 percent of the site drains east to west toward Rosemead Boulevard.

Under proposed conditions, stormwater runoff from Lot 1 (see Figure 3, *Aerial Photograph*) would be conveyed to the same county storm drain as under existing conditions but via a new on-site drainage collection, conveyance, and treatment system shown in Figure 9, *Storm Drain Plan*. Lot 2 (1.2 acres) would be parceled off and remain with the current landowner. For Lot 1, runoff would be conveyed to a centralized pretreatment chamber before entering a drywell infiltration system. The location of the pretreatment chamber and the drywell is shown in Figure 16, *Developed Condition Hydrology Map*. If infiltration is determined to be infeasible during the final engineering phase, a biofiltration system would be proposed. The proposed drainage system

1. Introduction

improvements would be designed and constructed in accordance with City requirements and would require City approval.

No changes are proposed to the Los Angeles County Flood Control District storm drain that runs through the project site. The project applicant/developer would submit construction/engineering plans and as-built plans to the County's engineer to obtain a permit to connect to this storm drain. All construction work in the vicinity of the storm drain would be conducted in accordance with the district's design manual guidelines and standards.

1.3.4 Project Phasing and Construction

The proposed project would be completed in one phase upon acquisition of permits. Construction is estimated to be completed in approximately 19 months, beginning in Fall 2022 and ending in Spring 2024. Construction equipment required for demolition, excavation, grading, and other building activities would include, but not be limited to, excavators, loaders, forklifts, concrete trucks, and compressors. In compliance with Section 8.20.030(D), Prohibited Acts, of the City's municipal code, construction activities are only permitted between 7 am to 10 pm Mondays through Fridays and are prohibited on weekends and holidays. An estimated 4,852 cubic yards of soil import are anticipated to require 607 total trip-ends, or 61 trip-ends per day, based on a 10-day, rough-grading, soil-haul phase.

The construction phases are:

- Asphalt and building demolition
- Building demolition debris haul
- Asphalt demolition debris on-site reprocessing
- Rough grading
- Rough grading soil haul
- Utility trenching
- Asphalt paving
- Building construction
- Architectural coating

1.4 EXISTING ZONING AND GENERAL PLAN

According to the City of South El Monte General Plan land use and zoning maps, the project site is currently designated Commercial-Manufacturing and Medium-Density Residential (MDR) and zoned Commercial Manufacturing (C-M) and Medium Density Residential (R-3).

A General Plan Amendment would be required to change the site's land use designation to Medium Density Residential (MDR) and a Zone Change approval would be required to change the zoning to Specific Plan (SP).

Figure 10, *Existing and Proposed General Plan Land Use Designation*, and Figure 11, *Existing and Proposed Zoning Designation*, show the existing and proposed land use and zoning designations for the site.

1. Introduction

A Vesting Tentative Tract Map for the Specific Plan area will be prepared and processed through the City in accordance with Chapter 16 of the South El Monte Municipal Code and in accordance with the Subdivision Map Act of the California Government Code.

1.5 CITY ACTION REQUESTED

This Initial Study examines the environmental impacts of the proposed Starlite Residential Development. This Initial Study is also being prepared to address various actions by the City to adopt and implement the proposed project. It is the intent of this Initial Study to enable the City, other responsible agencies, and interested parties to evaluate the environmental impacts of the proposed project and make informed decisions with respect to the requested entitlements. The discretionary actions required by the City of South El Monte and other agencies are shown in Table 2, *Discretionary Approvals Requested*.

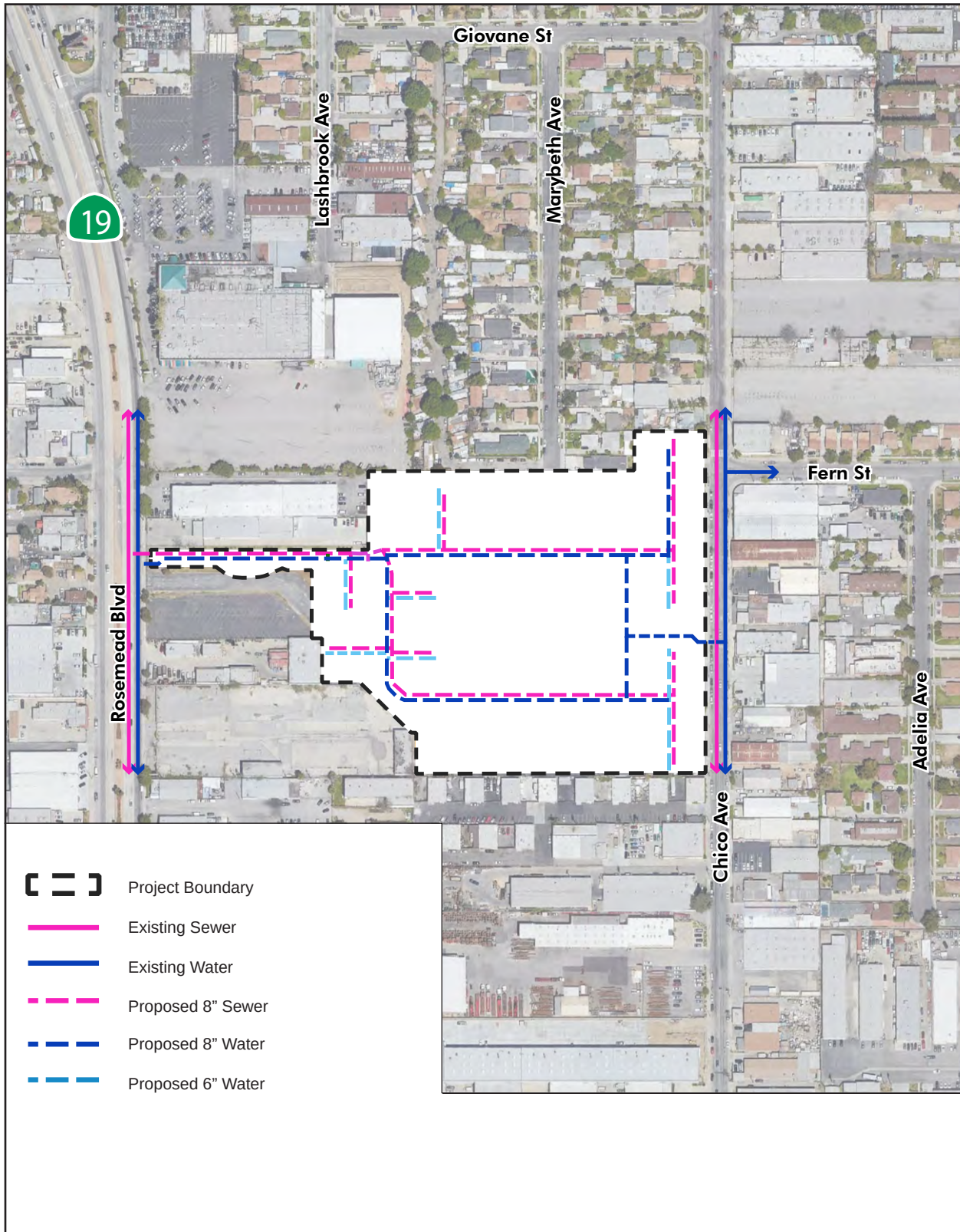
Table 2 Discretionary Approvals Requested

Agency	Entitlements/Permits Required
City of South El Monte	Mitigated Negative Declaration Adoption General Plan Amendment (GPA) Specific Plan (SP) Zone Change (ZC) Vesting Tentative Tract Map (VTTM) Lot Line Adjustment (LLA)

1. Introduction

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Figure 8 - Water and Sewer Plan



Source: KTG, 2021

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Figure 9 - Storm Drain Plan



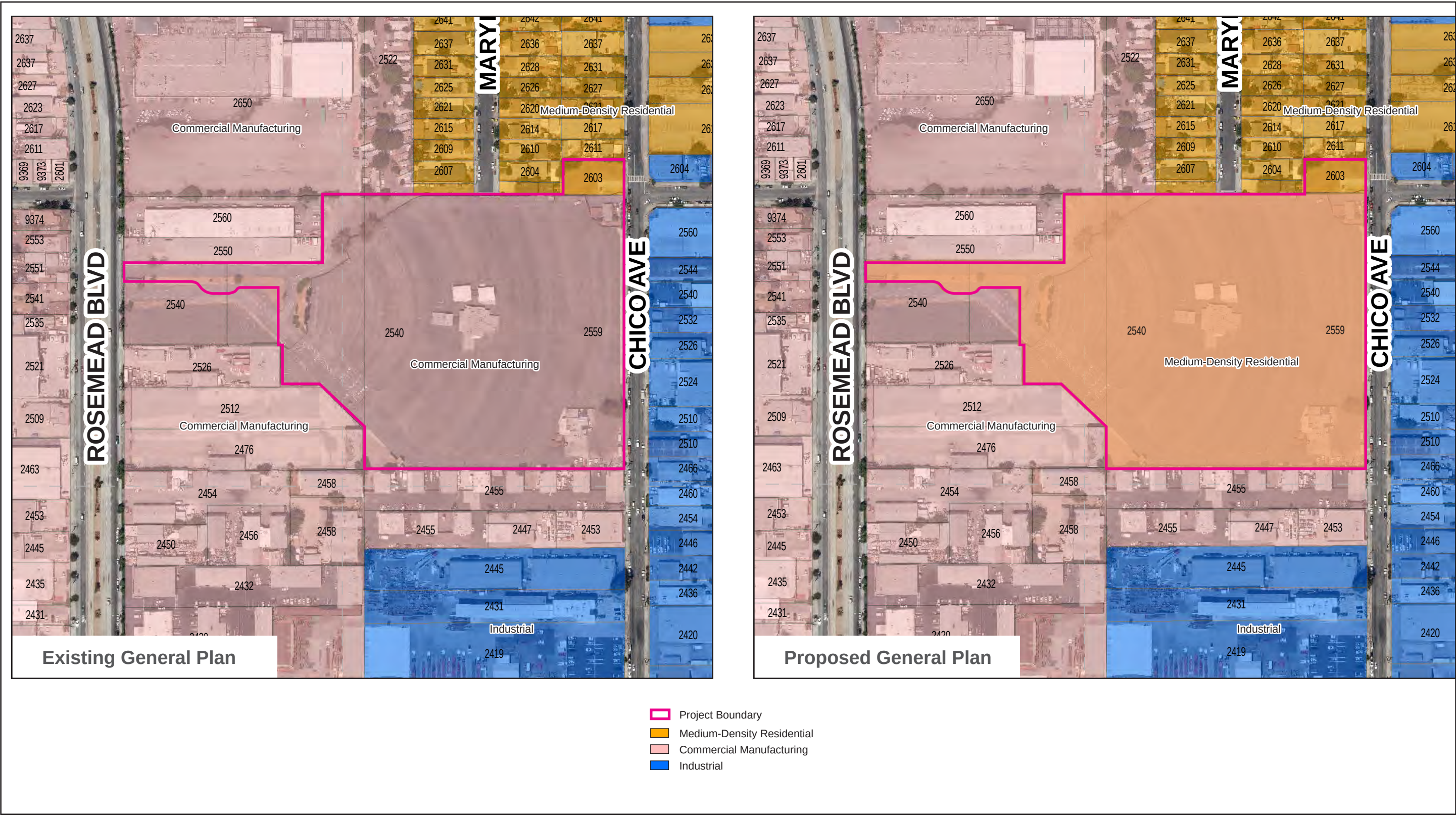
Source: KTG, 2021



1. Introduction

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Figure 10 - Existing and Proposed General Plan Land Use Designations



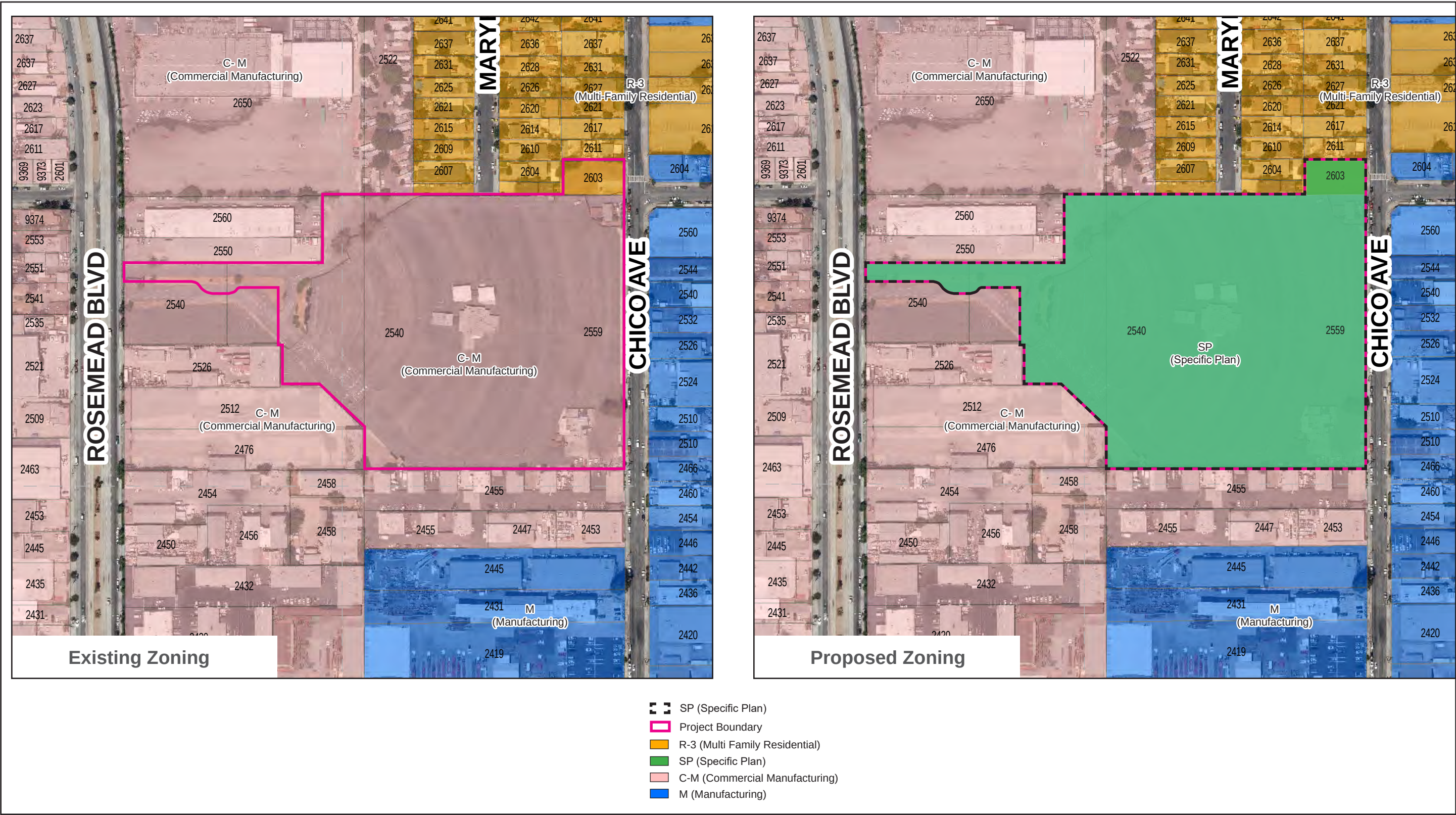
Source: City of El Monte



1. Introduction

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Figure 11 - Existing and Proposed Zoning Designations



Source: City of El Monte



1. Introduction

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2. Environmental Checklist

2.1 PROJECT INFORMATION

1. **Project Title:** Starlite Residential Development

2. **Lead Agency Name and Address:**
City of South El Monte
Community Development Department
1415 Santa Anita Avenue
South El Monte, CA 91733

3. **Contact Person and Phone Number:**
Colby Cataldi, Community Development Director
626.579.6540

4. **Project Location:**
The 12.3-acre project site is in the City of South El Monte at the former Starlite Drive-in Theater site at 2540 Rosemead Boulevard.

5. **Project Sponsor's Name and Address:**
KB Home
10990 Wilshire Boulevard
Los Angeles, CA 90024

6. **General Plan Designation:** Medium-Density Residential (Proposed); Commercial-Manufacturing and Medium-Density Residential (MDR) (Existing)

7. **Zoning:** Specific Plan (SP) (Proposed); Commercial Manufacturing (C-M) and Medium Density Residential (R-3) (Existing)

8. **Description of Project:**
The proposed project would include 207 dwelling units (169 single-family homes and 38 multifamily units), and up to 10.0 percent of these units are proposed to be at moderate level.

9. **Surrounding Land Uses and Setting:**
A section of the western portion of the site, along Rosemead Boulevard, would be parceled off and remain with the current landowner. The site is surrounded by commercial and industrial uses to the east, south, and west, including auto spray booths, delivery truck operations, and welding operations. Multifamily residential units border the site to the north. The project site is addressed on Rosemead

2. Environmental Checklist

Boulevard, which runs north-south and provides access to the project site. I-10 runs east-west and provides access from one mile north of the project site.

10. Other Public Agencies Whose Approval Is Required (e.g., permits, financing approval, or participating agreement):

N/A

11. Have California Native American tribes traditionally and culturally affiliated with the project area requested consultation pursuant to Public Resources Code section 21080.3.1? If so, is there a plan for consultation that includes, for example, the determination of significance of impacts to tribal cultural resources, procedures regarding confidentiality, etc.?

Note: Conducting consultation early in the CEQA process allows tribal governments, lead agencies, and project proponents to discuss the level of environmental review, identify and address potential adverse impacts to tribal cultural resources, and reduce the potential for delay and conflict in the environmental review process. (See Public Resources Code section 21080.3.2.) Information may also be available from the California Native American Heritage Commission's Sacred Lands File per Public Resources Code section 5097.94 and the California Historical Resources Information System administered by the California Office of Historic Preservation. Please also note that Public Resources Code section 21082.3(c) contains provisions specific to confidentiality.

Letters were sent to tribal representatives in accordance with Senate Bill 18 and Assembly Bill 52; consultation was set up with the Gabrieleno Band of Mission Indians—Kizh Nation.

2. Environmental Checklist

2.2 ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED

The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a "Potentially Significant Impact," as indicated by the checklist on the following pages.

- | | | |
|--|---|---|
| ☐ Aesthetics | ☐ Agriculture / Forestry Resources | ☐ Air Quality |
| ☐ Biological Resources | ☐ Cultural Resources | ☐ Energy |
| ☐ Geology/Soils | ☐ Greenhouse Gas Emissions | ☐ Hazards and Hazardous Materials |
| ☐ Hydrology/Water Quality | ☐ Land Use / Planning | ☐ Mineral Resources |
| ☐ Noise | ☐ Population / Housing | ☐ Public Services |
| ☐ Recreation | ☐ Transportation | ☐ Tribal Cultural Resources |
| ☐ Utilities / Service Systems | ☐ Wildfire | ☐ Mandatory Findings of Significance |

2.3 DETERMINATION (TO BE COMPLETED BY THE LEAD AGENCY)

On the basis of this initial evaluation:

☐ I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.

☒ I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.

☐ I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.

☐ I find that the proposed project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.

☐ I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.

Signature

Date

2. Environmental Checklist

2.4 EVALUATION OF ENVIRONMENTAL IMPACTS

1. A brief explanation is required for all answers except “No Impact” answers that are adequately supported by the information sources a lead agency cites in the parentheses following each question. A “No Impact” answer is adequately supported if the referenced information sources show that the impact simply does not apply to projects like the one involved (e.g., the project falls outside a fault rupture zone). A “No Impact” answer should be explained where it is based on project-specific factors, as well as general standards (e.g., the project would not expose sensitive receptors to pollutants, based on a project-specific screening analysis).
2. All answers must take account of the whole action involved, including off-site as well as on-site, cumulative as well as project-level, indirect as well as direct, and construction as well as operational impacts.
3. Once the lead agency has determined that a particular physical impact may occur, then the checklist answers must indicate whether the impact is potentially significant, less than significant with mitigation, or less than significant. “Potentially Significant Impact” is appropriate if there is substantial evidence that an effect may be significant. If there are one or more “Potentially Significant Impact” entries when the determination is made, an EIR is required.
4. “Negative Declaration: Less Than Significant With Mitigation Incorporated” applies where the incorporation of mitigation measures has reduced an effect from “Potentially Significant Impact” to a “Less Than Significant Impact.” The lead agency must describe the mitigation measures, and briefly explain how they reduce the effect to a less than significant level.
5. Earlier analyses may be used where, pursuant to the tiering, program EIR, or other CEQA process, an effect has been adequately analyzed in an earlier EIR or negative declaration. Section 15063(c)(3)(D). In this case, a brief discussion should identify the following:
 - a) **Earlier Analyses Used.** Identify and state where they are available for review.
 - b) **Impacts Adequately Addressed.** Identify which effects from the above checklist were within the scope of and adequately analyzed in an earlier document pursuant to applicable legal standards, and state whether such effects were addressed by mitigation measures based on the earlier analysis.
 - c) **Mitigation Measures.** For effects that are “Less than Significant with Mitigation Measures Incorporated,” describe the mitigation measures which were incorporated or refined from the earlier document and the extent to which they address site-specific conditions for the project.
6. Lead agencies are encouraged to incorporate into the checklist references to information sources for potential impacts (e.g., general plans, zoning ordinances). Reference to a previously prepared or outside document should, where appropriate, include a reference to the page or pages where the statement is substantiated.
7. Supporting Information Sources: A source list should be attached, and other sources used or individuals contacted should be cited in the discussion.

2. Environmental Checklist

8. This is only a suggested form, and lead agencies are free to use different formats; however, lead agencies should normally address the questions from this checklist that are relevant to a project's environmental effects in whatever format is selected.
9. The explanation of each issue should identify:
 - a) the significance criteria or threshold, if any, used to evaluate each question; and
 - b) the mitigation measure identified, if any, to reduce the impact to less than significance.

2. Environmental Checklist

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3. Environmental Analysis

This section provides an evaluation of the impact categories and questions in the checklist and identifies mitigation measures, if applicable.

3.1 AESTHETICS

Except as provided in Public Resources Code Section 21099, would the project:

Issues	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Have a substantial adverse effect on a scenic vista?				X
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?				X
c) In nonurbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage point). If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?			X	
d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?			X	

a) Have a substantial adverse effect on a scenic vista?

No Impact. Vistas provide visual access or panoramic views to a large geographic area. The city's relatively flat topography provides scenic views of mountain ridges to the north. However, these views are often obscured by weather and poor air quality. The highly urbanized setting of the area surrounding the project site (Rosemead Boulevard to the west, Chico Avenue to the east, residential uses and Marybeth Avenue to the north, and commercial and industrial uses to the south) also obscures views of the mountains. Additionally, according to the Resources Element of the City's General Plan, none of the roads, streets, or highways meet the requirements for designation as a scenic roadway (South El Monte 2000). Therefore, impacts to scenic vistas would be less than significant.

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b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?

No Impact. According to the Resources Element of the City's General Plan, there are no state-designated highways in the City. The nearest officially designated scenic highway is State Route 2 approximately 14 miles north of the project site (Caltrans 2022). Therefore, no impact would occur.

c) In nonurbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage point). If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?

Less Than Significant Impact. The project site is in an urbanized area and is vacant except for a structure at the northeast corner of the site. The surrounding area consists of commercial and industrial uses to the east, south, and west and multifamily uses to the north. Although it would change the character of the site, the proposed project would be compatible with the existing development pattern and character surrounding the site, with building materials and colors that complement the existing development on adjacent properties. Furthermore, the proposed Specific Plan includes design guidelines to provide the framework for high quality design (Appendix A). The architectural design guidelines of the Specific Plan—which specify building orientation and massing, roof forms, architectural enhancements, colors and materials, and plan and elevation requirements—would express the desired character of future development, ensure a consistent level of quality, and accommodate emerging and product trends. Compliance with these standards would ensure that the proposed project would feature quality design and architecture and would be compatible with the character of the adjacent uses. Moreover, the site is currently zoned Multifamily Residential (R-3), which allows a maximum height of 25 feet. The proposed buildings on-site would be 35 feet and 8 inches tall, which exceeds the allowable maximum height in the R-3 zone and requires a change of zone to the Specific Plan (SP) zone. Upon approval of the SP zone, the proposed building heights would not exceed the Specific Plan's maximum building height of 36 feet. Therefore, implementation of the proposed project would not substantially degrade the existing visual character of the site and its surroundings. Impacts would be less than significant.

d) Create a new source of substantial light or glare, which would adversely affect day or nighttime views in the area?

Less Than Significant Impact. The two major causes of light pollution are glare and spill light. Spill light is caused by misdirected light that illuminates areas outside the area intended to be lit. Glare occurs when a bright object is against a dark background, such as oncoming vehicle headlights or an unshielded light bulb. The project area includes many existing sources of nighttime illumination and glare, such as lights caused by roadway and residential uses, parking lot lights, vehicle lights, and exterior lighting from commercial and industrial uses. At buildout, the proposed project would include additional structures on-site and their related lighting sources; its implementation would likely also result in glazing (e.g., windows and doors) that could potentially result in new sources of glare. Despite new sources of nighttime illumination and glare, the proposed project is not expected to generate a substantial increase in light and glare. Additionally, Section 17.12.260, Miscellaneous Standards, for the R-3 zone in the City's municipal code, states that lighting shall be designed to ensure that

3. Environmental Analysis

neighboring properties or public streets are protected from direct or hazardous glare. Glare and lighting from the proposed project would be typical of residential uses and the surrounding area, and would not increase glare and lighting beyond what is expected for the project site. Therefore, impacts would be less than significant.

3.2 AGRICULTURE AND FORESTRY RESOURCES

In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Dept. of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the state's inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment project; and forest carbon measurement methodology provided in Forest Protocols adopted by the California Air Resources Board. Would the project:

Issues	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?				X
b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?				X
c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code Section 12220(g)), timberland (as defined by Public Resources Code Section 4526), or timberland zoned Timberland Production (as defined by Government Code Section 51104(g))?				X
d) Result in the loss of forest land or conversion of forest land to non-forest use?				X
e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?				X

- a) **Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?**

No Impact. The project site has no agricultural or farm uses on it, nor are there agricultural or farm uses in its immediate vicinity. No project-related farmland conversion impact would occur. The project site is zoned R-3 (Multifamily). It is listed as Urban and Built-Up Land and is not mapped as important farmland by the Division of Land Resource Protection (DLRP 2016). Therefore, no impact would occur.

3. Environmental Analysis

b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?

No Impact. The zoning designation for the project site is R-3 (Multifamily). The proposed project would not conflict with agricultural zoning or a Williamson Act contract because the site is not zoned for agricultural use. Williamson Act contracts restrict the use of privately owned land for agriculture and compatible open-space uses under contract with local governments; in exchange, the land is taxed based on actual use rather than potential market value. Since the project site is zoned R-3 (Multifamily), there is no Williamson Act contract in effect on-site. Therefore, no impact would occur.

c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code Section 12220(g)), timberland (as defined by Public Resources Code Section 4526), or timberland zoned Timberland Production (as defined by Government Code Section 51104(g))?

No Impact. Project development would not conflict with existing zoning for forestland, timberland, or timberland production. Forest land is defined as “land that can support 10.0 percent native tree cover of any species, including hardwoods, under natural conditions, and that allows for management one or more forest resources, including timber, aesthetics, fish and wildlife, biodiversity, water quality, recreation, and other public benefits” (Public Resources Code § 12223 [g]). Timberland is defined as “land...which is available for, and capable of, growing a crop of trees of any commercial species used to produce lumber and other forest products, including Christmas trees” (Public Resources Code § 4526). The project site is zoned R-3 (Multifamily). Therefore, no impact would occur.

d) Result in the loss of forest land or conversion of forest land to non-forest use?

No Impact. The project site is paved and contains ornamental trees. Project construction would not result in the loss or conversion of forest land. Therefore, no impact would occur.

e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?

No Impact. Maps from the Division of Land Resource Protection indicate that there is no important farmland or forest land on the project site or in the surrounding vicinity. Project development would not directly cause conversion of such land to nonagricultural or nonforest use. Therefore, no impact would occur.

3.3 AIR QUALITY

The Air Quality section addresses the impacts of the proposed project on ambient air quality and the exposure of people, especially sensitive individuals, to unhealthful pollutant concentrations. A background discussion on the air quality regulatory setting, meteorological conditions, existing ambient air quality in the vicinity of the project site, and air quality modeling can be found in Appendix B.

The primary air pollutants of concern for which ambient air quality standards (AAQS) have been established are ozone (O₃), carbon monoxide (CO), coarse inhalable particulate matter (PM₁₀), fine inhalable particulate matter (PM_{2.5}), sulfur dioxide (SO₂), nitrogen dioxide (NO₂), and lead (Pb). Areas are classified under the federal

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and California Clean Air Act as either in attainment or nonattainment for each criteria pollutant based on whether the AAQS have been achieved. The South Coast Air Basin (SoCAB), which is managed by the South Coast Air Quality Management District (South Coast AQMD), is designated nonattainment for O₃, and PM_{2.5} under the California and National AAQS, nonattainment for PM₁₀ under the California AAQS, and nonattainment for lead (Los Angeles County only) under the National AAQS (CARB 2017b).

Furthermore, the South Coast AQMD has identified regional thresholds of significance for criteria pollutant emissions and criteria air pollutant precursors, including volatile organic compounds (VOC), CO, NO_x, SO_x, PM₁₀, and PM_{2.5}. Development projects below the regional significance thresholds are not expected to generate sufficient criteria pollutant emissions to violate any air quality standard or contribute substantially to an existing or projected air quality violation. Where available, the significance criteria established by the South Coast AQMD may be relied upon to make the following determinations. Would the project:

Issues	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Conflict with or obstruct implementation of the applicable air quality plan?			X	
b) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard?		X		
c) Expose sensitive receptors to substantial pollutant concentrations?			X	
d) Result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?			X	

a) Conflict with or obstruct implementation of the applicable air quality plan?

Less Than Significant Impact. The South Coast AQMD adopted the 2016 Air Quality Management Plan (AQMP) on March 3, 2017. Regional growth projections are used by South Coast AQMD to forecast future emission levels in the SoCAB. For southern California, these regional growth projections are provided by the Southern California Association of Governments (SCAG) and are partially based on land use designations included in city/county general plans. Typically, only large, regionally significant projects have the potential to affect the regional growth projections. In addition, the consistency analysis is generally only required in connection with the adoption of General Plans, specific plans for large areas, and significant projects.

Changes in population, housing, or employment growth projections have the potential to affect SCAG's demographic projections and therefore the assumptions in South Coast AQMD's AQMP. The project would build 207 residential units. As discussed in Section 3.14, *Population and Housing*, the proposed project's population growth would be within SCAG's forecast growth projections for the city. Additionally, as demonstrated in Section 3.3(b), the regional emissions that would be generated by the operational phase of the proposed project would be less than the South Coast AQMD emissions thresholds and therefore South Coast AQMD would not

3. Environmental Analysis

consider the project a substantial source of air pollutant emissions that would have the potential to affect the attainment designations in the SoCAB. Therefore, the proposed project would not affect the regional emissions inventory or conflict with strategies in the AQMP. Impacts would be less than significant.

b) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard?

Less Than Significant Impact With Mitigation Incorporated. The following describes project-related impacts from regional short-term construction activities and regional long-term operation of the proposed project.

Regional Short-Term Construction Impacts

Construction activities would result in the generation of air pollutants. These emissions would primarily be 1) exhaust from off-road, diesel-powered construction equipment; 2) dust generated by construction activities; 3) exhaust from on-road vehicles; and 4) off-gassing of VOCs from paints and asphalt.

Construction activities for the residential development are anticipated to disturb 12.40 acres¹. The project would involve asphalt and building demolition as well as debris haul and reprocessing, grading and grading soil haul, utilities trenching, paving, building construction, and architectural coating. Construction is anticipated to start in October 2022 and finish in April 2024. Construction emissions were estimated using the California Emissions Estimator Model (CalEEMod), version 2016.3.2.25, and are based on the preliminary construction duration and equipment mix provided by the applicant. Construction emissions modeling is shown in Table 3, *Maximum Daily Regional Construction Emission*, and shows maximum daily emissions for NO_x, CO, SO₂, PM₁₀, and PM_{2.5} from construction-related activities would be less than their respective South Coast AQMD regional significance threshold values. However, construction-related VOC emissions generated from paints used in architectural coating of the new structures on the project site would exceed the South Coast AQMD regional significance threshold for VOCs.

Table 3 Maximum Daily Regional Construction Emissions

Construction Phase	Pollutants (lb/day) ^{1,2}					
	VOC	NO _x	CO	SO ₂	PM ₁₀	PM _{2.5}
Year 2022						
Asphalt and Building Demolition	2	23	15	<1	1	1
Asphalt and Building Demolition and Debris Haul	3	25	17	<1	2	1
Rough Grading 2022	4	39	30	<1	6	3
Rough Grading 2022 and Asphalt Demolition Debris On-Site Reprocessing	4	43	34	<1	6	3
Year 2023						
Rough Grading 2023	3	35	29	<1	5	3
Rough Grading 2023 and Soil Haul	4	41	30	<1	6	3
Utility Trenching	<1	2	3	<1	<1	<1

¹ The acreage disturbed used for construction modeling was based on preliminary construction data provided by the applicant. As the site is 12.3 acres, this analysis is conservative.

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Table 3 Maximum Daily Regional Construction Emissions

Construction Phase	Pollutants (lb/day) ^{1,2}					
	VOC	NO _x	CO	SO ₂	PM ₁₀	PM _{2.5}
Asphalt Paving	1	7	10	<1	<1	<1
Building Construction 2023	1	9	13	<1	1	1
Year 2024						
Building Construction 2024	1	9	13	<1	1	1
Building Construction 2024 and Architectural Coating	132	11	17	<1	2	1
Maximum Daily Construction Emissions						
Maximum Daily Emissions	132	43	34	<1	6	3
South Coast AQMD Regional Construction Threshold	75	100	550	150	150	55
Significant?	Yes	No	No	No	No	No

Source: CalEEMod Version 2016.3.2.25.

¹ Based on the preliminary information provided by the applicant. Where specific information regarding project-related construction activities was not available, construction assumptions were based on CalEEMod defaults, which are based on construction surveys conducted by South Coast AQMD of construction equipment.² Includes implementation of fugitive dust control measures required by South Coast AQMD under Rule 403, including watering disturbed areas a minimum of two times per day, reducing speed limit to 15 miles per hour on unpaved surfaces, replacing ground cover quickly, and street sweeping with Rule 1186-compliant sweepers.

However, as shown in Table 4, *Maximum Daily Regional Construction Emissions with Mitigation Incorporated*, implementation of Mitigation Measure AQ-1 would reduce construction-related emissions to below the significance thresholds by requiring use of zero-VOC-content paints for buildings' interior coating. Therefore, air quality impacts from project-related construction activities would be less than significant with incorporation of mitigation.

Mitigation Measures

Construction

- AQ-1 The construction contractor(s) shall only use interior paints with a VOC (volatile organic compound) content of zero grams per liter (g/L) to reduce VOC emissions. All building and site plans shall note use of interior paints with a VOC content of 0 g/L. Prior to construction, the construction contractor(s) shall ensure that all construction plans submitted to the City's Building and Safety Department clearly show the requirement for use of interior paint with a VOC content of 0 g/L for the specified buildings.

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Table 4 Maximum Daily Regional Construction Emissions with Mitigation Incorporated

Construction Phase	Pollutants (lb/day) ^{1,2}					
	VOC	NO _x	CO	SO ₂	PM ₁₀	PM _{2.5}
Year 2022						
Asphalt and Building Demolition	2	23	15	<1	1	1
Asphalt and Building Demolition and Debris Haul	3	25	17	<1	2	1
Rough Grading 2022	4	39	30	<1	6	3
Rough Grading 2022 and Asphalt Demolition Debris On-Site Reprocessing	4	43	34	<1	6	3
Year 2023						
Rough Grading 2023	3	35	29	<1	5	3
Rough Grading 2023 and Soil Haul	4	41	30	<1	6	3
Utility Trenching	<1	2	3	<1	<1	<1
Asphalt Paving	1	7	10	<1	<1	<1
Building Construction 2023	1	9	13	<1	1	1
Year 2024						
Building Construction 2024	1	9	13	<1	1	1
Building Construction 2024 and Architectural Coating ³	34	11	17	<1	2	1
Maximum Daily Construction Emissions						
Maximum Daily Emissions	34	43	34	<1	6	3
South Coast AQMD Regional Construction Threshold	75	100	550	150	150	55
Significant?	No	No	No	No	No	No

Source: CalEEMod Version 2016.3.2.25.

¹ Based on the preliminary information provided by the Applicant. Where specific information regarding project-related construction activities was not available, construction assumptions were based on CalEEMod defaults, which are based on construction surveys conducted by South Coast AQMD of construction equipment.

² Includes implementation of fugitive dust control measures required by South Coast AQMD under Rule 403, including watering disturbed areas a minimum of two times per day, reducing speed limit to 15 miles per hour on unpaved surfaces, replacing ground cover quickly, and street sweeping with Rule 1186-compliant sweepers.

³ Includes implementation of Mitigation Measure AQ-1, which would require use of paints with zero VOC content for interior coatings.

Long-Term Operation-Related Air Quality Impact

Typical long-term air pollutant emissions are generated by area sources (e.g., landscape fuel use, aerosols, architectural coatings, and asphalt pavement), energy use (natural gas), and mobile sources (i.e., on-road vehicles). The proposed project would result in the development of 207 residential units on the project site. The proposed buildings would, at minimum, be designed and built to meet the 2019 Building Energy Efficiency Standards and the 2019 California Green Building Standards Code (CALGreen). As shown in Table 5, *Maximum Daily Regional Operation Emissions*, it is anticipated that operation of the proposed project would result in overall minimal emissions and would not exceed the South Coast AQMD regional operation-phase significance thresholds. It should be noted that emissions modeling is conservative because it assumes that there are no active land uses at the project site. An optional approach would be to assume the former weekend swap meets at the site as baseline (existing conditions), which would result in reduced “net” emissions for the proposed project. Impacts to the regional air quality associated with operation of the project would be less than significant.

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Table 5 Maximum Daily Regional Operation Emissions

Source	Maximum Daily Emissions (lbs/day)					
	VOC	NO _x	CO	SO ₂	PM ₁₀	PM _{2.5}
Maximum Daily Emissions						
Area	10	<1	17	<1	<1	<1
Energy	<1	1	1	<1	<1	<1
Mobile	3	3	34	<1	9	3
Total	13	4	52	<1	9	3
South Coast AQMD Regional Threshold	55	55	550	150	150	55
Exceeds Threshold?	No	No	No	No	No	No

Source: CalEEMod Version 2016.3.2.25.

Notes: lbs = pounds

Highest winter or summer emissions are reported.

c) Expose sensitive receptors to substantial pollutant concentrations?

Less Than Significant Impact. The proposed project could expose sensitive receptors to elevated pollutant concentrations if it causes or significantly contributes to elevated pollutant concentration levels. Unlike regional emissions, localized emissions are typically evaluated in terms of air concentration rather than mass so they can be more readily correlated to potential health effects.

Construction LSTs

Localized significance thresholds (LSTs) are based on the California AAQS, which are the most stringent AAQS to provide a margin of safety in the protection of public health and welfare. They are designated to protect sensitive receptors most susceptible to further respiratory distress, such as asthmatics, the elderly, very young children, people already weakened by other disease or illness, and people engaged in strenuous work or exercise. The screening-level construction LSTs are based on the size of the project site, distance to the nearest sensitive receptor, and source receptor area (SRA). The nearest off-site sensitive receptors are the residences along Marybeth Avenue bordering the project site to the north.

Air pollutant emissions generated by construction activities would cause temporary increases in air pollutant concentrations. Table 6, *Localized Construction Emissions*, shows that the maximum daily construction emissions (pounds per day) for NO_x, CO, PM₁₀, and PM_{2.5} would be less than their respective South Coast AQMD screening-level LSTs. Therefore, air quality impacts from project-related construction activities would be less than significant.

3. Environmental Analysis

Table 6 Localized Construction Emissions

Construction Activity	Pollutants(lbs/day) ¹			
	NO _x	CO	PM ₁₀ ²	PM _{2.5} ²
South Coast AQMD ≤1.00 Acre LST	83	673	5.00	4.00
Asphalt and Building Demolition	22	14	1.07	1.00
Utility Trenching	2	3	0.10	0.10
Asphalt Paving	7	9	0.34	0.32
Building Construction 2023	7	10	0.38	0.36
Building Construction 2024	7	10	0.33	0.31
Building Construction 2024 and Architectural Coating	9	13	0.45	0.43
Exceeds LST?	No	No	No	No
South Coast AQMD 1.50-Acre LSTs	102	852	6.00	4.50
Asphalt and Building Demolition and Debris Haul	24	16	1.76	1.17
Exceeds LST?	No	No	No	No
South Coast AQMD 2.50 Acre LST	126	805	18.07	5.94
Grading and Grading Soil Haul	21	15	3.75	2.31
Exceeds LST?	No	No	No	No
South Coast AQMD 4.50-Acre LSTs	173	1,683	12.83	8.33
Rough Grading 2022	39	29	5.34	3.04
Rough Grading 2022 and Asphalt Demolition Debris On-Site Reprocessing	42	33	5.52	3.22
Rough Grading 2023	35	28	5.13	2.85
Rough Grading 2023 and Soil Haul	35	28	5.16	2.85
Exceeds LST?	No	No	No	No

Source: CalEEMod Version 2016.3.2.25. South Coast AQMD 2008, 2011.

Notes: In accordance with South Coast AQMD methodology, only on-site stationary sources and mobile equipment are included in the analysis. Screening level LSTs are based on a distance of 82 ft to the receptor in SRA 11.

¹ Where specific information for project-related construction activities or processes was not available, modeling was based on CalEEMod defaults. These defaults are based on construction surveys conducted by the South Coast AQMD.

² Includes fugitive dust control measures required by South Coast AQMD under Rule 403, such as watering disturbed areas a minimum of two times per day, reducing speed limit to 15 miles per hour on unpaved surfaces, replacing ground cover quickly, and street sweeping with Rule 1186-compliant sweepers.

Construction Health Risk

Emissions from construction equipment primarily consist of diesel particulate matter. In 2015, the Office of Environmental Health Hazards Assessment adopted guidance for preparation of health risk assessments that included the development of a cancer risk factor and noncancer chronic reference exposure level for diesel particulate matter over a 30-year time frame (OEHHA 2015). Currently, South Coast AQMD does not require the evaluation of long-term excess cancer risk or chronic health impacts for a short-term project. The proposed project is anticipated to be completed in approximately 19 months, which would limit the exposure of on-site and off-site receptors. Furthermore, construction activities would not generate on-site exhaust emissions that would exceed the screening-level construction LSTs. Thus, construction emissions would not pose a health risk to on- and off-site receptors, and project-related construction health impacts would be less than significant.

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Operation LSTs

Operation of the proposed project would not generate substantial emissions from on-site stationary sources. Land uses that have the potential to generate substantial stationary sources of emissions include industrial land uses, such as chemical processing and warehousing operations with truck idling on-site, that would require a permit from South Coast AQMD. The proposed project does not fall within these categories of uses. While operation of the new buildings would use standard on-site mechanical equipment such as heating, ventilation, and air conditioning, air pollutant emissions would be nominal. Localized air quality impacts related to operation-related emissions would be less than significant.

Carbon Monoxide Hotspots

Vehicle congestion has the potential to create pockets of CO called hotspots. Hotspots are typically produced at intersections, where traffic congestion is highest because vehicles are backed up and idle for longer periods and are subject to reduced speeds. These pockets could exceed the state one-hour standard of 20 parts per million or the eight-hour standard of 9.0 parts per million. Because CO is produced in the greatest quantities from vehicle combustion and does not readily disperse into the atmosphere, adherence to AAQS is typically demonstrated through an analysis of localized CO concentrations.

The SoCAB has been designated attainment under both the national and California AAQS for CO. Under existing and future vehicle emission rates, a project would have to increase traffic volumes at a single intersection by more than 44,000 vehicles per hour—or 24,000 vehicles per hour where vertical and/or horizontal mixing is substantially limited—in order to generate a significant CO impact (BAAQMD 2017). The project-related 189 PM peak hour vehicle trips would be minimal compared to the AAQS screening levels. The project would not substantially increase CO hotspots at intersections, and impacts would be less than significant.

d) Result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?

Less Than Significant Impact. The proposed project would not result in objectionable odors. The threshold for odor is if a project creates an odor nuisance pursuant to South Coast AQMD Rule 402, Nuisance, which states:

A person shall not discharge from any source whatsoever such quantities of air contaminants or other material which cause injury, detriment, nuisance, or annoyance to any considerable number of persons or to the public, or which endanger the comfort, repose, health or safety of any such persons or the public, or which cause, or have a natural tendency to cause, injury or damage to business or property. The provisions of this rule shall not apply to odors emanating from agricultural operations necessary for the growing of crops or the raising of fowl or animals.

The type of facilities that are considered to have objectionable odors include wastewater treatments plants, compost facilities, landfills, solid waste transfer stations, fiberglass manufacturing facilities, paint/coating operations (e.g., auto body shops), dairy farms, petroleum refineries, asphalt batch plants, chemical manufacturing, and food manufacturing facilities. The proposed project involves construction of a residential development and would not fall within the objectionable odors land uses. Emissions from construction

3. Environmental Analysis

equipment, such as diesel exhaust and VOCs from architectural coatings and paving may generate odors. However, these odors would be low in concentration, temporary, and would not affect a substantial number of people. Odor impacts would be less than significant.

3.4 BIOLOGICAL RESOURCES

Would the project:

Issues	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?				X
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?				X
c) Have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?				X
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?			X	
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?				X
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?				X

a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?

No Impact. The project site, the former Starlite Drive-in Theater, is paved and contains ornamental trees. Prior to COVID-19, the project site was used as a swap meet on weekends. The project site and surroundings are situated in an urban, built-up area. The City's General Plan Resources Element states that there are no rare or endangered species of plants, fish, or wildlife because the City is built out. When the site operated as a swap meet, there were frequent disturbances on-site. Therefore, the site does not have native habitat and no habitat suitable for sensitive species on-site. No impact would occur either directly or through habitat modification.

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- b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?**

No Impact. Sensitive natural communities are considered rare in the region by regulatory agencies, are known to provide habitat for sensitive animal or plant species, or are known to be important wildlife corridors. Riparian habitats occur along the banks of rivers and streams. No sensitive natural community or riparian habitat is present on-site, and no impact would occur (Wetlands Mapper 2020).

- c) Have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?**

No Impact. The site is fully paved, and there are no wetlands on-site (Wetlands Mapper 2020). Therefore, the proposed project would not have an adverse effect on wetlands, and no impact would occur.

- d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?**

Less Than Significant Impact. Corridors refer to established migration routes commonly used by resident and migratory species for passage from one geographic location to another. Movement corridors may provide favorable locations for wildlife to travel between different habitat areas, such as foraging sites, breeding sites, cover areas, and preferred summer and winter ranges. They may also function as dispersal corridors allowing animals to move between various locations within their range.

Although the project site is in an urbanized and built-up environment, the trees on-site could be used for nesting by birds protected under the Migratory Bird Treaty Act (MBTA) (US Code Title 16, Sections 703 to 712) and California Fish and Game Code (Sections 3503 et seq.).

Compliance with the MBTA requires:

- Avoiding grading activities during the nesting season, February 15 to August 15.
- Or, if grading activities are to be undertaken during the nesting season, a site survey for nesting birds by a qualified biologist before commencement of grading activities. If nesting birds are found, the applicant would consult with the USFWS regarding means to avoid or minimize impacts to nesting birds.

Impacts would be less than significant with compliance with the MBTA.

- e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?**

No Impact. The City of South El Monte does not have an ordinance protecting biological resources on private property. Therefore, no impact would occur.

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f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?

No Impact. The project site is not within a natural community conservation plan or habitat conservation plan area (CDFW 2019). The project site does not contain sensitive biological resources, and there are no local policies protecting biological resources applicable to the site. No impact would occur.

3.5 CULTURAL RESOURCES

The analysis in this section is based in part on the following technical study:

- *Cultural and Paleontological Resources Assessment for the Starlite Residential Project*, Cogstone, May 2021 (Appendix C-a)
- *Mitigation Measures for the Cultural and Paleontological Resources Assessment for the Starlite Residential Project*, Cogstone, July 9, 2021 (Appendix C-b)

Would the project:

Issues	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Cause a substantial adverse change in the significance of a historical resource pursuant to § 15064.5?		X		
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to § 15064.5?		X		
c) Disturb any human remains, including those interred outside of dedicated cemeteries?			X	

a) Cause a substantial adverse change in the significance of a historical resource pursuant to § 15064.5?

Less Than Significant Impact with Mitigation Incorporated. Section 15064.5 defines historic resources as resources listed or determined to be eligible for listing by the State Historical Resources Commission, a local register of historical resources, or the lead agency. Generally, a resource is considered “historically significant” if it meets one of the following criteria:

- 1) Is associated with events that have made a significant contribution to the broad patterns of California’s history and cultural heritage.
- 2) Is associated with the lives of persons important in our past.
- 3) Embodies the distinctive characteristics of a type, period, region or method of construction, or represents the work of an important creative individual, or possesses high artistic values.
- 4) Has yielded, or may be likely to yield, information important in prehistory or history.

3. Environmental Analysis

A records search of the California Historic Resources Information System (CHRIS) indicated that 17 previous studies have been completed within a half-mile of the project site. There are no previous studies for the project site (Cogstone 2021, Appendix C-a). The records search also determined there are no previously recorded resources within the project site boundaries. One historic resource, an overhead electrical transmission line, is within a half-mile of the project site.

Due to the demolition of the original projection screen in 1997 and the recent demolition of additional features (e.g., the snack shop and projection booth), the drive-in as a whole has lost a substantial degree of integrity of materials, workmanship, design, and feeling. Therefore, as a whole, the Starlite Drive-in Theater is not recommended to be eligible for listing in the California Register of Historical Resources (CRHR) under Criterion 1 due to a substantial loss of integrity. However, the Starlite Drive-in Theater sign retains much of its integrity and association with its historic period of significance. The existing condition of the Starlite sign is shown in Figure 12, *Existing Starlite Drive-in Sign*. The Starlite Drive-in Theater sign meets the standards for listing in the CRHR and is recommended eligible for individual listing under Criterion 1 for its association with drive-in theater history in America. Additionally, the Starlite Drive-in Theater sign retains much of its integrity and is a fine example of Streamline Modern / Googie style, which was prevalent at the time of its conception. It is also a presentation of the artistic esthetic of 1950s America and the surviving work of J. Arthur Drielsma, the drive-in's architect. Thus, the Starlite Drive-in Theater sign is also recommended individually eligible for listing in the CRHR under Criterion 3. Mitigation Measures CUL-1, CUL-2, and CUL-3 would ensure impacts to the sign are reduced to a less than significant level.

Additionally, the demolished maintenance building in the southeast corner of the site did not meet eligibility for listing under the CRHR because this property had lost a substantial degree of its original feeling and setting due to the addition of commercial buildings, the construction of the drive-in's wood fence, and the demolition of nearby ancillary and residential buildings. Therefore, impacts would be less than significant.

Mitigation Measures

The following mitigation measures outline the requirements to mitigate the potentially significant impacts to the Starlite Drive-In Theatre sign. Preliminary plans to restore the sign in accordance with these requirements are shown in Figure 13, *Starlite Drive-In Sign Restoration Plan*.

- CUL-1 Prior to any rehabilitation, restoration, or relocation, a thorough documentation of the sign, similar to a HABS/HAER report, will be completed. This report will document the sign's materials, design, character defining features, measurements, and condition of materials. This report will be used to track changes of the sign and provide a guide for future repair work. Copies will be submitted to one local and one state repository. Restoration, movement, and other handling of the Starlite Drive-In sign will be documented as an update to the Department of Parks and Recreation (DPR) record for the sign by the qualified architectural historian if restored, or similarly qualified personnel of the recipient organization if donated, and filed at the South Central Coastal Information Center and at a local library or historical society.

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CUL-2 The project proponent shall preserve, restore, or rehabilitate the Starlite Drive-In sign, including all historic components, in accordance with the Secretary of the Interior standards based on guidance in NPS Technical Brief 25, The Preservation of Historic Signs <https://www.nps.gov/tps/how-to-preserve/briefs/25-signs.htm> . To this end, the proponent shall retain a qualified architectural historian to develop a treatment plan for the work detailing a general timeline, changes to be made to the sign, which tasks are anticipated to be completed off-site (e.g. welding, soldering, glasswork), and to oversee the work. Following approval of the HABS/HAER similar documentation, the qualified architectural historian will ensure that the materials are placed on file with the City of South El Monte and responsible agencies, historical societies and preservation groups, local university and community libraries, and other appropriate national and local repositories and archives, as identified by the City of South El Monte. The qualified architectural historian will prepare a brief report detailing the restoration process to show compliance with standards in NPS Bulletin 25.

CUL-3 The Starlite Drive-In sign may be moved a short distance, so long as it remains within the property boundaries of the drive-in and remains highly visible from Rosemead Boulevard. Alternatively, the sign may be donated to a local historical society for eventual restoration and display. In either case the sign shall be moved by a construction company experienced in handling historic building and structures. The move shall be supervised by the qualified architectural historian, in case of restoration, or recipient organization, in case of donation.

This mitigation measure pertains to movement of the sign from its current location to an eventual new final location. Temporary removal of portions of the sign for repair, refurbishment, or replication is anticipated to be necessary, and will be covered in the treatment plan.

b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to § 15064.5?

Less Than Significant Impact With Mitigation Incorporated. A pedestrian survey was conducted due to the heavily developed nature of the site. No archaeological resources were observed on-site (Cogstone 2021). Though the pedestrian survey and cultural resources search did not identify prehistoric archaeological resources within or near the project site, the open pit on-site during the recent demolition showed that intact native young alluvium sediments are present at approximately two to three feet below the modern ground surface. Coupled with the positive Sacred Land Files search result for the site, the project site is assessed to have moderate sensitivity for buried prehistoric archaeological resources. Analysis of the cultural record search, pedestrian survey, historical USDA aerial photographs, and USGS topographic quadrangle maps indicate that the Project Area has a low sensitivity for significant buried historical archaeological features such as foundations or trash pits. With the implementation of Mitigation Measures CUL-4 and CUL-5, impacts would be reduced to less than significant.

Figure 12 - Existing Starlite Drive-In Sign

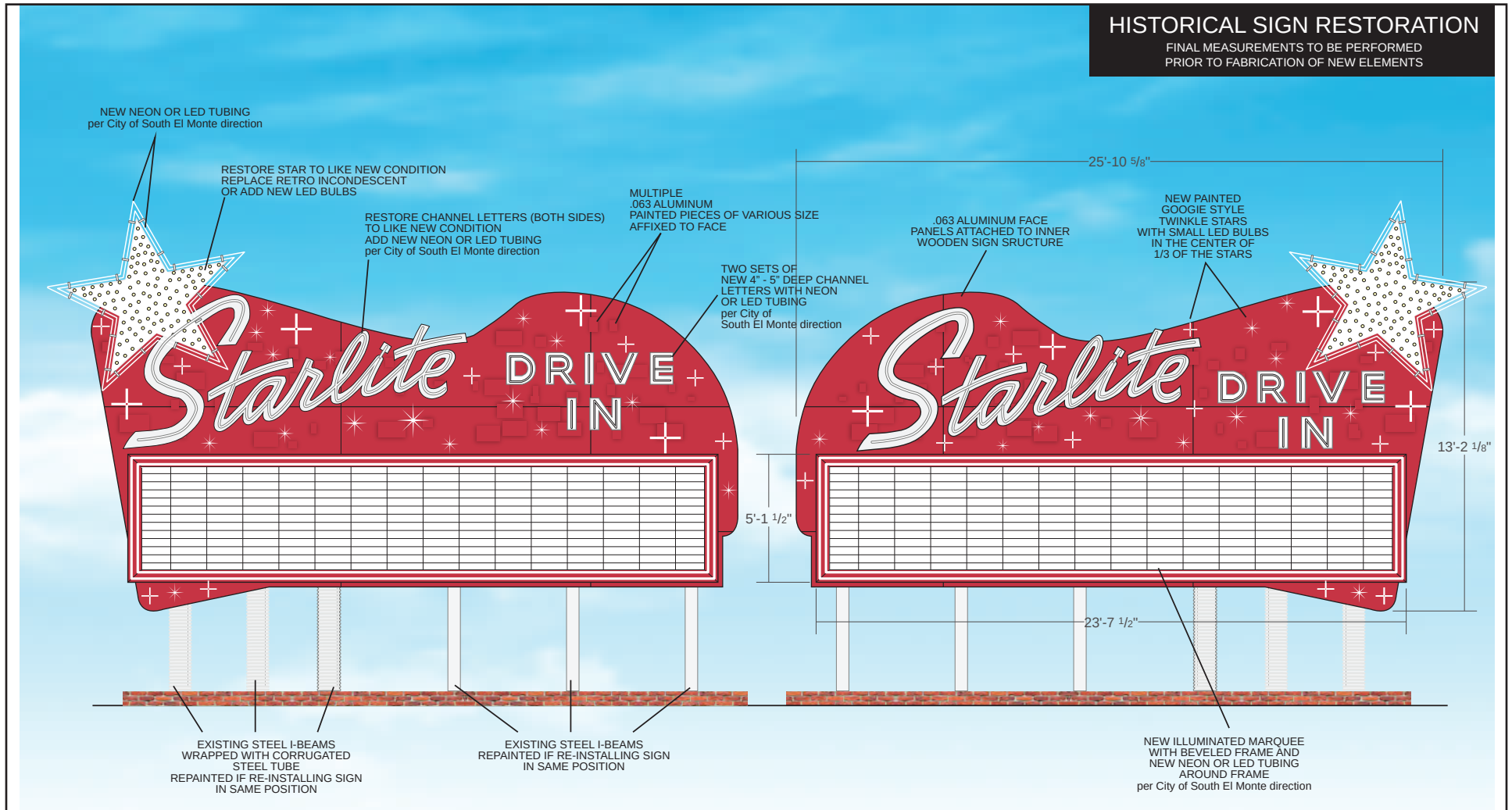


Source: KB Home, photo taken September 9, 2021

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Figure 13 - Starlite Drive-In Sign Restoration Plan



Note: Sign Operation to be determined per the City of South El Monte.

Source: Temeka, 2021

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3. Environmental Analysis

Mitigation Measures

- CUL-4 Prior to the beginning of ground disturbances, the project proponent shall retain an archaeologist meeting Secretary of the Interior Standards (SOI) to oversee spotcheck cultural resources monitoring of all excavations two feet and deeper within the project area. Spotchecks should occur weekly on average, and no less often than once every seven days that ground disturbance occurs. If a cultural object is uncovered the qualified monitor shall be empowered to temporarily redirect work away from the find while it is evaluated. Work can continue a minimum of 50 feet away from the find. For finds that are not significant, work may resume immediately after the find is documented and removed. If a find is significant, a mitigation plan must be developed, and mitigation completed, prior to work continuing within the 50-foot cordon.
- CUL-5 Prior to the beginning of ground disturbances, the qualified monitor will give a short Worker Environmental Awareness Program training presentation prepared by the SOI qualified supervising archaeologist to all construction staff. This presentation will inform construction personnel what cultural resources may be uncovered during the ground-disturbing phases of the project and what to do in case of a find.

c) Disturb any human remains, including those interred outside of dedicated cemeteries?

Less Than Significant Impact. The project site would require demolition, ground clearing, excavation, grading, and other construction activities. California Health and Safety Code, Section 7050.5; CEQA Section 15064.5; and Public Resources Code, Section 5097.98, mandates the process to be followed in the event of an accidental discovery of any human remains in a location other than a dedicated cemetery. Health and Safety Code Section 7050.5 requires that if human remains are discovered on a project site, disturbance of the site shall remain halted until the coroner has conducted an investigation into the circumstances, manner, and cause of any death, and the recommendations concerning the treatment and disposition of the human remains have been made to the person responsible for the excavation or to his or her authorized representative, in the manner provided in Section 5097.98 of the Public Resources Code. If the coroner determines that the remains are not subject to his or her authority and has reason to believe they are Native American, he or she shall contact, by telephone within 24 hours, the Native American Heritage Commission. In the unlikely event that soil-disturbing activities result in the discovery of human remains, compliance with existing law would ensure that the proposed project would not have significant impacts on human remains.

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3.6 ENERGY

Would the project:

Issues	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?			X	
b) Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?			X	

a) Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?

Less Than Significant Impact.

Construction

During construction, the proposed project would consume energy in two general forms: (1) the fuel energy consumed by construction vehicles and equipment; and (2) bound energy in construction materials, such as asphalt, steel, concrete, pipes, and manufactured or processed materials such as lumber and glass.

Construction of the proposed project would require the use of construction equipment for grading, hauling, and building activities. Electricity use during construction would vary during different phases of construction—the majority of construction equipment during demolition and grading would be gas or diesel powered, and the later construction phases would require electricity-powered equipment, such as interior construction and architectural coatings. Construction also includes the vehicles of construction workers traveling to and from the project site and haul trucks for the export of materials from site clearing.

The surrounding area and project site are already served with electricity by Southern California Edison (SCE) and natural gas infrastructure provided by the Southern California Gas Company. Adequate infrastructure capacity in the vicinity of the site would be available to accommodate the electricity and natural gas demand for construction activities and would not require additional or expanded infrastructure.

The construction contractors would minimize idling of construction equipment, as required by state law, and reduce construction waste by recycling. These required practices would limit wasteful and unnecessary electrical energy consumption. Furthermore, there are no unusual project characteristics that would necessitate the use of construction equipment that is less energy efficient than at comparable construction sites in other parts of the state. Therefore, the proposed short-term construction activities would not result in inefficient, wasteful, or unnecessary fuel consumption.

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Transportation

Transportation energy use depends on the type and number of trips, vehicle miles traveled, fuel efficiency of vehicles, and travel mode. Transportation energy use during construction would come from the transport and use of construction equipment, delivery vehicles and haul trucks, and construction employee vehicles that would use diesel fuel and/or gasoline. The use of energy resources by these vehicles would fluctuate according to the phase of construction and would be temporary. The majority of construction equipment during demolition and grading would be gas or diesel powered, and the later construction phases would require electricity-powered equipment. Impacts related to transportation energy use during construction would be temporary and would not require expanded energy supplies or the construction of new infrastructure. Impacts would not be significant.

Operation

Operational use of energy would include heating, cooling, and ventilation of buildings; water heating; operation of electrical systems, security, and control center functions; use of on-site equipment and appliances; and indoor, outdoor, perimeter, and parking lot lighting. Additionally, the proposed project would operate as residential uses and would not result in an excessive consumption of energy compared to other residential uses. The Specific Plan includes sustainability guidelines, which include energy-efficiency recommendations such as using passive sustainable design strategies, including daylighting; natural sources of heating and cooling; operable windows; and encouraging coordination with SCE to identify opportunities to optimize energy infrastructure.

Electricity

In 2019, the latest year for which data are available, SCE provided over 84,654 gigawatt-hours of electricity to its customers (SCE 2019). The proposed project is expected to generate a demand of 1,577,002 kilowatt-hours per year (see Section 3.19, *Utilities and Service Systems*). Prior to final building plan submittal, the project applicant would provide project plans to SCE to prepare a Method-of-Service Study to determine the exact location of electrical connections at the site and establish estimated electricity demand. Additionally, because the proposed project would be subject to the more stringent 2019 Title 24 Standards, the project's electricity demand would not be a substantial increase. Therefore, impacts are less than significant.

Natural Gas

The proposed project would construct new structures on the project site that would result in an increase in gas demands. The use of natural gas would be limited to building heating, water heaters, and gas stoves/ovens and would create a demand of 4,954,623 kilo-British thermal unit per year (see Section 3.19, *Utilities and Service Systems*). Therefore, impacts are less than significant.

Renewable Energy

Project development would not interfere with achievement of the 60.0 percent Renewable Portfolio Standard in SB 100 for 2030 or the 100 percent standard for 2045. These goals apply to SCE and other electricity retailers. As electricity retailers reach these goals, emissions from end-user electricity use will decrease from current emission estimates.

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Vehicle Miles Traveled and Fuel Consumption

Transportation energy use depends on the type and number of trips, vehicle miles traveled (VMT), fuel efficiency of vehicles, and travel mode. Transportation energy used during operation of the site would come from resident and visitor vehicles that would typically use diesel fuel and/or gasoline, although some vehicles may be electric cars or hybrids. The use of energy resources by these vehicles would be temporary and would fluctuate throughout the lifespan of the project. The Traffic Impact Assessment (see Appendix D-a) shows that the proposed project would generate 1,874 daily trips and a VMT per capita of 12.67 (approximately 2,620 VMT per day). When compared to the City VMT baseline value of 15.75 home-based VMT per capita and the 15.0 percent below baseline significant value of 13.39, impacts would be less than significant because the proposed project would not generate substantial daily trips.

b) Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?

Less Than Significant Impact. The City of South El Monte is in SCAG's 2020–2045 Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS), a long-range plan that balances future mobility and housing needs with economic, environmental, and public health goals.

The RTP/SCS sets forth a development pattern for the region, which, when integrated with the transportation network and other transportation measures and policies, would reduce GHG emissions from transportation (excluding goods movement). The RTP/SCS is meant to provide individual jurisdictions with growth strategies that, when taken together, achieve the regional GHG emissions reduction targets. Specifically, the SCS distributes growth forecast data to transportation analysis zones for the purpose of modeling performance. The City of South El Monte has an Energy Action Plan that identifies the City's long-term vision and commitment to achieve energy efficiency in the community and in government operations (SGVEWP 2012). Additionally, development on the site would be subject to 2019 Title 24, Part 6 Standards, which set standards to improve energy efficiency of newly constructed buildings. Additionally, all contractors and waste haulers are required to comply with the Countywide Integrated Waste Management Plan and divert a minimum of 50.0 percent of waste project materials from disposal. Therefore, the proposed project would not conflict with or obstruct a state or local plan for renewable energy or energy efficiency. Impacts would be less than significant.

3.7 GEOLOGY AND SOILS

The analysis in this section is based in part on the following technical studies:

- *Geotechnical Investigation*, RMA GeoScience, September 1, 2020 (Appendix E)
- *Cultural and Paleontological Resources Assessment for the Starlite Residential Project*, Cogstone, May 2021 (Appendix C)

3. Environmental Analysis

Would the project:

Issues	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:				
i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map, issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.			X	
ii) Strong seismic ground shaking?			X	
iii) Seismic-related ground failure, including liquefaction?		X		
iv) Landslides?			X	
b) Result in substantial soil erosion or the loss of topsoil?			X	
c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?			X	
d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial direct or indirect risks to life or property?			X	
e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?				X
f) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?		X		

a) Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:

i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning map, issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.

Less Than Significant Impact. According to the Geotechnical Report, the project site is not within an Alquist-Priolo Earthquake Fault Zone, and there are no known active faults on or immediately adjacent to the project site (RMA 2020; Appendix E). Therefore, impacts would be less than significant.

ii) Strong seismic ground shaking?

Less Than Significant Impact. As with the rest of southern California, the project site is near faults that could cause moderate to intense ground shaking during the lifetime of the proposed project. The closest

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zoned fault is the East Montebello fault zone, about 1.35 miles southwest of the site. The project site is at no greater risk for seismic activity than the surrounding development and infrastructure. All future development would be built to adhere to the most current California Building Code (CBC), which provides minimum standards to protect property and public welfare by regulating design and construction to mitigate the effects of seismic shaking and adverse soil conditions. Compliance with the standards of the most current CBC would reduce impacts from ground shaking to a less than significant level.

iii) Seismic-related ground failure, including liquefaction?

Less Than Significant Impact With Mitigation Incorporated. Liquefaction refers to loose, saturated sand or gravel deposits that lose their load supporting capability when subjected to intense shaking. The project site lies within a “Zone of Required Investigation for Liquefaction.” Static groundwater was encountered at a depth of approximately 53 feet below ground level. However, according to the California Division of Mines and Geology Seismic Hazard Zone Report for El Monte Quadrangle, the historical high groundwater table is approximately five feet below grade. The Geotechnical Report ran a model using the site lithology and the historical high groundwater table of five feet below grade and found that much of the site soils are liquefiable during an earthquake if groundwater was to rise to historical levels. Implementation of Mitigation Measure GEO-1 would reduce liquefaction impacts to a less than significant level.

The Geotechnical Report anticipates that total settlement (static and seismic) would be less than 3 inches, with differential settlement (static and seismic) of less than 1.5 inches in a 40-foot span. The Geotechnical Report states that over-excavation would occur; that these areas must be satisfactory for the support of fills; and that soils must be compacted to at least 90.0 percent relative compaction. Given the recommendations of the Geotechnical Report and the requirements of the California Building Code structural measures, total settlement would be less than significant.

Mitigation Measure

GEO-1	Once submitted, a qualified geotechnical professional shall review formal plans for site development and update/refine recommendations included in the Geotechnical Report, as appropriate. Additional site-specific data shall be used, if needed, to create an appropriate foundation design for all structures that mitigates the potential liquefaction conditions in accordance with the California Building Code and City of South El Monte building standards.
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iv) Landslides?

Less Than Significant Impact. According to the California Geological Survey Seismic Hazard Zones Map of the El Monte Quadrangle, the project site does not lie in a landslide hazard zone. Since the site is relatively flat, earthquake-induced landslides would not be a hazard to the proposed project. Therefore, impacts would be less than significant.

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b) Result in substantial soil erosion or the loss of topsoil?

Less Than Significant Impact. Erosion is a normal and inevitable geologic process where earthen materials are loosened, worn away, decomposed, or dissolved; removed from one place; and transported to another. Development under the proposed project would implement structural and nonstructural best management practices (BMPs) before and during construction to control surface runoff and erosion to retain sediment on the project site. Additionally, since this project involves clearing, grading, or excavation that causes soil disturbance of one or more acres, it is subject to the provisions of the National Pollutant Discharge Elimination System (NPDES) State General Permit. Furthermore, the proposed project would be required to prepare and comply with an approved Storm Water Pollution Prevention Plan (SWPPP) that provides a schedule for the implementation and maintenance of erosion control measures and a description of the erosion control practices, including appropriate design details and a time schedule. The SWPPP would consider the full range of erosion control BMPs, including any additional site-specific and seasonal conditions. The State General Permit also requires that those implementing SWPPPs meet prerequisite qualifications that would demonstrate the skills, knowledge, and experience necessary to implement such plans. NPDES requirements would significantly reduce the potential for substantial erosion of topsoil to occur in association with new development. Once the project is constructed, soil erosion would be controlled with improvements installed on the project site. Therefore, impacts would be less than significant.

c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction, or collapse?

Less Than Significant Impact With Mitigation Incorporated. As discussed in question 3.7.a(iv), the project site is not in a landslide hazard zone; impacts would be less than significant. Lateral spreading is a phenomenon where large blocks of intact, nonliquefied soil move downslope on a large liquefied substratum. The mass moves toward an unconfined area, such as a descending slope or stream-cut bluff, and has been known to move on slope gradients as little as one degree. The project site is relatively flat, and impacts would be less than significant. Moreover, subsidence of basins attributed to overdraft groundwater aquifers or overpumping of petroleum reserves has been reported in various parts of southern California. Because static groundwater was encountered at a depth of 53 feet, the probability of collapse, or subsidence is low.

Implementation of the CBC and other related construction standards apply seismic requirements and address certain grading activities. The CBC includes common engineering practices requiring special design and construction methods that reduce or eliminate potential impacts related to unstable soils. Compliance with CBC regulations and Mitigation Measure GEO-1 would ensure impacts are less than significant.

d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial direct or indirect risks to life or property?

Less Than Significant Impact. Expansive soils swell when they become wet and shrink when they dry out, and result in the potential for cracked building foundations. According to the Geotechnical Report, the soils at shallow depths are expected to have an expansion index in the very low range. Therefore, impacts would be less than significant.

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e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?

No Impact. Future development under the proposed project would not require the installation of septic tanks or alternative wastewater disposal system, but would utilize the local sewer system. Therefore, no impact would occur.

f) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?

Less Than Significant Impact With Mitigation Incorporated. According to the cultural resources report, no recorded paleontological localities producing vertebrate fossils were found within the project site or within a mile radius of the project site. However, the Natural History Museum of Los Angeles County records localities near the project site with the same or similar sedimentary deposits (Cogstone 2021; Appendix C-a). The closest locality the museum has recorded is approximately 5.5 miles west of the project site, which produced a fossil of an extinct horse. Based upon records of fossils found in similar sediments nearby, no paleontological monitoring is recommended for the mass excavations. Drilling or pile-driving activities, regardless of depth, have a low potential to produce fossils meeting the significance criteria because any fossils brought up by the auger during drilling would not have information about formation, depth, or context (Cogstone 2021). The only instance in which such fossils would meet significance criteria is if the fossil is a species new to the region. Regardless, Mitigation Measure GEO-2 and Mitigation Measure GEO-3 would be implemented to reduce potential impacts to unanticipated discoveries to less than significant.

Mitigation Measures

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|-------|---|
| GEO-2 | If unanticipated fossil discoveries are made, all work must halt within 50 feet until a qualified paleontologist can evaluate the find and determine the appropriate disposition of the resource. Work may resume immediately outside of the 50-foot radius. |
| GEO-3 | Prior to the beginning of ground disturbances, a qualified paleontologist shall provide a short Worker Environmental Awareness Program training presentation to all construction staff. This presenter may be the same specialist specified in MM CUL-4 if that presenter meets both the archaeologist (see MM CUL-3) and paleontologist qualification requirement. This presentation will inform construction personnel what paleontological resources may be uncovered during the ground-disturbing phases of the project and what to do in case of a find. |

3.8 GREENHOUSE GAS EMISSIONS

Scientists have concluded that human activities are contributing to global climate change by adding large amounts of heat-trapping gases, known as greenhouse gases (GHGs), into the atmosphere. The primary source of these GHG is fossil fuel use. The Intergovernmental Panel on Climate Change has identified four major GHGs—water vapor, carbon dioxide (CO₂), methane (CH₄), and ozone (O₃)—that are the likely cause of an increase in global average temperatures observed in the 20th and 21st centuries. Other GHGs identified by the

3. Environmental Analysis

Intergovernmental Panel that contribute to global warming to a lesser extent include nitrous oxide (N₂O), sulfur hexafluoride (SF₆), hydrofluorocarbons, perfluorocarbons, and chlorofluorocarbons.²

Information on manufacture of cement, steel, and other “life cycle” emissions that would occur as a result of the project are not applicable and are not included in the analysis.³ Black carbon emissions are not included in the GHG analysis because the California Air Resources Board (CARB) does not include this short-lived climate pollutant in the state’s Senate Bill 32 (SB 32) inventory but treats it separately.⁴ A background discussion on the GHG regulatory setting and GHG modeling is in Appendix B to this Initial Study.

Would the project:

Issues	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?			X	
b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?			X	

a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?

Less Than Significant Impact. Global climate change is not confined to a particular project area and is generally accepted as the consequence of global industrialization over the last 200 years. A typical project, even a very large one, does not generate enough GHG emissions on its own to influence global climate change significantly; hence, the issue of global climate change is, by definition, a cumulative environmental impact.

Project-related GHG emissions are shown in Table 7, *Project-Related GHG Emissions*. Implementation of the proposed project would result in 207 new residential units. The proposed project would generate 1,874 weekday

² Water vapor (H₂O) is the strongest GHG and the most variable in its phases (vapor, cloud droplets, ice crystals). However, water vapor is not considered a pollutant, but part of the feedback loop rather than a primary cause of change.

³ Life cycle emissions include indirect emissions associated with materials manufacture. However, these indirect emissions involve numerous parties, each of which is responsible for GHG emissions of their particular activity. The California Resources Agency, in adopting the CEQA Guidelines Amendments on GHG emissions found that lifecycle analyses was not warranted for project-specific CEQA analysis in most situations, for a variety of reasons, including lack of control over some sources, and the possibility of double-counting emissions (CNRA 2018). Because the amount of materials consumed during the operation or construction of the proposed project is not known, the origin of the raw materials purchased is not known, and manufacturing information for those raw materials are also not known, calculation of life cycle emissions would be speculative. A life-cycle analysis is not warranted (OPR 2008).

⁴ Particulate matter emissions, which include black carbon, are analyzed in Section 3.3, Air Quality. Black carbon emissions have sharply declined due to efforts to reduce on-road and off-road vehicle emissions, especially diesel particulate matter. The state's existing air quality policies will virtually eliminate black carbon emissions from on-road diesel engines within 10 years (CARB 2017a).

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vehicle trips, 1,922 Saturday vehicle trips, and 1,684 Sunday vehicle trips. Furthermore, operation of the proposed project would result in an increase in water demand, wastewater and solid waste generation, area sources (e.g., consumer cleaning products), and energy usage (i.e., natural gas and electricity). Annual average construction emissions were amortized over 30 years and included in the emissions inventory to account for one-time GHG emissions from the construction phase of the project. Overall, development and operation of the proposed project would not generate annual emissions that exceed the South Coast AQMD bright-line threshold equivalent to 3,000 metric tons of carbon dioxide (MTCO₂e) per year (South Coast AQMD 2010). Therefore, the proposed project's cumulative contribution to GHG emissions would be less than significant.

Table 7 Project-Related GHG Emissions

Source	GHG (MTCO ₂ e/Year)
Area	4
Energy	648
Mobile (Vehicle Trips)	1,319
Solid Waste	163
Water	57
Amortized Construction Emissions ¹	17
Total	2,207
South Coast AQMD Bright-Line Threshold	3,000 MTCO ₂ e/Yr
Exceeds Bright-Line Threshold?	No

Source: CalEEMod, Version 2016.3.2.25.
Notes: MTons = metric tons; MTCO₂e = equivalent to a metric ton of carbon dioxide
¹ Total construction emission are amortized over 30 years per South Coast AQMD methodology.

b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?

No Impact. Applicable plans adopted for the purpose of reducing GHG emissions include CARB's Scoping Plan and SCAG's RTP/SCS. A consistency analysis with these plans is presented below.

CARB Scoping Plan

On December 24, 2017, CARB adopted the Final 2017 Climate Change Scoping Plan Update (Scoping Plan) to address the 2030 interim target to achieve a 40.0 percent reduction below 1990 levels by 2030, established by SB 32 (CARB 2017c). The CARB Scoping Plan is applicable to state agencies and is not directly applicable to cities/counties and individual projects. Nonetheless, the Scoping Plan has been the primary tool used to develop performance-based and efficiency-based CEQA criteria and GHG reduction targets for climate action planning efforts.

Since adoption of the 2008 Scoping Plan, which was adopted to achieve the GHG reduction goals of Assembly Bill 32 (AB 32), state agencies have adopted programs identified in the plan, and the legislature has passed additional legislation to achieve the GHG reduction targets. Statewide strategies to reduce GHG emissions include the Low Carbon Fuel Standard, California Appliance Energy Efficiency regulations, California

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Renewable Energy Portfolio standard, changes in the Corporate Average Fuel Economy standards, and other early action measures as necessary to ensure the state is on target to achieve the GHG emissions reduction goals of AB 32 and SB 32. Also, new buildings are required to comply with the latest applicable Building Energy Efficiency Standards and CALGreen. Though measures in the Scoping Plan apply to state agencies and not the proposed project, the project's GHG emissions would be reduced by statewide compliance with measures that have been adopted since AB 32 and SB 32 were adopted. Therefore, the proposed project would not obstruct implementation of the CARB Scoping Plan, and impacts would be less than significant.

SCAG's Regional Transportation Plan/Sustainable Communities Strategy

SCAG adopted the 2020-2045 RTP/SCS (Connect SoCal) in September 2020. Connect SoCal identifies that land use strategies that focus on new housing and job growth in areas rich with destinations and mobility options are consistent with a land use development pattern that supports and complements the proposed transportation network. The overarching strategy in Connect SoCal is to plan for the southern California region to grow in more compact communities in transit priority areas and priority growth areas; provide neighborhoods with efficient and plentiful public transit; establish abundant and safe opportunities to walk, bike, and pursue other forms of active transportation; and preserve more of the region's remaining natural lands and farmlands (SCAG 2020). Connect SoCal's transportation projects help more efficiently distribute population, housing, and employment growth, and forecast development is generally consistent with regional-level general plan data to promote active transportation and reduce GHG emissions. The projected regional development, when integrated with the proposed regional transportation network in Connect SoCal, would reduce per-capita GHG emissions related to vehicular travel and achieve the GHG reduction per capita targets for the SCAG region.

The Connect SoCal Plan does not require that local general plans, specific plans, or zoning be consistent with the SCS, but provides incentives for consistency to governments and developers. The proposed project is a residential development project that would provide new single-family and multifamily housing on an infill site that is served by transit, which would contribute to reducing the VMT per capita between residential and service needs. Therefore, the proposed project would not interfere with SCAG's ability to implement the regional strategies outlined in Connect SoCal, and impacts would be less than significant.\

3.9 HAZARDS AND HAZARDOUS MATERIALS

The analysis in this section is based in part on the following technical study:

- *Phase I Environmental Site Assessment and Limited Subsurface Assessment*, Stantec, October 12, 2021 (Appendix F)

Historic and Current Site Conditions

As shown in Figure 3, *Aerial Photograph*, the project site is paved and vacant except for a structure at the northeast corner of the site. Prior to COVID-19, the site was used on weekends for swap meets. The project site was historically used as agricultural land dating back to 1928. By 1938 a dairy appeared to have been developed on the western portion of the site, and residences were developed on the eastern portion. By 1952 the western

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portion of the site was redeveloped with a drive-in theater, and by 1972 the eastern portion of the site was redeveloped with two commercial structures and two large parking lots. By 1989 two of the three residences at the site were demolished, and in 2002 the screen of the drive-in theater was removed. In March 2021, the convenience store, snack shop, maintenance building and asphalted areas associated with the drive-in theater were demolished (see Figure 14, *Approximate Area of Stained and Odorous Soils*).

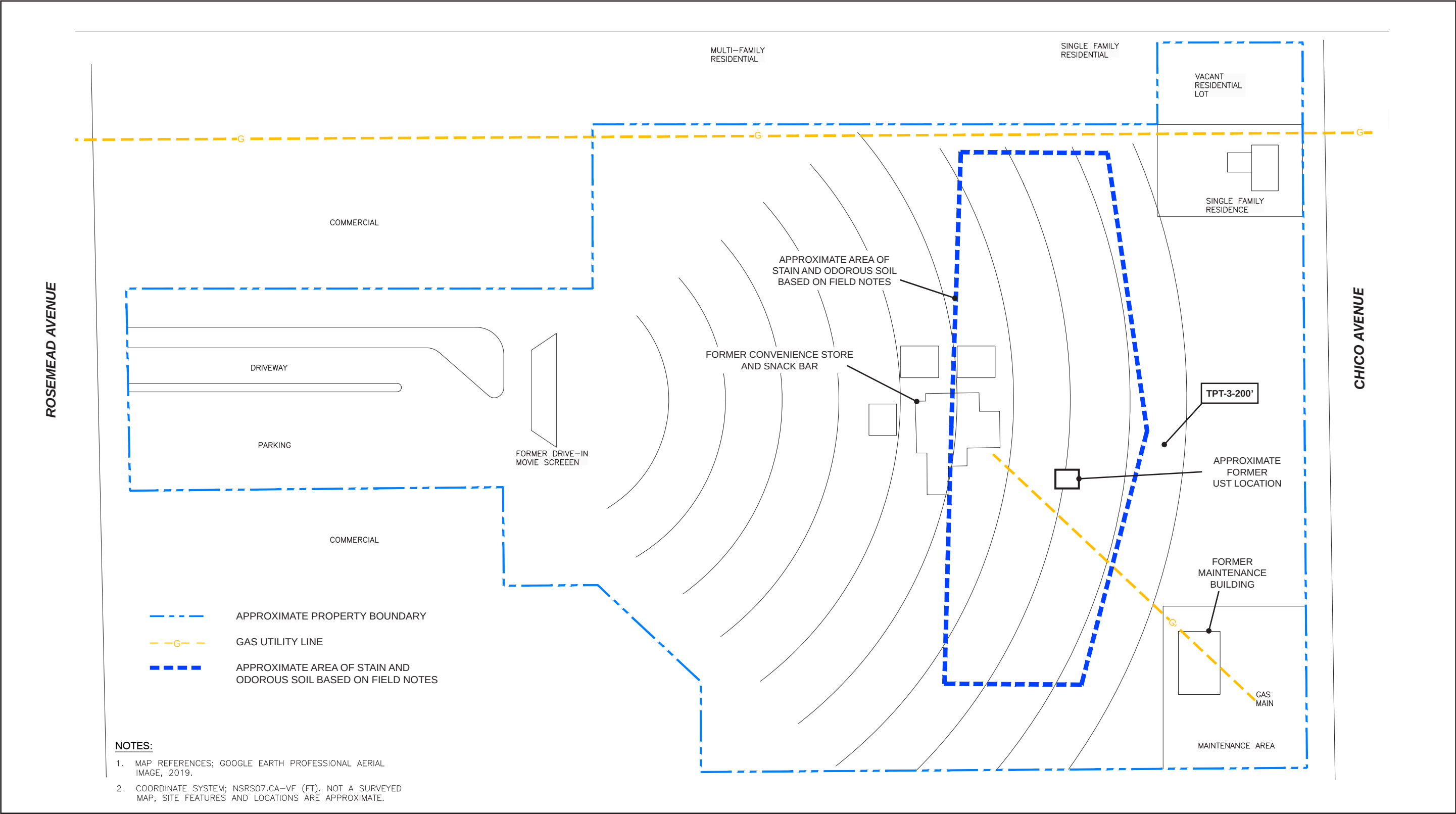
Methane Investigation

In August and September 2015, Hillmann Consulting conducted subsurface investigations, which included the installation of 15 soil vapor probes across the project site. Results of this subsurface assessment detected elevated concentrations of methane in the east-central portion of the site. Hillmann detected elevated concentrations of methane at several locations, with the maximum concentration detected at 620,000 parts per million by volume (ppmv). The source of the elevated methane was not determined during this assessment, and the concentrations of methane indicated a risk for accumulation under any proposed buildings.

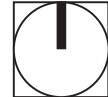
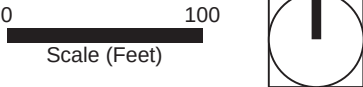
In June 2018 Fulcrum Resources Environmental (FRE) further investigated the presence of methane on the property. FRE reported concentrations of methane ranging from less than 10 to a peak level of 235,000 ppmv in the eastern portion of the site. The elevated concentration of methane detected in the subsurface appeared to be near a gas pipeline leading from the maintenance building to the snack shop (see Figure 14, *Approximate Area of Stained and Odorous Soils*). Following the June 2018 investigation, SoCalGas closed and locked out the gas pipeline valve at the maintenance building, terminating gas service to the snack shop.

Stantec completed a Phase I Environmental Site Assessment (ESA) and limited subsurface assessment between July 16 and 24, 2020, to further assess possible methane contamination on the project site. Upon confirmation that the SoCalGas service line was still closed and locked out since 2018, Stantec installed soil vapor probes at six locations near the gas pipeline. The methane concentrations in these probes ranged from 7,000 ppmv to 66,000 ppmv. The reported concentrations showed a decrease since detection by Hillmann in 2015 and FRE in 2018. However, the concentrations detected by Stantec were still a concern to site development for residential purposes. No methane concentrations were detected in the western, southeast, or northeast parts of the site. The area with elevated methane in the soil appeared to be limited to the east-central area, centered between the former snack bar, the former maintenance building, and the northeast corner of the property.

Figure 14 - Approximate Area of Stained and Odorous Soils



Source: Stantec, 2020



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At the completion of demolition activities in March 2021, Stantec installed soil vapor probes throughout the east-central area to evaluate the remaining methane concentrations at the site. Over the span of four months, between March and July 2021, methane concentrations decreased from a high of 55,000 ppmv to less than the reporting limit in all post-demolition soil vapor probes across the east-central area of the property. Methane concentrations experienced a decreasing trend after demolition of the asphalt cover and a three-inch-thick concrete layer two to three feet below ground surface (bgs). Based on the results of a combustible gas survey completed at the east-central area in July 2021 and the prior methane readings in the soil vapor probes in the remaining areas of the property, no further assessment regarding methane would be required.

Underground Storage Tank

On March 16, 2021, during the removal of the three-inch-thick concrete layer from the east-central area of the property an abandoned underground storage tank (UST) was discovered northeast of the natural gas line (see Figure 14, *Approximate Area of Stained and Odorous Soils*). Soil samples were collected at both ends of the UST and analyzed for total petroleum hydrocarbon (TPH) and volatile organic compounds (VOC). No TPHs were detected, and trace amounts of VOCs were reported. The reported VOCs were orders of magnitude below their corresponding residential screening limits (RSL). Given that the UST was completely empty, and the recent soil sample result collected directly below the tank indicated no release had occurred that exceeded current cleanup requirements, the City of South El Monte approved removal of the UST under the existing demolition permit on April 19, 2021. No additional investigation or assessment pertaining to the UST was required by the City of South El Monte.

Total Petroleum Hydrocarbons, Metals, and Volatile Organic Compounds in Soils

Hillman's subsurface investigation included 26 soil borings on the project site. No significant concentrations of petroleum hydrocarbons were detected in the soil matrix samples and, other than arsenic, concentrations of metals in soil appear to represent expected background levels. Although arsenic was detected at a concentration of 8.2 milligrams per kilogram (mg/kg), this is below the generally accepted statistically derived background for arsenic (12 mg/kg) accepted by the California Department of Toxic Substances Control (DTSC) for school sites. Therefore, metals and total petroleum hydrocarbons were not identified as contaminants of concern.

In July 2020, trenching and test pit activities were performed by Stantec in the east-central area of the property where the natural gas line was reported and where areas of visibly stained and odorous soil were present (see Figure 14, *Approximate Area of Stained and Odorous Soils*). Soil samples were analyzed for TPHs and VOCs. No detection of TPH as gasoline or VOCs were detected above the laboratory reporting limits, with the exception of one de minimus area with TPH as diesel and oil slightly above the environmental screening level for residential land use in soil sample TPT-3-200' (see Figure 14, *Approximate Area of Stained and Odorous Soils*).

Historical Agricultural Use

Soil samples on site were analyzed by Stantec for organochlorine pesticides (OCP) that could have been used when the site operated as agricultural land. OCPs were detected at minor concentrations that are below their respective RSLs. Additionally, all detected metal concentrations were within typical naturally occurring California background concentration ranges. Based on the composite soil samples results, historical agricultural

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use would not represent an environmental concern, and no further investigation is warranted related to this issue.

Groundwater Superfund Plume and Offsite Environmental Concerns

The project site lies within the San Gabriel Valley Regional Groundwater Superfund plume. The groundwater in this area is contaminated with elevated levels of tetrachloroethene (PCE), trichloroethene (TCE), carbon tetrachloride (CTC), and other VOCs from multiple point sources in the San Gabriel Valley. Because groundwater at the project site was reported at 53 feet bgs, Stantec analyzed soil vapor samples for VOCs. Minor concentrations of VOCs were detected, including TCE and PCE concentrations, below DTSC's RSL for soil vapor and with an attenuation factor of 0.001.

Additionally, Stantec assessed data presented in the environmental agency database search report to evaluate adjacent and nearby potential recognized environmental conditions (REC).⁵ Based on this evaluation, the most likely RECs near the proposed site are shown in Table 8, *Nearby Potential Recognized Environmental Conditions*. However, the VOC results from the on-site investigation showed that none of these sites have an impact on the proposed project.

Table 8 Nearby Potential Recognized Environmental Conditions

Facility Name	Distance/Direction from the Project Site	Potential Recognized Environmental Conditions
Bright-Way Laundry 2622 Chico Avenue El Monte, CA 91733	Approximately 265 feet/ northeast	The former dry cleaners at this site included a registered waste UST that is currently out of service. A prior release from this UST could represent an environmental concern if the land use on the project site were to change to residential. However, the low levels of detected VOC concentrations in soil vapor show that there are no impacts from this UST.
Eldon Drapery Cleaners 2461 Chico Avenue El Monte, CA 91733	Approximately 100 feet/ southeast	No releases have been reported for this facility. However, the dry cleaners could be an environmental concern due to the potential for unknown releases to have occurred that would present a potential vapor migration issue at the proposed site. The low levels of detected VOC concentrations in soil vapor at the project site show that there are no impacts from this facility.
Champ Corp. 2500 Rosemead Blvd El Monte, CA 91733	Approximately 315 feet/ west-southwest	This site is listed for a release of gasoline to soil. No information regarding remedial activities is provided. However, the Regional Water Quality Control Board (RWQCB) issued closure for this release on June 18, 1996. Although the impact appears to be to the soil only, no soil vapor data or samples have been collected along the property boundary. Given the low

⁵ A recognized environmental condition (an REC) is "the presence or likely presence of any hazardous substances or petroleum products in, on, or at a property: (1) due to any release to the environment; (2) under conditions indicative of a release to the environment; or (3) under conditions that pose a material threat of a future release to the environment."

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Table 8 Nearby Potential Recognized Environmental Conditions

Facility Name	Distance/Direction from the Project Site	Potential Recognized Environmental Conditions
		levels of detected VOC concentrations in soil vapor at the project site, there are no impacts from this facility.
General Enameling Co. 2463 Chico Ave	< 1/8 mile southeast and southwest	Each of the eight facilities listed have reported a release of chlorinated solvents that affected groundwater below their respective properties. Of the eight listings, four have received case closure from the RWQCB. Two of the listed facilities, M&T and Hooter Bros Enamelin are located adjacent to the southwest of the property. The remaining facilities are located further to the southwest and southeast but are at a density such that combined effects of these releases could present a vapor migration potential. Stantec initially identified this facility as an REC due to the potential for elevated soil vapor concentrations to exist beneath the project site. That issue no longer appears to be a concern, given the low levels of detected VOC concentrations in soil vapor at the property.
American General Bus 2430 Chico Avenue		
Raypack, Inc 2416 Chico Avenue		
Monterey Caskett Co. 2404 Chico Ave		
M&T 2500 Rosemead Blvd		
Hooter Bros Enamelin 2460 Rosemead Blvd		
Silver Streak Traile 2319 Chico Ave		
Hyde Engineering 2428 Rosemead Blvd		

Source: Stantec, 2021.

Would the project:

Issues	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?			X	
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?		X		
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?			X	

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Issues	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code § 65962.5 and, as a result, would it create a significant hazard to the public or the environment?				X
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or working in the project area?			X	
f) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?			X	
g) Expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires?			X	

a) Create a significant hazard to the public or the environment through the routine transport, use or disposal of hazardous materials?

Less Than Significant Impact. Project construction would require small amounts of hazardous materials, including fuels, greases and other lubricants, and coatings such as paint. The handling, use, transport, and disposal of hazardous materials during the construction phase of the project would comply with existing regulations of several agencies—the EPA, the Orange County Environmental Health Division, Occupational Safety and Health Administration, California Division of Occupational Safety and Health, and the US Department of Transportation.

Based on the age of the existing structure onsite, it is possible that asbestos-containing materials and lead-based paint are present in the building's materials.. Project-related demolition activities that have the potential to expose construction workers and/or the public to asbestos or lead would be conducted in accordance with applicable regulations, which would ensure impacts would be less than significant, including, but not limited to:

- South Coast Air Quality Management District's Rule 1403
- California Health and Safety Code (Section 39650 et seq.)
- California Code of Regulations (Title 8, Section 1529)
- California Occupational Safety and Health Administration Regulations (California Code of Regulations, Title 8, Section 1529 [Asbestos] and Section 1532.1 [Lead])
- Code of Federal Regulations (Title 40, Part 61 [asbestos], Title 40, Part 763 [asbestos], and Title 29, Part 1926 [asbestos and lead])

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Compliance with these regulations would mitigate the potential of hazardous materials that may be present in the existing structure.

The proposed project would operate as residential uses. Project maintenance may require the use of cleaners, solvents, paints, and other custodial products that are potentially hazardous. These materials would be used in relatively small quantities, clearly labeled, and stored in compliance with state and federal requirements. Moreover, the residents living in the proposed project may also use such products. With the exercise of normal safety practices, the proposed project would not create substantial hazards to the public or the environment and impacts would be less than significant.

b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?

Less Than Significant Impact With Mitigation Incorporated. During demolition activities in March 2021, an abandoned UST was discovered northeast of the natural gas line. Even though no additional investigation or assessment was required by the City of South El Monte, there is a possibility to encounter another UST on-site during the construction phase, which could create an accidental release of hazardous material that would create a hazard to construction workers and the environment. However, with the implementation of mitigation measure HAZ-1, impacts would be reduced to a less than significant.

Additionally, visibly stained and odorous soil is present on site as shown in Figure 14, *Approximate Area of Stained and Odorous Soils*. TPH as diesel and oil were detected above the environmental screening level for residential land use in one sample collected from this area. Potential impacts to construction workers and the environment could occur as a result of excavation and handling of these on-site soils. Additionally, future residents could be impacted by soils containing residual levels of TPH that are not properly identified, monitored, and managed. However, with the implementation of Mitigation Measure HAZ-1, impacts would be reduced to a less than significant level.

The project site also lies within the San Gabriel Valley Regional Groundwater Superfund plume and could be contaminated with VOCs from past use of the land. Although soil vapor samples from the project site showed minor concentrations of VOCs, elevated soil vapor concentrations could still impact residential units on the site; Mitigation Measure HAZ-2 would reduce impacts to less than significant.

Furthermore, strict adherence to all emergency response plan requirements by the Los Angeles County Fire Department would be required throughout the duration of the project. In the event of a hazardous materials spill of greater amount or toxicity than on-site personnel could safely contain and clean up, assistance would be requested from the LACFD hazmat team.

Therefore, compliance with applicable laws and regulations and mitigation measures HAZ-1 and HAZ 2 would ensure that impacts would be less than significant.

Mitigation Measures

HAZ-1 Prior to the issuance of a grading permit, the project applicant shall retain a qualified environmental consultant to prepare a Soil Management Plan (SMP). The SMP shall be

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distributed to all grading contractors and must be kept on site during grading activities. The SMP shall include the following:

- Procedures and protocols should another underground storage tank (UST) be encountered during grading. Requirements detailed in the SMP shall be in accordance with the requirements of the Los Angeles County Public Works' UST Program.
- Procedures and protocols for onsite management of soils to ensure that soils containing residual levels of Total Petroleum Hydrocarbons (TPH) are properly identified, monitored, and managed on-site. Requirements shall include the following:
 - A certified hazardous waste hauler shall remove all subsurface materials identified in the Phase I Environmental Assessment Report as being contaminated with TPH above the Environmental Screening Levels (ESLs) for residential land. In addition, sampling of soil shall be conducted during excavation to ensure that all TPH impacted soils are removed, and that ESLs for residential uses are not exceeded. Excavation confirmation samples should be collected from the bottom and sidewalls of each excavation at a frequency of one sample every 25 feet. Confirmation soil samples should be collected into laboratory supplied clean, glass jars directly from the bottom and sidewall or from the excavator bucket. Samples should be sealed, labeled, and placed on ice for transportation under proper chain-of-custody to a California state-certified laboratory for analysis of TPH by USEPA Methods 8015M. Excavated materials shall be transported per California Hazardous Waste Regulations to a landfill permitted by the State to accept hazardous materials.
 - The SMP shall include a Health and Safety Plan (HSP) that addresses potential safety and health hazards and includes the requirements and procedures for employee protection; each contractor shall be required to have their own HSP tailored to their particular trade that addresses the general project safety requirements. The HSP shall also outline proper soil handling procedures and health and safety requirements to minimize worker and public exposure to hazardous materials during construction.
 - The SMP shall be prepared and executed in accordance with South Coast Air Quality Management District (SCAQMD) Rule 1166, Volatile Organic Compound (VOCs) Emissions from Decontamination of Soil. The SMP shall require the timely testing and sampling of soils so that contaminated soils can be separated from inert soils for proper disposal. The SMP shall specify the testing parameters and sampling frequency. Anticipated testing includes screening excavated soils for VOS. During excavation, Rule 1166 requires that soils identified as contaminated shall be sprayed with water or another approved vapor suppressant or covered with sheeting during periods of inactivity of greater than an hour, to prevent contaminated soils from becoming airborne. Under Rule 1166, contaminated soils shall be transported from the project site by a licensed transporter and disposed of at a licensed storage/treatment facility to prevent contaminated soils from becoming airborne or otherwise released into the environment.

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- All SMP measures shall be printed and distributed to all grading contractors and must be kept on site during grading activities prior to beginning any grading activities.
- HAZ-2 Because on-site soils could be contaminated with residual VOCs from past use of the land, installation of a passive soil vapor barrier shall be required. Prior to the issuance of a building permit, the project applicant shall retain a qualified environmental consultant to design a passive vapor barrier that further mitigates vapor intrusion risk from residual VOC impacts at the site. The vapor barrier design shall be distributed to all construction contractors and must be kept on site during construction activities. The passive vapor barrier design shall include the following:
- A multi-layer composite membrane that extends continuously beneath the floor slab of each building and is sealed against all utilities and other penetrations.
 - The associated ventilation system beneath the foundation of each building.
 - The passive ventilation system which shall include perforated collection vents embedded in a layer of sand beneath the multi-layer composite membrane. The collection vents shall connect to non-perforated vent riser that extent outlets at the roof of the building.
 - For each soil boring, soil and soil gas samples shall be collected at depths of 5 and 10 feet below ground surface (bgs).
 - A land use covenant e recorded on title to the site to prohibit any disturbance of the vapor barriers.
- Upon completion of Mitigation Measure HAZ-2 and prior to the issuance of a Permit to Occupy, the City shall require a report with a no further action determination be submitted from a qualified environmental consultant. This can be determined in the following way:
- Upon completion of Mitigation Measure HAZ-2, a Remedial Action Completion Report (RACR) by a qualified environmental engineer is prepared documenting that all of the remedial measures in Mitigation Measure HAZ-2 have been successfully completed.

c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?

Less Than Significant Impact With Mitigation Incorporated. The proposed project is within a quarter mile of Potrero Elementary School. Operation of the proposed project would not result in the release of hazardous emissions. No significant hazardous materials, substances, or wastes would be transported, used, or disposed of in conjunction with the proposed project's operation. The on-site use of hazardous materials at the project site would be restricted to cleaning solvents and paints used by facilities maintenance staff and cleaning solvents used by residents of the proposed project. The materials used by facilities maintenance staff would be used in small quantities and stored in compliance with state and federal requirements.

However, potential VOC hazards associated with the project site could impact students and staff at the Potrero Elementary School. Mitigation measure HAZ-2 would address residual VOCs on the site and outline how risks would be managed during site redevelopment if VOCs exceed relevant screening levels. Therefore, with the implementation of these mitigation measures, impacts would be less than significant.

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- d) **Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?**

No Impact. A regulatory database record search was conducted as part of the Phase I Environmental Assessment report prepared for the proposed project (see Appendix F) in accordance with Government code Section 65962.5. The project site was not listed on any of the regulatory databases searched. Therefore, No impact would occur and no mitigation measures are necessary.

- e) **For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or working in the project area?**

No Impact. The San Gabriel Valley Airport (formerly known as the El Monte Airport) in the City of El Monte is approximately 2 miles northeast of the project site. The El Monte Airport Master Plan Report shows the airport's 60 CNEL noise contour does not extend to the project site. Additionally, Figure 15, *San Gabriel Valley Airport Safety Zones*, shows that the City of South El Monte is not within the San Gabriel Airport safety hazard zones. Workers or people residing in the project area would not be exposed to excessive airport noise or safety hazards. Therefore, no impact would occur.

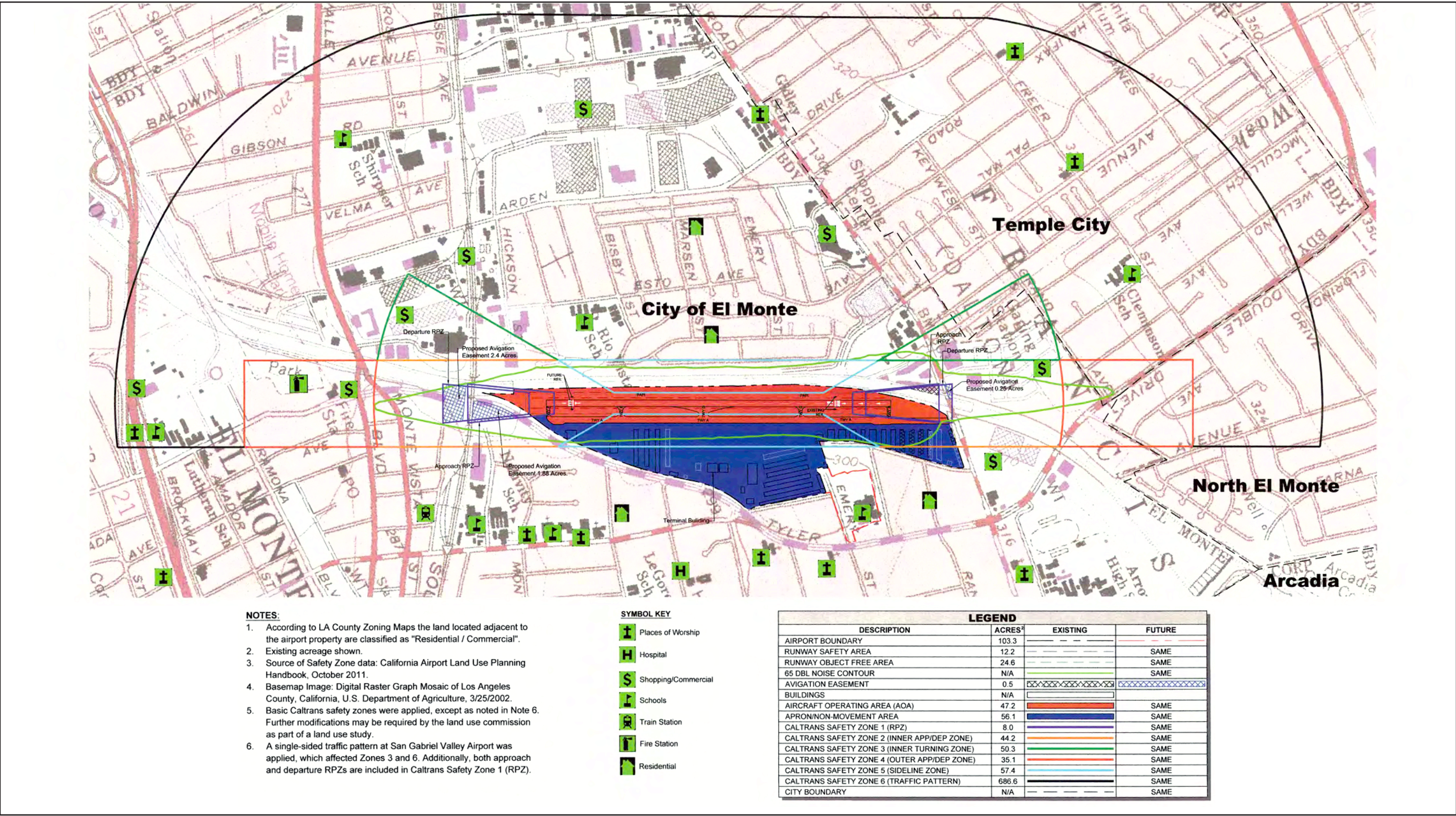
- f) **Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?**

Less Than Significant Impact. The proposed project would not conflict with adopted emergency response or evacuation plans. The surrounding roadways would continue to provide access to the project site and surrounding properties during construction and post-construction. The existing driveway at Rosemead Boulevard would not be altered, and a new driveway would be constructed on Chico Street that would be designed to meet standards and specifications to allow ambulance and fire vehicle access. The County of Los Angeles Fire Department reviewed the project plans and recommended clearance with the incorporation of conditions of approval which pertain to access and water system requirements (see Appendix I). Additionally, the project applicant would include a knox box onsite for emergency access. With the incorporation of the Fire Department's conditions of approval and project features, the proposed project would not result in inadequate emergency access, and impacts to adopted emergency response and evacuation plans are less than significant.

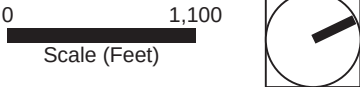
- g) **Expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires?**

Less Than Significant Impact. According to the California Department of Forestry and Fire Protection's Fire and Resource Assessment Program (CAL FIRE FRAP), the project area is not in a Very High Fire Hazard Severity Zone (FHSZ) (CAL FIRE 2021). The site is in a built-out portion of the city. Therefore, impacts of exposing project occupants to pollutant concentrations from or exacerbating a wildfire would be less than significant.

Figure 15 - San Gabriel Valley Airport Safety Zones



Source: AECOM, 2016



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3.10 HYDROLOGY AND WATER QUALITY

The analysis in this section is based partly on the following technical study:

- *Preliminary Hydrology and LID Report*, Forma, March 1, 2021 (Appendix G)

Would the project:

Issues	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?			X	
b) Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?			X	
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:			X	
i) result in a substantial erosion or siltation on- or off-site;			X	
ii) substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or offsite;			X	
iii) create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff; or			X	
iv) impede or redirect flood flows?			X	
d) In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?			X	
e) Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?				X

- a) **Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?**

Less Than Significant Impact. The project site is in the Rio Hondo Watershed, a 142-square-mile subwatershed of the Los Angeles River watershed (CDFW 2021). The upper reaches of the watershed start at the steep terrain of the San Gabriel Mountains, much of which lies within the Angeles National Forest. This natural undeveloped landscape changes below the foothills, and the nature of the watershed is transformed to an urban and largely built-out landscape. This built area includes only a few remaining areas of open space and isolated patches of natural habitat (Arroyo Seco Foundation 2021).

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Water quality in South El Monte is regulated by the Los Angeles Regional Water Quality Control Board (RWQCB) and its water quality control plan (Basin Plan), which contains water quality standards and identifies beneficial uses (wildlife habitat, agricultural supply, fishing, etc.) for receiving waters along with water quality criteria and standards necessary to support these uses consistent with federal and state water quality laws.

Impacts to water quality of receiving waters generally range over three different phases of a development project:

- During the earthwork and construction phase, when the potential for erosion, siltation, and sedimentation would be the greatest.
- Following construction and before the establishment of ground cover, when the erosion potential may remain relatively high.
- Following project completion, when impacts related to sedimentation would decrease markedly, but those associated with urban runoff would increase.

Following is a discussion of the potential water quality impacts resulting from urban runoff that would be generated during the construction and operational phases of the proposed project.

Project Construction

Construction-related runoff pollutants are typically generated from waste and hazardous materials handling or storage areas, outdoor work areas, material storage areas, and general maintenance areas (e.g., vehicle or equipment fueling and maintenance, including washing). The proposed project's construction phase may cause deterioration in the quality of downstream receiving waters if construction-related sediments or pollutants wash into the existing storm drain system and facilities in the area.

Construction-related activities that are primarily responsible for sediment releases are related to exposing previously stabilized soils to potential mobilization by rainfall/runoff and wind. Such activities include removing vegetation from the site, grading the site, and trenching for infrastructure improvements. Environmental factors that affect erosion include topographic, soil, and rainfall characteristics. Non-sediment-related pollutants that are also of concern during construction relate to non-stormwater flows and generally include construction materials (e.g., paint and stucco); chemicals, liquid products, and petroleum products used in building construction or the maintenance of heavy equipment; and concrete and related cutting or curing residues. Construction-related activities of the proposed project would generate pollutants that could adversely affect the water quality of downstream receiving waters if appropriate and effective stormwater and non-stormwater management measures are not used to keep pollutants out of and remove pollutants from urban runoff.

Construction projects of one acre or more are regulated under the Statewide Construction General Permit (CGP), Order No. 2012-0006-DWQ, issued by the State Water Resources Control Board in 2012. Projects obtain coverage by developing and implementing a Stormwater Pollution Prevention Plan (SWPPP), estimating sediment risk from construction activities to receiving waters, and specifying BMPs that would be used by the

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project to minimize pollution of stormwater. Categories of BMPs used in SWPPPs are described in Table 9, *Construction Best Management Practices*.

Table 9 Construction Best Management Practices

Category	Purpose	Examples
Erosion Controls	Protects the soil surface and prevents soil particles from being detached by rainfall, flowing water, or wind.	Scheduling, preserving existing conditions, mulch, soil binders, geotextiles, mats, hydroseeding, earth dikes, swales, velocity dissipating devices, slope drains, streambank stabilization, compost blankets, soil preparation/roughening, and non-vegetative stabilization.
Sediment Controls	Traps soil particles after they have been detached and moved by rain, flowing water, or wind.	Barriers such as silt fences, straw bales, sandbags, fiber rolls, and gravel bag berms; sediment basins; sediment traps; check dams; storm drain inlet protection; compost socks and berms; biofilter bags; manufactured linear sediment controls; and cleaning measures such as street sweeping and vacuuming
Wind Erosion Controls	Minimizes dust nuisances.	Applying water or other dust palliatives to prevent or minimize dust nuisance, reducing soil-moving activities during high winds, and installing erosion control BMPs for temporary wind control.
Tracking Controls	Prevents or reduces the tracking of soil offsite by vehicles	Stabilized construction roadways and construction entrances/exits and entrance/outlet tire wash.
Non-Storm Water Management Controls	Prevents pollution by limiting or reducing potential pollutants at their source or eliminating off-site discharge. Prohibits illicit connections or discharges.	Water conservation practices, BMPs specifying methods for: dewatering operations; temporary stream crossings; clear water diversions; pile driving operations; temporary batch plants; demolition adjacent to water; materials over water; potable water and irrigation; paving and grinding operations; cleaning, fueling, and maintenance of vehicles and equipment; concrete curing; concrete finishing.
Waste Management and Controls (i.e., good housekeeping practices)	Management of materials and wastes to avoid contamination of stormwater.	Proper material delivery and storage and material use, spill prevention and control, stockpile management, contaminated soil management, and management of solid, concrete, sanitary/septic, liquid, and hazardous wastes.

Source: CASQA 2019.

The proposed project's construction contractor would be required to prepare and implement an SWPPP and associated BMPs in compliance with the CGP during grading and construction. The SWPPP would specify BMPs, such as those outlined in Table 9, that the construction contractor would implement to protect water quality by eliminating and/or minimizing stormwater pollution prior to and during grading and construction. The SWPPP would also show the placement of those BMPs.

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Adherence to the BMPs in the SWPPP would reduce, prevent, minimize, and/or treat pollutants and prevent degradation of downstream receiving waters. BMPs identified in the SWPPP would reduce or avoid contamination of stormwater with sediment and other pollutants such as trash and debris; oil, grease, fuels, and other toxic chemicals; paint, concrete, asphalt, bituminous⁶ materials, etc.; and nutrients.

Based on the preceding, water quality and waste-discharge impacts from project grading and construction activities would be less than significant, and no mitigation measures are necessary.

Project Operation

Operational-related activities of the proposed project (e.g., runoff from parking areas, solid waste storage areas, and landscaped areas) would generate pollutants that could adversely affect the water quality of downstream receiving waters if effective measures are not used to keep pollutants out of urban runoff.

Standards governing discharges to stormwater from project operation are in the Municipal Stormwater (MS4) Permit for Los Angeles County under the jurisdiction of the Los Angeles RWQCB, Order No. R4-2012-0175 as amended by WQ 2015-0075. The MS4 was adopted on November 8, 2012, and is in the process of renewal. The County of Los Angeles also issued a Low Impact Development (LID) Standards Manual on developing water quality management plans for projects and selecting BMPs for a project. Additionally, Chapter 8.44 of the municipal code, Stormwater Management and Discharge Control, includes requirements to reduce pollutants in stormwater discharges, regulate illicit connections and illicit discharges, decrease the level of contamination of stormwater and urban runoff in the municipal stormwater system, and control nonstormwater discharges to the municipal stormwater system.

LID is a stormwater management and land development strategy that combines a hydrologically functional site design with pollution prevention measures to compensate for land development impacts on hydrology and water quality. LID techniques mimic the site predevelopment hydrology by using site design techniques that store, infiltrate, evapotranspire, biofilter, or detain runoff close to its source. Source control BMPs reduce the potential for pollutants to enter runoff and are classified in two categories—structural and nonstructural. Structural source control BMPs have a physical or structural component, such as inlet trash racks, trash bin covers, and an efficient irrigation system, to prevent pollutants from contacting stormwater runoff. Nonstructural source control BMPs are procedures or practices used in project operation, such as stormwater training or trash management and litter control practices.

According to the Los Angeles County LID Manual, the proposed project is a designated priority project defined as a development of a new project equal to one acre or greater of disturbed area and adding more than 10,000 square feet of impervious area. Priority projects must meet the requirements of municipal code Chapter 8.44 through the preparation and submittal of a standard urban stormwater mitigation plan, which shall include the applicable LID requirements in the MS4 permit. Priority projects are required to retain 100 percent of the

⁶ Bituminous means resembling or containing bitumen. Bitumen is any of various viscous or solid impure mixtures of hydrocarbons that occur naturally in asphalt, tar, mineral waxes, and so forth and are used as a road surfacing and roofing material.

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stormwater quality design volume⁷ on-site through infiltration, evapotranspiration, stormwater runoff harvest and use, or a combination of these (LARWQCB 2012).

The proposed project would comply with requirements in the MS4 Permit, the Los Angeles County LID Manual, and the municipal code. Per the City's requirements for priority projects, the project applicant prepared a Preliminary Hydrology and LID Report for City review (Appendix G). The report specifies BMPs that would be implemented to minimize water pollution from the project site during the operational phase. A detailed discussion of how the BMPs were selected is provided in the report and summarized in this section. The final BMPs to be implemented for the proposed project would be determined through the City's review of the Final Hydrology and LID Report.

Proposed drainage subareas A and B are shown in Figure 16, *Developed Condition Hydrology Map*. Proposed subarea B would be parceled off and remain with the current landowner. Proposed subarea A is to be developed into the residential condominiums, with a central LID BMP. Overflow from the proposed BMP would be directed to county storm drain Project No. 7750, Line A. The water quality design volume (SWQD_v) and flow rate (Q_{pm}) resulting from the 85th percentile rain event are summarized in Table 10, *Low Impact Development, Stormwater Quality Design Volume and Flow Rates*.

Table 10 Low Impact Development, Stormwater Quality Design Volume and Flow Rates

Subarea	SWQD _v (ft ³)	Q _{pm} (ft ³ /s)	Outfall Location
A	27,807	1.56	Project No. 7750, Line A

Source: Forma, Hydrology and LID Report, March 1, 2021.

According to the Los Angeles County LID Manual, infiltration BMPs are considered a first option for a project site when screening potentially feasible LID BMPs. Infiltration BMPs collect stormwater runoff and divert it into permeable soils beneath the site. This effectively reduces pollution, runoff, and flooding and recharges groundwater. Therefore, the Preliminary Hydrology and LID Report proposed a drywell designed using an estimated infiltration rate since initial soil investigations did not include infiltration testing on-site. Runoff would be temporarily detained upstream of the drywell in a proprietary chamber system that serves as a settling basin for silt and debris. The chamber system would pretreat the water before it entered the drywell. The locations of the proposed chamber system and dry well are shown on Figure 16, *Developed Condition Hydrology Map*.⁸ The chamber system is in open areas of the site, which would allow the detention volume to be adjusted once infiltration testing has occurred and required detention volume is adjusted based on infiltration. For the drywell, Table 11, *Low Impact Development Dry Well BMP Design Summary*, shows the BMP area and volume required to treat the SWQD_v on-site. The table also includes the BMP area and volume provided. As shown, the proposed drywell is adequately sized.

⁷ The design storm, from which the stormwater quality design volume is calculated, is defined as the greater of:

- The 0.75-inch, 24-hour rain event.
- The 85th percentile, 24-hour rain event.

⁸ The chamber system is referred to as a detention system on Figure 16.

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Table 11 Low Impact Development Dry Well BMP Design Summary

Subarea	BMP	BMP Area Required (ft ²)	BMP Area Provided (ft ²)	BMP Area Provided (ft ³)	BMP Area Provided (ft ³)
A	Drywell	3,476	3,572	27,807	28,067

Source: Forma, Hydrology and LID Report, March 1, 2021 (Appendix G).

If infiltration is determined to be infeasible during final engineering, a biofiltration system is proposed. The chamber system described above would detain and treat runoff during a rain event. Any runoff in excess of the system's capacity would be pumped into a modular wetland unit. The wetland would remove pollutants from the runoff, and clean water would be discharged to the Los Angeles County Storm Drain Project No. 7750, Line A. The modular wetland unit and association sump pump are sized to satisfy the County of Los Angeles LID guidelines, as shown in the Preliminary Hydrology and LID Report (see Appendix G).

Furthermore, the proposed project is exempt from hydromodification requirements since the site was previously developed in an urbanized area and does not increase the effective impervious area of the site as compared to the pre-project conditions. Furthermore, the proposed project discharges into a Los Angeles County Flood Control storm drain and satisfies the allowable discharge flow rates provided by the County.

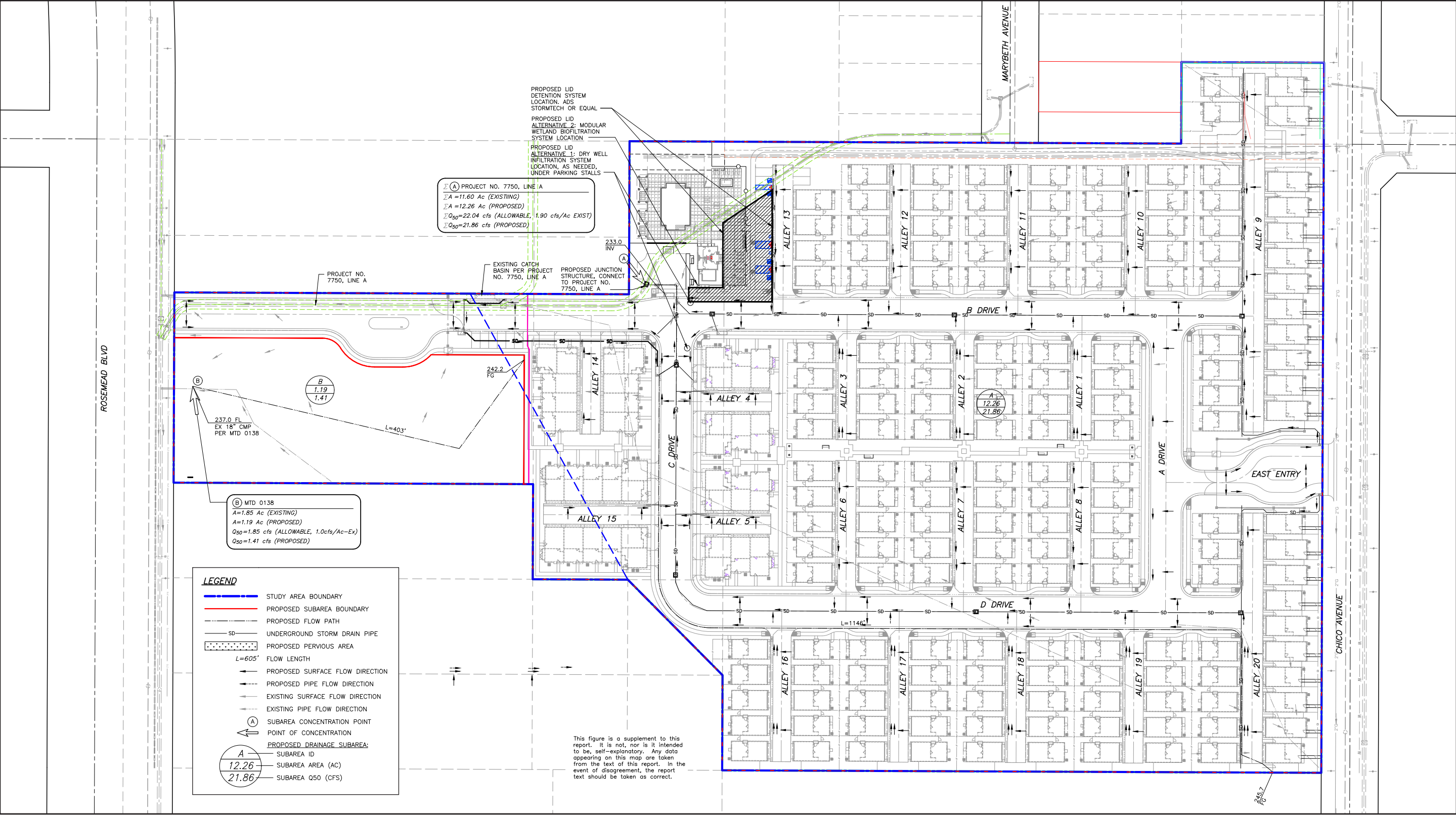
The information provided in the Preliminary Hydrology and LID Report provides sufficient detail to identify the LID BMPs that would be implemented as a part of the proposed project and would prevent impacts to the quality of receiving waters. The combination of BMPs identified in the report addresses all identified pollutants of the proposed project. Implementation of the BMPs would be ensured through the City's development review and building plan check process. Additionally, Chapter 8.44 of the municipal code includes standards that prohibit the discharge of specific pollutants into stormwater and regulates connections to the storm drain system.

Based on the preceding, no significant water-quality and waste-discharge impacts from project operation activities would occur, and no mitigation measures are necessary.

b) Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?

Less Than Significant Impact. The project site is over the Main San Gabriel groundwater basin (Main Basin). SGVWC would provide potable water to the project site. The SGVWC's water supply sources include groundwater pumped from the Main Basin and the Coastal Plain of Los Angeles Central Basin, recycled water, and imported treated water from the Metropolitan Water District of Southern California (MWD). Groundwater from the Main Basin historically accounted for approximately 90.0 percent of the SGVWC's overall water supplies. The water company has 30 active groundwater wells within its distribution system that are actively used to pump groundwater from the Main Basin, which encompasses 255 square miles and has an estimated total water storage capacity over 10 million acre-feet (SGVWC 2017, DWR 2004).

Figure 16 - Developed Condition Hydrology Map



Source: Forma Engineering, Inc., 2021



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The SGVWC estimates that water demands in its service area for normal years would increase from approximately 37,708 acre-feet per year (afy) in 2020 to approximately 48,604 afy in 2040. The water company forecasts that it will have sufficient water supplies to meet water demands in its service area for normal, single-dry, and multiple dry years. The addition of the proposed project's water demand would be minimal and would not decrease groundwater supplies or impede sustainable groundwater management of the basin.

Additionally, as stated in the geotechnical investigation prepared for the proposed project (see Appendix E), groundwater was encountered at a depth of 53 feet. No excavation on-site would intersect the groundwater at these levels, and dewatering during construction is not anticipated. Furthermore, the project site is not in or near a groundwater recharge area/facility, nor does it represent a source of groundwater recharge.

Therefore, the proposed project would not substantially interfere with groundwater supplies or recharge. Impacts to groundwater supplies would be less than significant, and no mitigation measures are necessary.

c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:

i) Result in a substantial erosion or siltation on- or off-site?

Less Than Significant Impact. Erosion and siltation impacts potentially resulting from alteration of the drainage pattern occur mostly during the project's construction phase, which would include site preparation and grading activities. Environmental factors that affect erosion include topographic, soil, wind, and rainfall characteristics. Siltation is most often caused by soil erosion or sediment spill. Following is a discussion of the potential erosion and siltation impacts that could occur during the construction and operational phases of the proposed project.

Project Construction

As discussed above in Section 3.10.a, the project construction contractor would be required to prepare and implement a SWPPP pursuant to the CGP during grading and construction. The SWPPP would specify erosion- and sediment-control BMPs that the project construction contractor would implement prior to and during grading and construction to minimize erosion and siltation impacts on- and off-site. Erosion-control BMPs are designed to prevent erosion, and sediment controls are designed to trap or filter sediment once it has been mobilized. BMPs that would be implemented during the proposed project's construction phase are discussed in detail in Section 3.10.a, above. For example, BMPs would include but are not limited to installation of perimeter silt fences; installation of silt fences around stockpile and covering of stockpiles; and stabilization of disturbed areas where construction ceases for a determined period of time (e.g., one week) with erosion controls.

Adherence to the BMPs in the SWPPP would reduce, prevent, or minimize soil erosion from project-related grading and construction activities. The construction-phase BMPs would also ensure effective control of not only sediment discharge, but also of pollutants associated with sediments (e.g., nutrients, heavy metals, and certain pesticides).

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Therefore, project-related construction activities would not result in substantial erosion or siltation on- or off-site. Construction-related impacts would be less than significant, and no mitigation measures are necessary.

Project Operation

As shown in Figure 3, *Aerial Photograph*, the vast majority of the project site is paved. Under existing conditions, the county drainage map shows approximately 87.0 percent of the site drains from east to west to a sump catch basin near the middle of the site. The catch basin drains into the Los Angeles County Flood Control District system. The remaining 13.0 percent of the site drains east to west toward Rosemead Boulevard (see Figure 17, *Existing Hydrology Map*). The proposed drainage pattern remains generally the same as the predeveloped condition.

The proposed project would be implemented in accordance with the Hydrology and LID Report and abide by the requirements of the MS4 permit and the LID Standards Manual. For example, project design and operation would include implementation of BMPs specified in the Hydrology and LID report that would minimize runoff and soil erosion and siltation into stormwater and thus minimize sedimentation downstream.

Additionally, project development would be required to comply with the standards of Chapter 8.44 of the municipal code, which prohibits the discharge of specific pollutants into stormwater, regulates connections to the storm drain system, and requires development projects to implement permanent BMPs on individual sites to reduce pollutants in the stormwater.

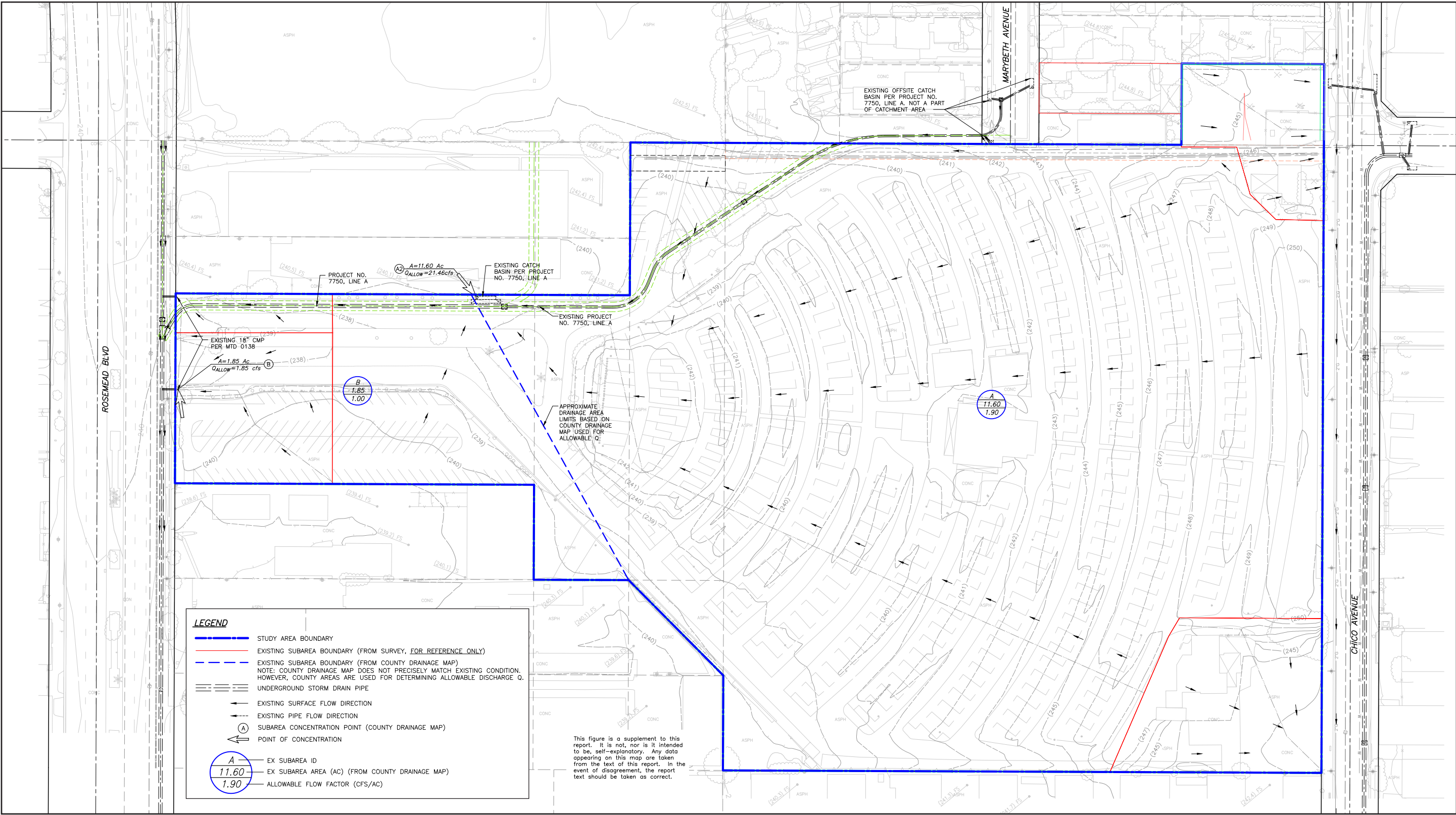
Therefore, project development would not substantially alter the existing drainage pattern of the site or area in a manner that would result in substantial erosion or siltation on- or off-site, and operation-related impacts would be less than significant, and no mitigation measures are necessary.

ii) Substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or offsite?

Less Than Significant Impact. Under existing conditions (see Figure 17, *Existing Hydrology Map*), subarea A, which has a total of 11.06 acres, drains from east to west to a sump catch basin that discharges into the Los Angeles County Flood Control District, Project No. 7750, Line A. The allowable discharge to Line A is 1.90 cubic feet per second (cfs) per acre. Therefore, the allowable flow to Line A from the site is 22.04 cfs. Subarea B drains toward Rosemead Boulevard on paved surfaces and discharges to County Municipal Transfer Drain (MTD) 138.

Under proposed conditions, stormwater from the proposed project would be collected by a private underground storm drain system and discharged to Line A via a new junction structure (see Figure 16, *Developed Condition Hydrology Map*). The proposed flow for the 50-year storm event to Line A is 21.86 cfs. The flow calculation is based on the Los Angeles County Department of Public Works' 2006 Hydrology Manual. The flow rate under proposed conditions would be less than the current allowable flow rate to Line A.

Figure 17 - Existing Hydrology Map



0 100
Scale (Feet)



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Based on the preceding, project development would not substantially increase the rate or amount of surface runoff in a manner that would result in flooding on- or off-site. Impacts would be less than significant, and no mitigation measures are necessary.

iii) Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?

Less Than Significant Impact. The following describes the proposed project's potential impacts related to storm drainage systems and runoff.

Capacity of Stormwater Drainage Systems

Project impacts on the capacity of storm drainage systems would be less than significant, as substantiated in Section 3.10.c.ii, above. No mitigation measures are necessary.

Polluted Runoff

The proposed project's stormwater pollution impacts would be less than significant, as substantiated in Section 3.10.a, above. No mitigation measures are necessary.

iv) Impede or redirect flood flows?

Less than Significant Impact. The project site is not in a 100-year flood hazard zone (FEMA 2008), but it is in the dam inundation zone of the Santa Fe Dam (South El Monte 2000). The dam is approximately seven miles northeast of the project site. The Santa Fe dam and reservoir are a flood control project, completed in January 1949, in the Los Angeles County Drainage Area flood control system. The dam's embankment is on the San Gabriel River, south of Azusa. The primary purpose of the dam is to provide flood risk management to the communities along the San Gabriel River downstream of the reservoir. The Army Corps of Engineers (USACE) operates the dam and reservoir and engages in routine maintenance activities within the operational areas of the reservoir year-round to maintain the operational capacity of the dam. As congressionally appropriated funding allows, the USACE works to upgrade aging structures and systems. Annual maintenance activities include grading of access roads, vegetation removal, and an annual safety inspection. In addition, the control house, gates, and all mechanical and electrical equipment are checked at the dam to make sure that the dam is functioning in accordance with State standards (USACE 2021).

The Emergency Action Plan (EAP) for the Santa Fe Dam includes procedures for damage assessment and emergency warnings per the requirements of the California Division of Safety of Dams. The plan has been developed in coordination with local emergency management officials. The EAP identifies potential emergency conditions and specifies preplanned actions to help minimize property damage and loss of life. The EAP also contains procedures to issue early warning and notification messages to downstream emergency management authorities. Additionally, the dam is governed by the USACE's Dam Safety Program to maintain public safety, and an integral part of the program is the risk-informed screening process. Dams are classified based on confirmed or unconfirmed dam safety issues, the combination of life or economic consequences if failure occurs, and the probability of failure. This process enables the

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USACE to prioritize dam safety actions to correct deficiencies, which include interim risk reduction measures to be undertaken while further investigations are conducted, and remedial actions are implemented (Army Corps of Engineers 2012). Therefore, impacts due to inundation by Santa Fe Dam are less than significant.

d) In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?

Less than Significant. As noted in Section 3.10.c.iv, the project site is not in 100-year flood zone but is within the dam inundation area of the Santa Fe Dam. However, with the implementation of the EAP and the USACE's Dam Safety Program, impacts would be less than significant.

A seiche is an oscillating surface wave in a restricted or enclosed body of water, generated by ground motion, usually during an earthquake. Seiches are of concern for water storage facilities, because inundation from a seiche can occur if the wave overflows a containment wall, such as the wall of a reservoir, water storage tank, dam, or other artificial body of water. The Santa Fe Reservoir and smaller reservoirs within a three-mile radius of the Santa Fe Reservoir could generate seiches. A seiche could theoretically occur in these reservoirs as the result of an earthquake or other disturbance, but the flooding impact would be less than for the dam inundation zone. The closest of these reservoirs is five miles away and is not anticipated to affect the site.

Tsunamis are a type of earthquake-induced flooding produced by large-scale sudden disturbances of the sea floor. The proposed project is approximately 23 miles inland; therefore, the site is outside the tsunami hazard zone and would not be affected by a tsunami.

Based on the preceding, the proposed project would not risk release pollutants as the result of floods, tsunami, or seiche. Therefore, no impact would occur and no mitigation measures are necessary.

e) Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?

No Impact. Water quality in South El Monte is regulated by the Los Angeles RWQCB and its Basin Plan for the Coastal Watersheds of Los Angeles and Ventura Counties. As substantiated in Section 3.10.a, the proposed project would not violate any water quality standards and would therefore not obstruct the implementation of the Basin Plan. Therefore, no impact would occur and no mitigation measures are necessary.

Additionally, the project site is in the Main San Gabriel Groundwater Basin, which is characterized as a low priority basin⁹ and is not governed by a groundwater quality management plan. As substantiated in Sections 3.10.a and b, the proposed project would not violate any water quality standards and would not decrease groundwater supplies or interfere substantially with groundwater recharge. Moreover, the Specific Plan includes sustainability guidelines that highlight water efficiency strategies such as minimizing turf areas within the

⁹ Basins designated as low and very-low priority are not subject to the requirements of the Sustainable Groundwater Management Act but are encouraged to form groundwater sustainability agencies and develop new groundwater management plans or update existing management plans in accordance with the water code.

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community, using drought-tolerant plants, and using reclaimed water for irrigation of common areas. Therefore, no impact would occur and no mitigation measures are necessary.

3.11 LAND USE AND PLANNING

Would the project:

Issues	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Physically divide an established community?				X
b) Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?			X	

a) Physically divide an established community?

No Impact. Development on the project site would occur within the project site boundaries. The proposed project would not disrupt the internal circulation within the residential neighborhood to the north of the site. Additionally, the proposed project would introduce a compatible residential use to the south of existing residential uses. Therefore, the proposed project would not divide an established community.

b) Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?

Less Than Significant Impact. The project site is currently zoned Commercial Manufacturing (C-M) and Medium Density Residential (R-3), and the land use designation of the site is Commercial-Manufacturing (C-M) and Medium-Density Residential (MDR). The proposed project would require a zone change to Specific Plan (SP) and a land use change to Medium Density Residential (MDR) in order to implement the proposed project. The Specific Plan, which has been prepared to realize the objectives of the proposed project, would require approval by the City Council. The Specific Plan (SP) zone would allow for residential uses and open space areas on the project site in planned building groups while ensuring compliance with the spirit and intent of the zoning code and the City's adopted General Plan. Moreover, the proposed project would be consistent with the policies for the General Plan. For example, Policy 1.1 of the Land Use Element states that a range of densities and housing types should be provided. The proposed project would provide townhomes and single-family homes, which would provide a range of housing density in the project area. Additionally, Policy 4.2 of the Land Use Element indicates that new opportunities for housing in South El Monte should be provided such as through intensification in designated neighborhoods. The proposed provide would increase the number of housing units in the city. Policy 6.1 of the Land Use Element encourages redevelopment activities, and the proposed project would revitalize an underutilized site to provide additional housing opportunities in the City. Impacts would be less than significant.

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3.12 MINERAL RESOURCES

Would the project:

Issues	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Result in the loss of availability of a known mineral resource that would be a value to the region and the residents of the state?				X
b) Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?				X

a) Result in the loss of availability of a known mineral resource that would be a value to the region and the residents of the state?

No Impact. There are four mineral resource zones (MRZ):

- **MRZ-1.** Adequate information indicates that no significant mineral deposits are present or likely to be present.
- **MRZ-2.** Adequate information indicates that significant deposits are present or there is a high likelihood for their presence, and development should be controlled.
- **MRZ-3.** The significance of mineral deposits cannot be determined from the available data.
- **MRZ-4.** There is insufficient data to assign any other MRZ designation.

The mineral resource designation is intended to prevent incompatible land use development on areas determined to have significant mineral resource deposits. The project site and surrounding areas are not developed for mineral resources, and the City's General Plan Resources Element indicates that there are no mineral resources in the city. The project site is in MRZ-3 (CDC 2015). The areas surrounding the project site are developed with buildings, and therefore no loss of known resources would result from project implementation. No impact would occur.

b) Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?

No Impact. No mining sites are identified in the City of South El Monte General Plan. Therefore, development of the proposed project would not cause a loss of availability of a mining site. No impact would occur.

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3.13 NOISE

The analysis in this section is based in part on the following, included as Appendix H:

- *Noise Analysis*, PlaceWorks, May 2021

Would the project result in:

Issues	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?			X	
b) Generation of excessive groundborne vibration or groundborne noise levels?		X		
c) For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?			X	

3.13.1.1 NOISE FUNDAMENTALS

Noise is unwanted sound, known to have several adverse effects on people, including hearing loss, speech and sleep interference, physiological responses, and annoyance. Based on these known adverse effects of noise, the federal, state, and city governments have established criteria to protect public health and safety and to prevent the disruption of certain human activities, such as classroom instruction, communication, or sleep. Appendix H provides the fundamentals of noise and vibration, additional local regulatory background information, and the construction and traffic noise modeling data for the proposed project.

3.13.1.2 ENVIRONMENTAL SETTING

Existing Noise Conditions

The project site noise environment is primarily characterized by roadway noise. The primary traffic noise source is from Rosemead Boulevard, west of the project site. Secondary noise sources include parking lot noise, and air handling equipment such as HVAC mechanical noise from retail stores to the north and west and adjacent residential uses. The City of South El Monte General Plan Future Noise Contours figure shows the project site to be predominately outside the 65 CNEL noise contour, with the exception of the project driveway off Rosemead Boulevard. Therefore, proposed dwelling units would be outside the 65 CNEL noise contour. Per the *CBLA v. BAAQMD* ruling, noise compatibility for future on-site sensitive receptors is generally no longer the purview of the CEQA. However, the City requires that residential projects achieve the interior 45 dBA CNEL noise standard of the California Building Code Title 24.

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Sensitive Receptors

Certain land uses are particularly sensitive to noise and vibration. These uses include residences, schools, hospital facilities, houses of worship, and open space/recreation areas where quiet environments are necessary for the enjoyment, public health, and safety of the community. The nearest sensitive receptors to the proposed project are residences adjacent to the north. Other sensitive receptors include additional residences 450 feet to the east and Potrero Intermediate School 0.23 mile to the northeast in the City of El Monte.

3.13.1.3 APPLICABLE STANDARDS

California Building Code

The California Building Code is Title 24 of the California Code of Regulations. California Building Code Part 2, Volume 1, Chapter 12, Section 1207.11.2, Allowable Interior Noise Levels, requires that interior noise levels attributable to exterior sources shall not exceed 45 dBA in any habitable room. The noise metric is evaluated as either the Ldn or the CNEL, consistent with the noise element of the local general plan.

Per the *California Building Industry Association v. Bay Area Air Quality Management District* ruling, noise compatibility for future on-site sensitive receptors is generally no longer the purview of the CEQA. However, the City requires that residential projects achieve the interior 45 dBA CNEL noise standard of the California Building Code Title 24.

City of South El Monte Municipal Code

Exterior Noise Standards

The City of South El Monte Municipal Code has established exterior noise limits in Chapter 8.20, Noise Regulations. The permissible sound levels by receiving land use are summarized in Table 12, *Exterior Noise Limits: City of South El Monte*.

Table 12 Exterior Noise Limits: City of South El Monte

Land Use	Daytime 7:00 am to 10:00 pm	Nighttime 10:00 pm to 7:00 am
One- or Two-Family Residential Zone	55 dBA	45 dBA
Multiple Dwelling Residential Zone, Public Zone	60 dBA	50 dBA
Commercial Zone or Commercial-Manufacturing Zone	60 dBA	55 dBA
Manufacturing Zone	70 dBA	70 dBA

Source: South El Monte Municipal Code.

Notes:

In the event the alleged offensive noise contains a steady, audible tone such as a whine, screech, or hum, or it is a repetitive noise such as a hammering or riveting, or contains music or speech conveying informational content, the exterior noise limits shall be reduced by 5 dBA.

The exterior noise limit shall not exceed:

The noise standard for a cumulative period of more than thirty minutes in any hour (L50);

The noise standard plus 5 dBA for a cumulative period of more than fifteen minutes in any hour (L25);

The noise standard plus 10 dBA for a cumulative period of more than five minutes in any hour (L8);

The noise standard plus 15 dBA for a cumulative period of more than one minute in any hour (L1); or

The noise standard plus 20 dBA for any period of time (Lmax).

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Vibration

Section 8.20.020(B) states that no person shall operate or permit the operation of any device or machine that creates a vibration above the vibration perception threshold when measured at or beyond the property boundary of the source. Because the City does not quantify this standard, the Federal Transit Administration (FTA) criterion for vibration annoyance of 72 VdB at residential receptors is used to determine impact significance.

Construction Noise

No person shall operate or cause or authorize the operation of any tools or equipment used in construction, drilling, repair, alteration, or demolition work between the hours of 10:00 pm and 7:00 am or at any time on weekends or holidays, such that the sound creates a noise disturbance across the real property line of an adjacent or nearby property developed entirely or partially for residential use. However, the City does not include a quantified construction noise limit for work during the daytime hours of 7:00 am to 10:00 pm. Therefore, the FTA construction noise criterion of 80 dBA $L_{eq(8hr)}$ for residential receptors is used to determine impact significance.

Air Handling Equipment

No person shall operate or permit the operation of any air conditioning or air handling equipment (such as HVAC equipment) in such a manner as to exceed 55 dBA at any point on neighboring property line, five feet above grade level, no closer than three feet to any wall.

- a) **Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?**

Less Than Significant Impact. Construction is estimated to be completed in approximately 19 months, beginning in Fall 2022 and ending in Spring of 2024. The construction workday is anticipated to be 7:00 am to 4:00 pm, Monday through Friday. Construction equipment required for excavation, grading, and other construction activities would include but is not limited to, concrete saws, excavators, dozers, loaders, backhoes, forklifts, scrapers, tractors, trencher, pavers, welders, cranes, generators, and air compressors.

Construction Noise

Construction Vehicles

The transport of workers and materials to and from the construction site could incrementally increase noise levels along access road or roads. Individual construction vehicle pass-bys may create momentary noise levels of up to approximately 85 dBA (L_{max}) at 50 feet from the vehicle, but these occurrences would generally be infrequent and short lived.

Construction would generate temporary trips from workers' and vendors' vehicles. Based on data provided by the applicant, project construction is anticipated to generate up to 110 daily worker and vendor trips during overlapping phases. For hauling, construction activities would generate up to 32 daily haul truck trips during

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demolition debris haul and grading soil haul. Access to the project site would be through Rosemead Boulevard or Chino Avenue via Garvey Avenue or Rush Street, which have existing average daily traffic (ADT) volumes ranging from 4,020 to 53,360 (see Table 14, *Project and Cumulative Traffic Noise Increase*). Additional trips from construction vehicles would be temporary, and the addition of 110 worker and vendor trips and 32 haul trips would result in a negligible noise increase. Therefore, this impact would be less than significant.

Construction Equipment

Noise generated by on-site construction equipment is dependent on the type of equipment used, its location relative to sensitive receptors, and the timing and duration of noise-generating activities. Each phase of construction involves different kinds of equipment and has distinct noise characteristics. The basis for noise levels from construction activities are typically the loudest piece or pieces of equipment. The dominant equipment noise source is typically the engine, although work-piece noise (such as dropping of materials) can also be noticeable.

Heavy equipment, such as a dozer or a loader, can have maximum, short-duration noise levels of up to 85 dBA at 50 feet. However, overall noise emissions vary considerably, depending on the specific construction activity performed at any given moment. Noise attenuation due to distance, the number and type of equipment, and the load and power requirements to accomplish tasks at each construction phase would result in different noise levels from construction activities at a given receptor. Since noise from construction equipment is intermittent and diminishes at a rate of at least 6 dBA per doubling of distance (conservatively ignoring other attenuation effects from air absorption, ground effects, and shielding effects), the average noise levels at noise-sensitive receptors could vary considerably, because mobile construction equipment would move around the project site with different loads and power requirements.

The average noise produced at each construction phase is determined by combining the L_{eq} contributions from the three loudest pieces of construction equipment by phase, while accounting for the ongoing time variations of noise emissions (commonly referred to as the usage factor). Noise levels were also calculated at spatially averaged distances (i.e., from the acoustical center of the general construction site) to the property line of the nearest receptors. Although construction may occur across the entire construction area, the area around the center of construction activities best represents the potential average construction-related noise levels at the various sensitive receptors.

PlaceWorks used construction activity information by phase provided by the applicant to estimate construction noise using the Federal Highway Administration Roadway Construction Noise Model (RCNM). The associated, aggregate sound levels—grouped by construction activity—are summarized in Table 13, *Project-Related Construction Noise, L_{eq} dBA*. RCNM modeling input and output worksheets are included in Appendix H. As shown in Table 13, average construction-related noise levels would be up to 68 dBA and not exceed the 80 dBA $L_{eq(8hr)}$ threshold at the nearest sensitive receptors. Therefore, impacts would be less than significant.

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Table 13 Project-Related Construction Noise, L_{eq} dBA

Construction Activity Phase	Reference Noise Level at 50 feet	Attenuated Noise Levels		
		Residential Uses to North at 335 feet	Residential Uses to East at 450 feet	Potrero Intermediate School to Northeast at 1,200 feet
Asphalt/Building Demolition	84.6	68	66	57
On-Site Reprocessing /Crushing ¹	77.9	61	61	50
Rough Grading	85.0	68	66	57
Utility Trenching	81.9	76	63	54
Paving	83.5	67	64	56
Building Construction	83	66	64	55
Architectural Coating	74	57	55	46

Notes: Decibels rounded up to the nearest whole number.

Calculations performed with RCNM are included in Appendix H. Distance measurements were taken using Google Earth from the approximate acoustical center of the construction site.

¹ Rock Crushing equipment based on 85 dB at 7 meters (approximately 22 feet). Source: Screens & Crushers Ltd C12+ Crusher Extec. 2007, November. Operating and Maintenance Manual.

Stationary Noise

HVAC Equipment

HVAC units are proposed to be located in the residential backyards. The nearest sensitive receptors to HVAC equipment would be residences approximately 60 feet to the north. HVAC specifications provided by the applicant show that, depending on the unit size and series, the proposed HVAC equipment (Carrier model CA15NA) could generate sound power levels between 71 and 76 dBA without shielding. This would result in a sound pressure level of up to approximately 40 dBA at 60 feet. This would be below the 55 dBA daytime noise standards for the air handling equipment set forth in the municipal code. Therefore, impacts would be less than significant.

Community Recreational Area

The proposed community recreational area would include a pool, spa, open space, lawn play areas, and a barbeque counter. Use of the community recreational area would be limited to residents and guests only. Noise generated would mostly be from people using the recreational space. Based on similar uses, it is calculated that the proposed pool area would generate noise levels of approximately 55 dBA at 77 feet. The nearest sensitive receptor to the pool area is approximately 90 feet to the north. At this distance, noise levels would attenuate to approximately 54 dBA. Additionally, a seven-foot-high wall is proposed to be constructed around the northern perimeter. This wall would block line-of-sight to the sensitive receptors to the north, providing an additional 5 dBA of noise attenuation. The proposed operational hours for the recreational area are 8:00 am to 10:00 pm, which are within the municipals code's daytime hours. Therefore, noise levels would not exceed the daytime noise limit of 55 dBA, and impacts would be less than significant.

Traffic Noise

Noise increases can be put into three categories—audible, potentially audible, and inaudible. “Audible” increases are perceptible to humans and generally refer to a change of 3 dBA or more, because 3 dBA is the threshold

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of perceptibility in exterior (uncontrolled) environments. For example, traffic flows would need to double (e.g., 10,000 vehicles per day to 20,000 per day) to create a 3 dBA CNEL increase in traffic-generated noise levels. A “potentially audible” noise increase refers to a change in noise level between 1 and 3 dBA. A change in noise level of less than 1 dBA is typically “inaudible” to humans except under quiet conditions in controlled environments. A project will normally have a significant effect on the environment related to noise if it will substantially increase the ambient noise levels for adjoining areas. Based on these categories, a significant impact would occur if the following thresholds of significance, similar to those recommended by the Federal Aviation Administration, would be exceeded at sensitive receptor locations. A significant impact would occur if traffic noise increases would exceed:

- 1.5 dBA for existing ambient noise environments of 65 dBA CNEL and higher.
- 3 dBA for existing ambient noise environments of 60 to 64 CNEL.
- 5 dBA for existing ambient noise environments of less than 60 dBA CNEL.

ADT volumes for existing and future conditions provided by Iteris were used to calculate traffic noise increases. Noise increase is calculated by comparing Existing Plus Project traffic volumes to Existing no Project volumes logarithmically. Similarly, cumulative noise impacts were calculated by comparing Cumulative Plus Project to Cumulative no Project logarithmically.¹⁰

As shown in Table 14, *Project and Cumulative Traffic Noise Increase*, the maximum traffic noise increase is 0.4 dBA CNEL along Chico Avenue from Garvey Avenue to Fern Street. All study roadway segments would experience project and cumulative traffic noise increase of less than 1.5 dBA CNEL. Therefore, traffic noise impacts would be less than significant.

¹⁰ Project noise increase = $10 \cdot \log(\text{Existing Plus Project} / \text{Existing no Project})$; Cumulative noise increase = $10 \cdot \log(\text{Future with Project} / \text{Existing no Project})$.

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Table 14 Project and Cumulative Traffic Noise Increase

Roadway Segment	ADT Volumes				dBA CNEL	
	Existing No Project	Existing Plus Project	Cumulative No Project	Cumulative with Project	Project Related Increase	Cumulativ e Increase
Rosemead Boulevard – Garvey Avenue to Fern Street	53,360	53,901	53,810	54,351	0.0	0.1
Rosemead Boulevard – Fern Street to Project Entrance	52,140	52,681	52,780	53,321	0.0	0.1
Rosemead Boulevard – Project Entrance to Rush Street	50,240	51,054	50,880	51,694	0.1	0.1
Garvey Avenue – Rosemead Boulevard to Chico Avenue	21,980	22,074	22,100	22,194	0.0	0.0
Garvey Avenue – east of Chico Avenue	21,840	22,123	22,100	22,383	0.1	0.1
Chico Avenue – Garvey Avenue to Fern Street	4,020	4,422	4,020	4,422	0.4	0.4
Chico Avenue – Project entrance to Rush Street	4,020	4,149	4,020	4,149	0.1	0.1
Rush Street – east of Chico Avenue	11,600	11,789	11,600	11,789	0.1	0.1
Rush Street – west of Chico Avenue	12,960	13,019	12,960	13,019	0.0	0.0
Fern Street – Chico avenue to Potrero Avenue	2,370	2,464	2,370	2,464	0.2	0.2
Potrero Avenue – Fern Street to Garvey Avenue	3,830	3,924	3,830	3,924	0.1	0.1
Potrero Avenue – Rush Street to Fern Street	4,030	4,030	4,030	4,030	0.0	0.0

Source: Iteris, 2021

b) Generation of excessive groundborne vibration or groundborne noise levels?

Less Than Significant Impact with Mitigation.

Construction can generate varying degrees of ground vibration, depending on the construction procedures and equipment. Operation of construction equipment generates vibrations that spread through the ground and diminish with distance from the source. The effect on buildings near the construction site varies depending on soil type, ground strata, and receptor-building construction. The effects from vibration can range from no perceptible effects at the lowest vibration levels, to low rumbling sounds and perceptible vibrations at moderate levels, to slight structural damage at the highest levels. Vibration from construction activities rarely reaches the levels that can damage structures.

Vibration Annoyance

As mentioned in Section 3.13.1.3, *Applicable Standards*, the City does not establish a quantified vibration annoyance threshold. The FTA criterion of 72 VdB is used to determine significance. Vibration due to the project would be generated from temporary construction activities. To determine attenuated average vibration levels at the nearest sensitive receptors, vibration levels are calculated by measuring the distance from the center of the project site to the sensitive receptor building façade. The nearest sensitive receptors are the residences approximately 340 feet to the north, and Potrero Intermediate School approximately 1,200 feet to the northeast. As shown in Table 15, *Vibration Levels for Typical Construction Equipment*, vibration levels would not exceed 72 VdB at the nearest sensitive receptors. Therefore, impacts would be less than significant.

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Table 15 Vibration Levels for Typical Construction Equipment

Equipment	FTA Reference Vibration Levels VdB at 25 feet	VdB at Residences to North at 340 feet	VdB at Potrero Intermediate School to Northeast at 1,200 feet
Vibratory Roller	94	60	44
Large Bulldozer	87	53	37
Loaded Trucks	86	53	36
Jackhammer	79	52	29
Small Bulldozer	58	45	8

Source: FTA 2018.

Architectural Damage

For reference, a vibration level of 0.2 inch per second (in/sec) peak particle velocity (PPV) is used as the limit for non-engineered timber and masonry buildings, which would be applied to the surrounding structures (FTA 2018). Table 16, *Vibration Levels for Typical Construction Equipment*, shows that typical construction equipment produces vibration levels up to 0.21 in/sec PPV at a distance of 25 feet. A significant impact would occur if vibration levels would exceed 0.2 in/sec PPV at the façade of the surrounding structures.

The nearest structures to the project site are the residential uses immediately to the north of the project site. Based on available site plans, the residential buildings would be within 20 feet of proposed paving activities for driveways. Due to the proximity of paving activities and potential use of a vibratory roller for paving, impacts would be potentially significant.

Table 16 Vibration Levels for Typical Construction Equipment

Equipment	FTA Reference Vibration Levels PPV (in/sec) at 25 feet	PPV (in/sec) at 20 feet
Vibratory Roller	0.21	0.293
Large Bulldozer	0.089	0.124
Loaded Trucks	0.079	0.106
Jackhammer	0.035	0.049
Small Bulldozer	0.003	0.001

Source: FTA 2018.

Note: Values in bold exceed the significance threshold of 0.2 in/sec PPV.

Implementation of Mitigation Measure N-1 would reduce temporary construction vibration levels at the surrounding structures to a less than significant level. Specifically, the use of a static roller is estimated to generate vibration levels of approximately 0.05 in/sec PPV at a distance of 25 feet (New Zealand Transport Agency 2012), which would reduce construction vibration levels below the significance threshold of 0.2 in/sec PPV.

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Mitigation Measures

N-1 Where paving is required within 25 feet of adjacent, off-site structures, a static roller shall be used in lieu of a vibratory roller. This requirement shall be included in the list of conditions on construction plans.

c) **For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?**

No Impact. The nearest airport or airstrip to the project site is San Gabriel Valley Airport (formerly known as the El Monte Airport) in the City of El Monte, approximately two miles to the northeast. The El Monte Airport Master Plan Report shows the Airport's 60 CNEL noise contour does not extend to the project site. Figure 7B of the El Monte Airport Master Plan depicts the southwestern point of the 60 CNEL extending just past the I-10 freeway, but does not pass Brockway Street, which is approximately 1 mile northeast of the project site (Los Angeles County 1995). Workers or people residing in the project area would not be exposed to excessive airport noise. Therefore, no impact would occur.

3.14 POPULATION AND HOUSING

Would the project:

Issues	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?			X	
b) Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?				X

a) **Induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?**

Less Than Significant Impact. Construction of the proposed project would require contractors and laborers. Because of the size of the project, the City expects that the supply of general construction labor would be available from the local and LA County regional labor pool because the current regional unemployment is 9.9 percent (BLS 2020).

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Once complete, the 207 dwelling units would be expected to add 913 residents,¹¹ averaging 4.4 residents per household (DOF 2020). When compared to the 2020 population of 21,204, the proposed project would result in an approximately 4.3 percent increase to the City of South El Monte (DOF 2020). SCAG projects population growth in its member cities as part of the Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS). The projections show an estimated 2040 population of 22,500, which is an increase of 1,296 residents from the 2020 estimated population. The potential 913 new residents of the project would make up about 70.0 percent of the projected 20-year increase for the city based on the SCAG RTP/SCS (SCAG 2016). If the project population is added to the existing population, the resulting estimated population of 22,117 residents, which assumes all of the project's residents are new to the city, would remain below the year SCAG 2040 projection by 383. Because the projected increase in population from the proposed project is less than the regionally anticipated population growth, the impact to population is considered less than significant.

The proposed project would provide more housing opportunities in the city. The new units would increase housing in the City by 207 units, which would represent about 4.2 percent¹² of the 2040 housing projection. The state of California has a shortage of housing, and in 2019, Governor Newsom signed several bills aimed to address the need for more housing, including the Housing Crisis Act of 2019 (Senate Bill 330). The proposed project would help address housing needs and accommodate population growth in the city. Impacts would be less than significant.

b) Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?

No Impact. The project site is currently vacant except for a rental structure at the northeast corner of the site; the occupants of this structure have relocated by choice. The proposed project would introduce residential uses onto the project site, resulting in an increase in the city's housing supply. The proposed project would displace one household but provide 207 new housing units, and it would not result in the need for replacement housing elsewhere. Impacts would be less than significant.

3.15 TRANSPORTATION

The analysis in this section is based in part on the following, included as Appendix D-a and D-b, respectively:

- *Starlite Development Traffic Impact Analysis*, Iteris, June 9, 2021
- *2540 Rosemead Boulevard – San Gabriel Valley Council of Governments Vehicle Miles Traveled Evaluation Tool Report*, Iteris, June 11, 2021

¹¹ 207 dwelling units x 4.41 (average persons per household) = 912.87 residents = 913 residents

¹² SCAG 2040 Household estimate for South El Monte = 5,200 households

Housing units in SCAG projections are estimated based on number of households and a healthy vacancy rate of 5.0 percent: 0.05 (vacancy rate) x 5,200 households (SCAG 2040 estimate) = 4,940 housing units in 2040.

3. Environmental Analysis

Would the project:

Issues	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Conflict with a program, plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities?		X		
b) Conflict or be inconsistent with CEQA Guidelines § 15064.3, subdivision (b)?			X	
c) Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?			X	
d) Result in inadequate emergency access?			X	

a) Conflict with a program, plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities?

Less Than Significant Impact with Mitigation Incorporated. Under baseline conditions, the project site was not in operation as a swap meet and generated no daily vehicle trips. The proposed project would generate 1,874 daily trips with 143 trips in the AM peak hour and 189 trips in the PM peak hour, based on the ITE Trip General Manual 10th edition.

The proposed signalized intersection at the project driveway on Rosemead Boulevard would be consistent with Policy 2.2 of the Circulation Element, “Support Caltrans efforts to facilitate smooth traffic flow along Rosemead Boulevard.” A traffic signal at this intersection would regulate traffic flow in the project area.

The proposed project would be consistent with the Circulation Element’s Policy 2.3, “Support efforts of the Los Angeles County Metropolitan Transportation Authority to increase the use of mass transit and other alternatives to the private automobile as a way to reduce traffic loads on State Route 60,” since the project site is adjacent to the Rosemead/Fern Metro Bus Lines 176 and 266 stop and is approximately 1,500 feet (0.28 mile) from the Garvey/Rosemead Stop on Metro Bus Line 70. The frequency of Metro Bus Line is 15 minutes or less in peak hours and is considered to operate in a high-quality transit area (HQTA). Additionally, the proposed project would construct a traffic signal at the intersection of Rosemead Boulevard and the project site’s entrance, which would allow for crossing between the northbound or southbound Metro Bus Lines 176 and 266 stops.

The proposed project would not modify pedestrian facilities with the exception of a new crosswalk at the proposed signalized intersection. Future pedestrian circulation would be provided throughout the project site by a network of walkways along the internal drives and open space areas, which would connect to the existing City sidewalks along Rosemead Boulevard and Chico Avenue (see Figure 5, *Circulation Plan*).

The 2000 General Plan identified a bikeway network in the City of South El Monte that did not include any roadways near the project site. The South El Monte Recommended Bikeway Network in the City’s section of

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the San Gabriel Valley Bicycle Master Plan includes proposed Class II bicycle lanes on Rosemead Boulevard, Garvey Avenue, Rush Street, and Potrero Avenue within the City limits (south of Kale Street). The implementation of the proposed project would not modify existing bicycle facilities.

Despite traffic along Chico Avenue being uncontrolled, there is no advanced-warning signage alerting drivers to the presence of the Chico Avenue and Fern Street intersection, which provides a marked crosswalk on the north leg of the intersection crossing Chico Avenue and an unmarked crossing, denoted by curb ramps, on the east leg of the intersection crossing Fern Street. In addition, the curb ramps are not aligned with the crosswalk and require pedestrians using the curb ramps to step into the intersection outside of the crosswalk, reducing the safety of the location. The safety condition of the location could be impacted by the proposed project's additional residents utilizing the crossing, in conflict with the Circulation Element traffic safety goal of a transportation network to provide personal safety for motorists and pedestrians at intersections and roadways throughout the City. To address this potentially significant impact, Mitigation Measure T-1, which states that California Manual on Uniform Traffic Control Devices (MUTCD) Pedestrian W11-2 signs should be installed at least 150 feet upstream from the crosswalk in both directions as well as at the crosswalk itself, the crosswalk should be repainted to ensure high visibility, and the curb ramps on Chico Avenue be realigned with the crosswalk itself, would reduce impacts to less than significant.

Mitigation Measures

T-1 Prior to the issuance of an occupancy permit, the applicant shall enhance the pedestrian crossing at the Chico Avenue/Fern Street intersection as follows:

- Install pedestrian crossing signs at least 150 feet ahead of the crosswalk in both directions as well as at the crosswalk itself pursuant to California Manual on Uniform Traffic Control Devices (MUTCD) Pedestrian W11-2.
- Repaint the crosswalk to ensure high visibility.
- Realign the curb ramps with the crosswalk.

b) Conflict or be inconsistent with CEQA Guidelines § 15064.3, subdivision (b)?

Less Than Significant Impact. CEQA analysis for determining potential significant transportation impacts from vehicle traffic transitioned from an automobile delay or capacity measure to a Vehicle Miles Traveled (VMT) of automobiles and light trucks metric in July 2020, as required by Senate Bill (SB) 743. VMT is an area-wide performance measure which helps compare the overall performance of a project or project alternatives and is also used as a metric to ultimately assess the transportation environmental impacts of a project. VMT analysis shifts the focus towards impacts caused by the distance traveled by vehicles rather than the localized congestion created by vehicles (i.e., intersection-level delay). VMT is generally calculated using a travel demand model that captures the movement of all trips over a highway network. Analysis is limited to automobile travel (automobiles and light-trucks) and excludes heavy trucks.

The City of South El Monte prepared City of South El Monte Transportation Study Guidelines for Vehicle Miles Traveled and Level of Service Assessment (October 2020) that provide technical guidance regarding

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assessment of VMT, thresholds of significance, and mitigation measures for land development and transportation projects in the unincorporated area.

The proposed project would add housing in a predominately commercial and industrial area that is well-served by public transportation, thereby diversifying the land use types and contributing to a reduction in vehicle miles traveled per capita.

The proposed project was analyzed using the San Gabriel Valley Council of Governments Vehicle Miles Traveled Evaluation Tool for the three Project parcels (APNs: 8102-037-020, 8102-037-022, 8102-037-024) in traffic analysis zone (TAZ) 22195100. The proposed project is not located in a Transit Priority Area and would have a project generated VMT rate of 12.67 home-based VMT per capita. When compared to the City VMT baseline value of 15.75 home-based VMT per capita and the 15.0 percent below baseline significance value of 13.39, the proposed Project is presumed to have a less than significant impact.

c) Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?

Less Than Significant Impact. The proposed project would not increase traffic hazards or create incompatible uses. The proposed project signalized intersection at the Rosemead Boulevard driveway and the new driveway on Chico Avenue would be designed to meet the City of South El Monte and Caltrans' standards and specifications, and therefore would not increase geometric design hazards.

d) Result in inadequate emergency access?

Less Than Significant Impact. The current site entrance driveway at Rosemead Boulevard would not be altered and the new driveway on Chico Street would be constructed to meet standards and specifications to allow for ambulance and fire vehicle access. A traffic control plan and parking and driveway plan would be submitted to the City of South El Monte for review and approval prior to any temporary construction period lane or road closures. Impacts would be less than significant.

3.16 PUBLIC SERVICES

The analysis in this section is based in part on the following service-provider questionnaire responses and conditions of approval. These documents are included as Appendix I:

- *Proposed Starlite Residential Development Police Questionnaire*, Tracy Jue, Director, Facilities Planning Bureau, February 18, 2021
- *County of Los Angeles Fire Department Final Map Requirements (Conditions of Approval)*, project review by Claudia Soiza, June 16, 2021

Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:

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Issues	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
Result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times, or other performance objectives for any of the public services:				
a) Fire protection?			X	
b) Police protection?			X	
c) Schools?			X	
d) Parks?			X	
e) Other public facilities?			X	

a) Fire protection?

Less Than Significant According to the City's General Plan Public Safety Element, fire response and prevention services are provided by the Los Angeles County Fire Department. The City's contract with the Los Angeles County Fire Department is reviewed annually to ensure adequate fire protection services are provided.

The nearest fire station is Station 90, approximately 0.72 mile southeast of the project site. Los Angeles County Fire Department maintains a policy of responding to fires within five minutes from notification, which is acknowledged by the National Fire Protection Association.

The proposed project and improvements will require site plan review for consistency with the City's Public Safety Element and Los Angeles County Fire Department requirements. Upon development and operation, the project will contribute to the City's General Fund through property taxes, and the General Fund pays for the City's contract with County Fire. Any facility expansion or additional personnel needs generated by the development will be reflected in the annual review of the City's contract with the Los Angeles County Fire Department. Expansion or any requirement for new facilities (stations) would be speculative, but would also require environmental review under CEQA. Therefore, impacts would be less than significant.

b) Police protection?

Less Than Significant Impact. The project site is within the service area of the Los Angeles County Sheriff Department's (LASD) Temple Station at 8838 Las Tunas Drive in Temple City, approximately 3.1 miles north of the project site. The station provides community services such as organized Neighborhood Watch meetings. LASD recommends that the general principles of Crime Prevention Through Environmental Design be implemented in the design phase.

The LASD does not have a current standard law enforcement service ratio because staffing level needs vary from station to station due to criteria such as service call volume and type, patrol and travel time by priority,

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personnel workload and performance levels, and modeling the flow of calls for service ratios. The station's average or anticipated response times for emergent, priority, and routine calls for service received from the proposed project are 6, 20, and 60 minutes,¹³ respectively. The LASD generally adheres to the following industry standard among law enforcement agencies for responses categorized as emergent, priority, and routine calls for service: 10, 20, and 60 minutes, respectively.

The station's desired law enforcement service ratio is 1 deputy for every 1,000 residents. The station is currently staffed by 190 sworn personnel and 48 civilian employees. The station services the following areas: Chantry Flats, Monrovia-Arcadia-Duarte, City of Bradbury, City of Duarte, City of Rosemead, City of South El Monte, Temple City, North San Gabriel/East Pasadena, and South San Gabriel. The estimated population for the station's service area is approximately 230,389, which would require 230 deputies.

At 190 deputies, the station is currently understaffed; however, assigning additional personnel to the station would exacerbate the current shortage of facility space and supporting equipment. As indicated above, the proposed project is expected to generate 913 residents, and therefore the project would generate the demand for an additional deputy. If the station were to be expanded in the future, the expansion would be required to undergo the applicable CEQA process which would provide mitigation, if required. According to the City's General Plan, the City's contract with the LASD is reviewed to ensure that the City is receiving the appropriate level of response service and crime prevention. The contract, which is updated annually, is funded by the City's General Fund, and includes funding for departmental supplies. The proposed project would pay into the General Fund, which would fund services for the LASD. Impacts would be less than significant.

c) Schools?

Less Than Significant Impact. The proposed project would result in the construction of 207 dwelling units. The proposed project would result in an increase of approximately 913 residents in the City of South El Monte. Potrero Elementary School and South El Monte High School in the El Monte City School District and El Monte Union High School District, respectively, would serve the proposed project. For the 2020-2021 enrollment year, Potrero Elementary School, which serves kindergarten through eighth-grade students, had an enrollment of 782 students, and South El Monte High School, which serves ninth- through twelfth-grade students, had an enrollment of 1,261 students (CDE 2021).

Table 17, *Estimated Project Student Generation*, shows the total enrollment for El Monte City School District and El Monte Union High School District and the project's estimated student generation.

¹³ These are approximate time ranges only and could be affected by traffic conditions. Response times are variable because the responding unit may be elsewhere within the station's service area and not necessarily dispatched from the station itself.

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Table 17 Estimated Project Student Generation

	Enrollment 2019-2020 ¹	Student Generation ²	Estimated Project Student Generation
El Monte City School District	7,921	0.5 ³	457
El Monte Union High School District	8,299	0.2	183
Total	16,220	0.7	640

Sources and notes:
¹ CDE 2021
² El Monte 2011.
³ Elementary school generation rate (0.4) + Middle school generation rate (0.1)

As shown on Table 17, the proposed project would generate approximately 640 students. Individual projects in the City of South El Monte would be required to pay school impact fees under Government Code Section 65995. School fees levied by school districts under Senate Bill 50 (SB 50) are defined as comprising full mitigation for a project's impacts on public schools. Therefore, impacts would be less than significant.

d) Parks?

Less Than Significant Impact. According to the Resources Element of the City's General Plan, the city has one City-owned park (Mary Van Dyke Park) and three joint-use parks (New Temple Park, Dean Shively Park/School, and Potrero School), which totals to 636 acres. Whittier Narrows Regional Park is a 1,092-acre County-operated park that is south of the city. The City's goal is to provide a ratio of approximately 2 acres of parkland per 1,000 city residents, according to the Resources Element of the General Plan. Including Whittier Narrows Regional Park, the city has approximately 1,728 acres of parkland (South El Monte 2000).

The City currently requires 42.4 acres to meet the demand for parklands for the existing population of 21,204 residents. With the existing 636 acres of parkland, the City exceeds the minimum standard by approximately 594 acres. Using the City's parkland ratio of 2 acres of parkland per 1,000 residents, the proposed project would create a demand for 1.83 acres of parkland. With the implementation of the proposed project, the City's minimum parkland standard would be exceeded by 591 acres.

Additionally, Section 16.36.015, Park Land Dedications and Fees, of the South El Monte Municipal Code, requires that every person who constructs dwelling units or subdivides land for residential purposes pay a fee or dedicate land for parks. The proposed project would provide 140,080 square feet of landscaped areas, and the proposed Specific Plan provides landscape and open space guidelines. As indicated in the Specific Plan, the recreational center would include a pool and recreation building, open lawn area, and a community recreation area. Therefore, project implementation would result in a less than significant impact because the City exceeds the minimum standard for parkland, and the applicant would be required to pay parkland dedication fees.

e) Other public facilities?

Less Than Significant Impact. The only library in the City of South El Monte, South El Monte Library, is approximately 1.2 miles southeast of the project site. It is part of the Los Angeles County Library system that serves 49 of the 88 cities. The Los Angeles County Library guidelines recommend a minimum of 0.5 square foot per capita (Los Angeles County 2014). The South El Monte Library is 6,416 square feet (Los Angeles

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County 2021). With the existing population of 21,204, there would be a need for 10,602 square feet of library space. Therefore, there is currently a deficiency of 4,186 square feet in library space.

Based on the recommended standard, the 913 residents of the project would generate the need for 456 square feet of library space, which would increase the existing deficiency to 4,642 square feet. The Los Angeles County Library also provides a wide range of electronic and digitized resources that do not require physical library space.

The LA County Library is a special fund department under the jurisdiction of the County Board of Supervisors. It is financed primarily by a dedicated share of property tax from the service areas, with other revenues including general fund contribution, a parcel tax, grants, and fees. The proposed project would generate its proportionate share of library funding through these mechanisms, and therefore, would not result in a significant impact.

3.17 RECREATION

Issues	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?			X	
b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?			X	

- a) **Would the project increase the use of existing neighborhood and regional parks or other recreational facilities, such that substantial physical deterioration of the facility would occur or be accelerated?**

Less Than Significant Impact. Project development would create a demand for 1.83 acres of park space in the City of South El Monte. However, as substantiated above, the City of South El Monte would exceed the minimum parkland standard by 591 acres with project implementation. The Mary Van Dyke park is approximately 0.9 mile southeast of the site. The proposed project would include 140,080 square feet of landscaped areas. Additionally, the proposed Specific Plan would provide guidelines for landscape and open space. The recreation center would include various features, including but not limited to a pool and recreation building, open-play lawn, and community recreation area. Therefore, the proposed project would have a less than significant impact on neighborhood and regional parks and other recreational facilities in the City.

- b) **Does the project include recreational facilities or require the construction or expansion of recreational facilities, which might have an adverse physical effect on the environment?**

Less Than Significant Impact. The proposed project would include approximately 140,080 square feet of landscaped areas, and would include recreational facilities. The construction associated with landscaped areas

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and recreational facilities are included as part of the project site's development. The construction or expansion of such areas would not result in an adverse physical effect on the environment beyond those analyzed for the overall development of the project in this Initial Study/Mitigated Negative Declaration. Therefore, impacts would be less than significant.

3.18 TRIBAL CULTURAL RESOURCES

The analysis in this section is based in part on the following technical study:

- *Cultural and Paleontological Resources Assessment for the Starlite Residential Project*, Cogstone, May 2021 (Appendix C-a)

Issues	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code § 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:				
i) Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k), or			X	
ii) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code § 5024.1. In applying the criteria set forth in subdivision (c) of Public Resource Code § 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.		X		

a) **Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:**

i) **Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k), or**

Less Than Significant Impact. As stated in Section 3.5(a), the Starlite Drive-in sign is eligible for listing under CRHR Criteria 1 and 3. However, the sign is not attributed to Native American tribes, and therefore, impacts would be less than significant.

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- ii) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resource Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.

No Impact. Less Than Significant Impact. Less Than Significant Impact With Mitigation Incorporated. A Sacred Lands File (SLF) search was requested from the Native American Heritage Commission on February 12, 2021, and it indicated that there are sacred lands or resources known within the project area (Cogstone 2021, Appendix C-a). The NAHC recommended that eight representatives from local Native American tribes be contacted for further information. In accordance with SB 18 and AB 52, the City informed the tribes of the proposed project, and consulted with the Gabrieleno Band of Mission Indians–Kizh Nation on June 3, 2021. The tribe requested mitigation to reduce potential impacts to tribal cultural resources. Since the proposed project would require ground-disturbing activities, Mitigation Measure TCR-1 through Mitigation Measure TCR-3 would be implemented to ensure potential impacts to tribal cultural resources are reduced to a less than significant level.

Mitigation Measures

TCR-1 Retain a Native American Monitor Prior to Commencement of Ground-Disturbing Activities.

- The project applicant/lead agency shall retain a Native American monitor from (or approved by) the Gabrieleno Band of Mission Indians – Kizh Nation (the “Kizh” or the “Tribe”) - the direct lineal descendants of the project location. The monitor shall be retained prior to the commencement of any “ground-disturbing activity” for the subject project, at all project locations (i.e., both on-site and any off-site locations that are included in the project description/definition and/or required in connection with the project, such as public improvement work). “Ground-disturbing activity” includes, but is not limited to, pavement removal, potholing, auguring, grubbing, tree removal, boring, grading, excavation, drilling, and trenching.
- A copy of the executed monitoring agreement shall be provided to the lead agency prior to the earlier of the commencement of any ground-disturbing activity for the project, or the issuance of any permit necessary to commence a ground-disturbing activity.
- The project applicant/developer shall provide the Tribe with a minimum of 30 days advance written notice of the commencement of any project ground-disturbing activity so that the Tribe has sufficient time to secure and schedule a monitor for the project.
- The project applicant/developer shall hold at least one (1) pre-construction sensitivity/educational meeting prior to the commencement of any ground-disturbing activities, where at a senior member of the Tribe will inform and educate the project’s construction and managerial crew and staff members (including any project subcontractors and consultants) about the TCR mitigation measures and compliance

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obligations, as well as places of significance located on the project site (if any), the appearance of potential TCRs, and other informational and operational guidance to aid in the project's compliance with the TCR mitigation measures.

- The monitor will complete daily monitoring logs that will provide descriptions of the relevant ground-disturbing activities, the type of construction activities performed, locations of ground-disturbing activities, soil types, cultural-related materials, and any other facts, conditions, materials, or discoveries of significance to the Tribe. Monitor logs will identify and describe any discovered TCRs, including but not limited to, Native American cultural and historical artifacts, remains, places of significance, etc., (collectively, tribal cultural resources, or "TCR"), as well as any discovered Native American (ancestral) human remains and burial goods. Copies of monitor logs will be provided to the project applicant/lead agency upon written request.
- Native American monitoring for the project shall conclude upon the latter of the following: (1) written confirmation from a designated project point of contact to the Tribe that all ground-disturbing activities and all phases that may involve ground-disturbing activities on the project site and at any off-site project location are complete; or (2) written notice by the Tribe to the project applicant/lead agency that no future, planned construction activity and/or development/construction phase (known by the Tribe at that time) at the project site and at any off-site project location possesses the potential to impact TCRs.

TCR-2

Discovery of TCRs, Human Remains, and/or Grave Goods.

- Upon the discovery of a TCR, all construction activities in the immediate vicinity of the discovery (i.e., not less than the surrounding 50 feet) shall cease. The Tribe shall be immediately informed of the discovery, and a Kizh monitor and/or Kizh archaeologist will promptly report to the location of the discovery to evaluate the TCR and advise the project manager regarding the matter, protocol, and any mitigating requirements. No project construction activities shall resume in the surrounding 50 feet of the discovered TCR unless and until the Tribe has completed its assessment/evaluation/recovery of the discovered TCR and surveyed the surrounding area.
- The Tribe will recover and retain all discovered TCRs in the form and/or manner the Tribe deems appropriate in its sole discretion, and for any purpose the Tribe deems appropriate, including but not limited to, educational, cultural and/or historic purposes.
- If Native American human remains and/or grave goods are discovered or recognized on the project site or at any off-site project location, then all construction activities shall immediately cease. Native American "human remains" are defined to include "an inhumation or cremation, and in any state of decomposition or skeletal completeness." (Pub. Res. Code § 5097.98 (d)(1).) Funerary objects, referred to as "associated grave goods," shall be treated in the same manner and with the same dignity and respect as human remains. (Pub. Res. Code § 5097.98 (a), d)(1) and (2).)

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- Any discoveries of human skeletal material or human remains shall be immediately reported to the County Coroner (Health & Safety Code § 7050.5(c); 14 Cal. Code Regs. § 15064.5(e)(1)(B)), and all ground-disturbing project ground-disturbing activities on site and in any other area where the presence of human remains and/or grave goods are suspected to be present, shall immediately halt and remain halted until the coroner has determined the nature of the remains. (14 Cal. Code Regs. §15064.5(e).) If the coroner recognizes the human remains to be those of a Native American or has reason to believe they are Native American, he or she shall contact, within 24 hours, the Native American Heritage Commission, and Public Resources Code Section 5097.98 shall be followed.
- Thereafter, construction activities may resume in other parts of the project site at a minimum of 200 feet away from discovered human remains and/or grave goods, if the Tribe determines in its sole discretion that resuming construction activities at that distance is acceptable and provides the project manager express consent of that determination (along with any other mitigation measures the Tribal monitor and/or archaeologist deems necessary). (14 Cal. Code Regs. § 15064.5(f).)
- Preservation in place (i.e., avoidance) is the preferred manner of treatment for discovered human remains and/or grave goods.
- Any historic archaeological material that is not Native American in origin (non-TCRs) shall be curated at a public, non-profit institution with a research interest in the materials, such as the Natural History Museum of Los Angeles County or the Fowler Museum, if such an institution agrees to accept the material. If no institution accepts the archaeological material, it shall be offered to a local school or historical society in the area for educational purposes.
- Any discovery of human remains and/or grave goods discovered and/or recovered shall be kept confidential to prevent further disturbance.

TCR-3

Procedures for Burials, Funerary Remains, and Grave Goods.

- As the Most Likely Descendant (“MLD”), the Koo-nas-gna Burial Policy shall be implemented for all discovered Native American human remains and/or grave goods. Tribal Traditions include, but are not limited to, the preparation of the soil for burial, the burial of funerary objects and/or the deceased, and the ceremonial burning of human remains.
- If the discovery of human remains includes four (4) or more burials, the discovery location shall be treated as a cemetery and a separate treatment plan shall be created.
- The prepared soil and cremation soils are to be treated in the same manner as bone fragments that remain intact. Associated “grave goods” (aka, burial goods or funerary objects) are objects that, as part of the death rite or ceremony of a culture, are reasonably believed to have been placed with individual human remains either at the time of death or later, as well as other items made exclusively for burial purposes or to contain human

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remains. Cremations will either be removed in bulk or by means necessary to ensure complete recovery of all sacred materials.

- In the case where discovered human remains cannot be fully recovered (and documented) on the same day, the remains will be covered with muslin cloth and a steel plate that can be moved by heavy equipment placed over the excavation opening to protect the remains. If this type of steel plate is not available, a 24-hour guard should be posted outside of working hours. The Tribe will make every effort to divert the project while keeping the remains in situ and protected. If the project cannot be diverted, it may be determined that burials will be removed.
- In the event preservation in place is not possible despite good faith efforts by the project applicant/developer and/or landowner, before ground-disturbing activities may resume on the project site, the landowner shall arrange a designated site location within the footprint of the project for the respectful reburial of the human remains and/or ceremonial objects. The site of reburial/repatriation shall be agreed upon by the Tribe and the landowner, and shall be protected in perpetuity.
- Each occurrence of human remains and associated grave goods will be stored using opaque cloth bags. All human remains, grave goods, funerary objects, sacred objects and objects of cultural patrimony will be removed to a secure container on site if possible. These items will be retained and shall be reburied within six months of recovery.
- The Tribe will work closely with the project's qualified archaeologist to ensure that the excavation is treated carefully, ethically and respectfully. If data recovery is approved by the Tribe, documentation shall be prepared and shall include (at a minimum) detailed descriptive notes and sketches. All data recovery data recovery-related forms of documentation shall be approved in advance by the Tribe. If any data recovery is performed, once complete, a final report shall be submitted to the Tribe and the NAHC. The Tribe does NOT authorize any scientific study or the utilization of any invasive and/or destructive diagnostics on human remains.

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3.19 UTILITIES AND SERVICE SYSTEMS

Would the project:

Issues	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Require or result in the relocation or construction of new or expanded water, wastewater treatment or storm water drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?			X	
b) Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years?			X	
c) Result in a determination by the waste water treatment provider, which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?			X	
d) Generate solid waste in excess of state or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?			X	
e) Comply with federal, state, and local management and reduction statutes and regulations related to solid waste?				X

- b) Require or result in the relocation or construction of new or expanded water, wastewater treatment or storm water drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?**

Less Than Significant Impact. Following is a discussion of the proposed project's potential impacts on water facilities, wastewater treatment, stormwater drainage, electric power infrastructure, natural gas facilities, and telecommunications infrastructure. The proposed project would replace the recently closed swap meet and includes one single-family home in the northeast corner of the site. Therefore, the existing water demand, wastewater disposal need, solid waste generation, and electricity and natural gas consumption are negligible.

Water Supply Facilities

The SGVWC would provide potable water to the project site. SGVWC's current service area covers approximately 45 square miles, which includes all or portions of the cities of Arcadia, Baldwin Park, El Monte, Industry, Irwindale, La Puente, Montebello, Monterey Park, Pico Rivera, Rosemead, San Gabriel, Santa Fe Springs, South El Monte, West Covina, and Whittier and unincorporated areas of Los Angeles County including Hacienda Heights and South San Gabriel. The water company's main water supply source is groundwater from the Main San Gabriel Basin (Main Basin). Other sources include groundwater from the Coastal Plain of Los Angeles Central Basin, recycled water, and imported treated water from the MWD. Groundwater from the Main Basin has historically accounted for approximately 90.0 percent of SGVWC's water supply. Since 2007 the use of recycled water has averaged about 6.0 percent of water supplies, decreasing the need for groundwater from

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the Central Basin and eliminating the need for water supplies from MWD. MWD supplies are still available to SGVWC as an emergency water supply source if needed (SGVWC 2017).

SGVWC pumps groundwater from the Main Basin from 30 active wells that have a combined capacity of about 57,300 gallons per minute (gpm). Additionally, the water company pumps groundwater from the Central Basin from three active wells with a combined capacity of about 6,700 gpm. Furthermore, the water company provides recycled water for nonpotable irrigation use. Recycled water supply is produced by the Sanitation Districts of Los Angeles County's San Jose Creek Water Reclamation Plant and Whittier Narrows Water Reclamation Plant. Recycled water deliveries averaged approximately 2,200 afy from 2011 to 2015. SGVWC can also supply up to 6,735 gpm from MWD's Middle Feeder. The water company has not experienced water supply constraints or deficiencies and groundwater supplies are managed based on adjudications. The 2015 Urban Water Management Plan indicates that water demands can be met during normal, single dry, and multiple dry years over the next 20 years.

Water demand estimates for the proposed project are included in Table 18, *Proposed Project Water Demands*. As shown in the table, the proposed project would require approximately 42,964 gallons per day (48.1 afy) of potable water.

Table 18 Proposed Project Water Demands

Land Use	Dwelling Units/ Square Footage	Generation Rate	Total (gpd)
Multifamily Residential	207du	172 gpd/du ¹	35,604
Pool	9,000 SF	0.01 gpd/SF	894
Landscaping	146,927 SF ²	—	6,466 ³
Total	—	—	42,964

Source: LACSD 2019; DWR 2017; Forma 2021; CAPCOA 2017.

Notes: gpd = gallons per day, SF = square feet, du = dwelling units

¹ LACSD provides loading rates for wastewater for specific land uses. It is assumed that wastewater generation is 90.0 percent of indoor water use. The wastewater generation rate for residential developments with five units or more is 156 gpd/dwelling unit.

² The landscaped area is assumed to be the sum of the square footage for private enclosed yards and the square footage for the common open space landscaped areas.

³ Water use for landscaping is based on the California Department of Water Resources' Water Budget Workbook for New and Rehabilitated Residential Landscapes. Precipitation for the City of Los Angeles was used.

SGVWC's water demand for the year 2020 was approximately 35,100 afy which is projected to increase to approximately 45,450 in the year 2040. The proposed project's annual water demand accounts for approximately 0.1 percent of SGVWC's current annual demand, which is minimal in comparison the water company's total demand. Furthermore, SGVWC estimates that it will have sufficient water supplies to meet proposed growth for normal, single-dry, and multiple-dry years. Therefore, the proposed project development would not require the construction of new or expanded water supply or treatment facilities. Impacts would be less than significant, and no mitigation measures are necessary.

Wastewater Treatment Facilities

Wastewater generated by the land uses in the City is treated by LACSD. Wastewater is collected within the City's local sewer collection system. The City's local sewers tie into one of LACSD's regional trunk sewers. Wastewater

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from the City's service area is collected and treated at the Whittier Narrows Water Reclamation Plant (WNWRP). The WNWRP is a tertiary wastewater treatment plant located at 301 North Rosemead Boulevard, El Monte, and currently receives wastewater from Alhambra, Arcadia, Azusa, Bradbury, City of Industry, Duarte, El Monte, Glendale, Irwindale, La Cañada Flintridge, Los Angeles, Monrovia, Monterey Park, Pasadena, Rosemead, San Gabriel, San Marino, Sierra Madre, South El Monte, South Pasadena, and Temple City. The plant has a design capacity of 15 million gallons per day (mgd) (LARWQCB 2014).

The amount of wastewater that would be generated by the proposed project is conservatively assumed to be 34,673 gpd. This value is calculated by adding the indoor water use to the water demand for the outdoor pool and multiplying by 95.0 percent to account for system losses. The amount of wastewater that would be generated is less than 1.0 percent of the WNWRP's treatment capacity. Therefore, the proposed project would not require the construction of new or expanded wastewater treatment facilities. Impacts would be less than significant, and no mitigation measures are necessary.

Stormwater Drainage Facilities

See response to Section 3.10.c.iii. As substantiated in this section, impacts would be less than significant, and no mitigation measures are necessary.

Electricity Facilities

Electrical needs for the project site would be provided by SCE via existing infrastructure in the immediate area of the project site. SCE obtains electricity from conventional and renewable sources. The proposed project would have a total annual electricity demand of 1,577,002 kWh (see Appendix B).

Total mid-electricity consumption in SCE's service area is forecast to increase by approximately 10,000 GWh between 2018 and 2030 (CEC 2018). SCE forecasts that it will have sufficient electricity supplies to meet demands in its service area; and the electricity demand due to the project is within the forecast increase in SCE's electricity demands. Project development would not require SCE to obtain new or expanded electricity supplies.

Additionally, the proposed project would be designed using green building practices, including those of the most current Building Energy Efficiency Standards (Title 24, California Code of Regulations, Part 6) and California Green Building Standards Code (CALGreen: Title 24, California Code of Regulations, Part 11). Both standards contain energy efficiency requirements for newly constructed buildings.

Therefore, impacts would be less than significant, and no mitigation measures are necessary.

Natural Gas Facilities

Natural gas needs to the project site would be provided by the Southern California Gas Company (SoCalGas) via existing infrastructure in the immediate area of the project site. The proposed project would have a total annual natural gas demand of 4,954,623 kBTU (see Appendix B).

SoCalGas' service area spans much of the southern half of California, from Imperial County on the southeast to San Luis Obispo County on the northwest, to part of Fresno County on the north, to Riverside County and

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most of San Bernardino County on the east (CEC 2016). Total natural gas supplies available to SoCalGas are forecast to remain at 3,175 million cubic feet per day (MMCF/day) from 2020 through 2022, then increase to 3,435 MMCF/day from 2024 to 2035. Total natural gas consumption in SoCalGas's service area is forecast to decline slightly from 2,462 MMCF/day in 2020 to 2,103 MMCF/day in 2035 (CGEU 2018).

SoCalGas projects that it will have sufficient supplies to meet the demands in its service area. Therefore, the proposed project's natural gas demand is within SoCalGas's forecast increase, and the proposed project would not require SoCalGas to obtain new or expanded natural gas supplies. Impacts would be less than significant, and no mitigation measures are necessary.

Telecommunication Facilities

The proposed project would include on-site connections to telecommunication services. The construction-related impacts associated with these improvements are analyzed throughout this Initial Study as part of project development. Impacts would be less than significant, and no mitigation measures are necessary.

c) Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years?

Less Than Significant Impact. SGVWC has adequate water supplies to meet project water demands, as substantiated above in Section 3.19.a.

The proposed project's landscaping would be installed and maintained in compliance with Chapter 17.25, Water Efficient Landscaping, of the South El Monte Municipal Code, which sets landscape design standards for water conservation. The proposed project would also implement the requirements of Chapter 8.46, Water Conservation. The purpose of this chapter is to establish water conservation measures, ensure reasonable and beneficial use of water, prevent waste of water, and maximize the efficient use of water in South El Monte to avoid and minimize the effects of drought on city residents and businesses.

Furthermore, development of the proposed project would be required to comply with the provisions of CALGreen, which contains requirements for indoor water use reduction and site irrigation conservation. Specifically, project development would be required to adhere to mandatory residential measures in Division 4.3, Water Efficiency and Conservation, of CALGreen, including Sections 4.303, Indoor Water Use, and 4.304, Outdoor Water Use.

Based on the preceding, there are adequate water supplies to meet the water demands of the proposed project, and project development would not require SGVWC to obtain new or expanded water supplies. Therefore, impacts on water supplies due to project development would be less than significant, and no mitigation measures are necessary.

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- d) Result in a determination by the wastewater treatment provider, which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?

Less Than Significant Impact. As substantiated in Section 3.19.a, there is existing wastewater treatment capacity in the region for estimated project wastewater generation. Project development would not require construction of new or expanded wastewater treatment facilities. Therefore, impacts would be less than significant, and no mitigation measures are necessary.

- e) Generate solid waste in excess of state or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?

Less Than Significant Impact. Athens Services hauls residential solid waste from South El Monte. In 2019, approximately 61.0 percent of the municipal solid waste landfilled from South El Monte was disposed of at the Mid-Valley Sanitary Landfill. The San Timoteo Sanitary Landfill received 20.0 percent of the waste in the same year (CalRecycle 2019a). Capacity and disposal data for these two landfills are shown in Table 19, *Landfill Capacity*. As shown in the table, the landfills have a combined residual capacity of 4,860 tons per day.

Table 19 Landfill Capacity

Landfill	Current Remaining Capacity (tons) ¹	Maximum Daily Disposal Capacity (tons/day)	Average Daily Disposal, 2017 (tons) ²	Residual Daily Disposal Capacity (tons)	Estimated Close Date
Mid-Valley Sanitary Landfill	61,219,377	7,500	3,718	3,782	2045
San Timoteo Sanitary Landfill	12,360,396	2,000	922	1,078	2039
Total	73,579,773	9,500	4,640	4,860	NA

Sources: CalRecycle 2019b, 2019c, 2019d.

¹ A Volume-to-Weight conversion rate of 2,000 lbs/cubic yard (1 ton/cubic yard) for "Compacted - MSW Large Landfill with Best Management Practices" is used as per CalRecycle's 2016 Volume-to-Weight Conversion Factors https://www.epa.gov/sites/production/files/201604/documents/volume_to_weight_conversion_factors_memorandum_04192016_508fml.pdf.

² Average daily disposal is calculated based on 300 operating days per year. The two facilities are open six days per week, Monday through Saturday, except certain holidays.

The proposed project is estimated to generate approximately 1,772 pounds (or 0.89 ton) of solid waste per day, as shown in Table 20, *Proposed Project Solid Waste Generation*.

Table 20 Proposed Project Solid Waste Generation

Land Use	Dwelling Unit	Generation Rate (lbs/dwelling unit/day)	Total (lbs/day)
Residential Use	207	8.6	1,780

Source: CalRecycle 2019e.

Notes: ppd = pounds per day

As demonstrated in Tables 19 and 20, the total amount of solid waste expected to be generated by the proposed project would be minimal compared to the residual daily disposal capacity of the two main landfills serving the city.

3. Environmental Analysis

Furthermore, substantial reductions in solid waste from construction materials can be achieved through recycling, reuse, and diversion programs. CALGreen Section 4.408 requires diversion of 65.0 percent of nonhazardous construction and demolition waste through recycling, reuse, and diversion programs. Chapter 13.12, Article X, Recycling of Construction and Demolition Debris, of the City's municipal code requires that construction contractors develop and submit a plan to recycle and salvage the projected construction and demolition debris prior to receiving a permit from the city for any construction activities.

Based on the preceding, impacts on landfill capacity would be less than significant, and no mitigation measures are necessary.

f) Comply with federal, state, and local management and reduction statutes and regulations related to solid waste?

No Impact. See response to section 3.19.d, above.

Additionally, the following federal, State, and local laws and regulations govern solid waste disposal:

- USEPA's Resource Conservation and Recovery Act of 1976 and the Solid Waste Disposal Act of 1965, which govern solid waste disposal.
- Assembly Bill (AB) 341 (Chapter 476, Statutes of 2011) which increases the statewide waste diversion goal to 75.0 percent by 2020, and mandates recycling for commercial and multifamily residential land uses.
- AB 939 (Integrated Solid Waste Management Act of 1989; Public Resources Code 40050 et seq.), which required every California city and county to divert 50.0 percent of its waste from landfills by the year 2000 by such means as recycling, source reduction, and composting. In addition, AB 939 required each county to prepare a countywide siting element specifying areas for transformation or disposal sites to provide capacity for solid waste generated in the county that cannot be reduced or recycled for a 15-year period.
- AB 1327 (California Solid Waste Reuse and Recycling Access Act of 1991), which requires local agencies to adopt ordinances mandating the use of recyclable materials in development projects.

Project-related construction and operation phases would be implemented in accordance with all applicable federal, State, and local laws and regulations that govern solid waste disposal. Therefore, no impact would occur and no mitigation measures are necessary.

3. Environmental Analysis

3.20 WILDFIRE

If located in or near state responsibility areas or lands classified as very high fire hazard severity zones (FHSZ), would the project:

Issues	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Substantially impair an adopted emergency response plan or emergency evacuation plan?			X	
b) Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?			X	
c) Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?			X	
d) Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?			X	

a) Substantially impair an adopted emergency response plan or emergency evacuation plan?

Less Than Significant Impact. The proposed project would not conflict with adopted emergency response or evacuation plans. The surrounding roadways would continue to provide emergency access to the project area and surrounding properties during construction and postconstruction. An additional entry would be created off of Chico Avenue and would provide access to the site from the eastern boundary. The proposed project would not result in inadequate emergency access, and impacts to adopted emergency response and evacuation plans are less than significant.

b) Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?

Less Than Significant Impact. There are three primary factors used in assessing wildfire hazards—topography, weather, and fuel. The project site is relatively flat and is in an urbanized environment. The proposed project would not impact weather or topography. At project completion, the project site would consist of 207 dwelling units (408,104 square feet), and 140,080 square feet of landscaped areas. According to CAL FIRE's Fire and Resource Assessment Program, the project area is not in a Very High FHSZ (CAL FIRE 2021). Therefore, impacts of exposing project occupants to pollutant concentrations from or exacerbating a wildfire would be less than significant.

3. Environmental Analysis

- c) **Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?**

Less Than Significant Impact. The proposed project would require utility connections and new infrastructure for electricity, natural gas, telecommunications, and cable service. As indicated above, the project site is not in a very high FHSZ. The project site is in a highly urbanized part of the city; the proposed project would not add infrastructure such as roads or overhead power lines in areas with wildland vegetation. Therefore, impacts of exacerbating fire risks on the environment would be less than significant.

- d) **Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?**

Less Than Significant Impact. The project site is relatively flat. The project site is not in an area designated as having a potential for landslides and is not in a 100-year flood hazard zone (FEMA 2008). Therefore, it is unlikely that the site would be susceptible to downslope or downstream flooding or landslides as a result of post-fire slope instability. The project site is not in a very high FHSZ. Impacts would be less than significant.

3.21 MANDATORY FINDINGS OF SIGNIFICANCE

Issues	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Does the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?		X		
b) Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects.)			X	
c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?			X	

- a) **Does the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially**

3. Environmental Analysis

reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?

Less Than Significant Impact With Mitigation Incorporated. The project site is in an urban setting, surrounded by development. The project site is paved and vacant except for a structure at the northeast corner of the site. Project development would not degrade the quality of the environment or reduce the population, range, or habitat of a species of fish or wildlife or a rare or endangered plant or animal species. The proposed project would impact the Starlite Drive-in sign, which is recommended individually eligible for listing in CRHR under Criterion 3. With the implementation of Mitigation Measures CUL-1, CUL-2, and CUL-3, impacts to historical resources would be reduced to less than significant.

- b) Does the project have impacts that are individually limited, but cumulatively considerable? (“Cumulatively considerable” means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects.)**

Less Than Significant Impact. The proposed project would consist of the construction of 207 dwelling units on the project site. As the proposed project would be within the SCAG growth forecasts for the city, the proposed project would not result in cumulative impacts.

- c) Does the project have environmental effects, which will cause substantial adverse effects on human beings, either directly or indirectly?**

Less Than Significant Impact. The proposed project would increase the number of dwelling units in the City by 207 units. As demonstrated in this Initial Study, the proposed project would not substantially increase environmental effects that would directly or indirectly affect human beings. Impacts would be less than significant.

3. Environmental Analysis

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ATTACHMENT E

Appendices for the Initial Study/Negative Declaration

Can be Viewed in the City Clerk's Office and
Arrangements Can be Made for Such Documents to be
Provided in an Electronic Format



City Council Agenda Report

Agenda Item No. 8.b.

DATE: April 12, 2022

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

SUBMITTED BY: Colby Cataldi, Community Development Director

SUBJECT: CONSIDERATION OF RESOLUTION NO. 22-26, APPROVING AN APPLICATION FOR CONDITIONAL USE PERMIT (CUP NO. 21-11) ALLOWING FOR A TYPE 47 LICENSE FOR ON-SALE OF BEER, WINE, AND DISTILLED SPIRITS IN CONJUNCTION WITH A BONA FIDE EATING ESTABLISHMENT IN A RESTAURANT EXPANSION AND OPERATING LIVE ENTERTAINMENT AT 2327 ROSEMEAD BOULEVARD AND OPERATING AS MARISCOS SAN ISIDRO

SUMMARY: The applicant, Edwardo Guzman ("Applicant"), is applying to expand an existing restaurant (2,638 sq. ft), upgrade Type 41 on-sale beer and wine license to a Type 47 on-sale general alcohol use, and to allow for live entertainment ("Project") at 2327 Rosemead Boulevard, South El Monte, California 91733 ("Property"). The Property consists of one parcel having an area of approximately 30,615 square feet (0.7 acres) and three other existing buildings consisting of a non-conforming house, a commercial unit, and a muffler shop. On April 15, 1993, the Planning Commission approved a Conditional Use Permit to allow for a Type 41 on-sale beer and wine license in conjunction with a restaurant. The restaurant under current ownership has been operating at this location since 1998, with the original 784 square feet building constructed in 1938, and then expanded to the current size of 2,638 sq. ft.

RECOMMENDED ACTION: Staff recommends City Council:

1. Conduct a public hearing;
2. Take public testimony; and
3. Adopt Resolution No. 22-26, approving the decision of the Planning Commission to approve CUP 21-07.

FISCAL IMPACT: No fiscal impact.

DISCUSSION: Council Review

Two members of the City Council requested a review on March 17, 2022. As such, the

Council must conduct a de novo public hearing and then may: affirm, reverse or modify the commission's decision; remand the matter back to the commission; or continue the matter.

Conditional Use Permit (CUP)

In order to grant a CUP, the Commission must make the following finding pursuant to South El Monte Municipal Code ("SEMMC") Section 17.68.040:

The commission shall find that the proposed use shall not be detrimental to persons or properties in the immediate vicinity nor to the city in general.

The parcels directly surrounding the Property are developed as commercial or industrial, with a non-conforming house. The requested operating hours of the business are from 9:00 a.m. to 2:00 a.m. on Fridays through Sundays and from 9:00 a.m. until 12:00 a.m. on Mondays through Thursdays. The Sheriff's Department had comments requesting that the hours of operation not be extended past what they currently are, which currently are 9:00 a.m. to 10:00 p.m. on Mondays through Thursdays, and 9:00 a.m. to 1:30 a.m. Fridays through Sundays.

Staff believes the approval of the CUP will not be detrimental to persons or properties in the immediate vicinity, nor to the City in general, because of the conditions of approval in the resolution, also since many of (if not all) the surrounding parcels are being utilized as commercial or industrial properties. Condition #38 has been added to bring the Applicant before Planning Commission in September 2022, to conduct a review of the business' operations in order to verify that the business has been adhering to the imposed conditions. If, for any reason, violations of law occur including violations of the South El Monte Municipal Code (SEMMC) or violations of conditions of approval, the Planning Commission can agendize the CUP for further review and potential modification or revocation.

Proposed Project

The Applicant would like to enhance the existing restaurant by providing beer, wine, and distilled spirits (ABC License TYPE 47) as a secondary use to the primary restaurant use. The expansion of the restaurant is proposed as well, along with conducting large renovations to the existing restaurant.

In addition to the alcohol license and restaurant expansion, the applicant is seeking authorization to provide live entertainment at the Property. The live entertainment permit would allow for the restaurant to enhance the dining experience with karaoke and mariachis. Live entertainment would only be allowed to take place on Fridays through Sundays.

On days when live entertainment is being performed (Fridays through Sundays from 6:00 p.m. to 1:00 a.m.), security guards will be required to be present on the premises, with three being positioned inside the restaurant and one stationed in the parking lot. On Monday through Wednesday, two security guards will be required to be present, with one monitoring the parking lot and one stationed inside. Condition #12 will include these requirements for the Project. Also, the Applicant has stated that on the days when live entertainment is being performed, a valet will be provided at the Property.

Parking Requirements and Landscaping

Per SEMMC Section 17.60.020, one parking stall is required for every four seats in a

restaurant with an additional 10% required for employees, one stall for every 750 square feet for manufacturing uses, and one stall for every 300 square feet of retail space. A total of 32 parking stalls are required for the restaurant, with another five parking stalls required for the ancillary use on the property, bringing the total of required parking to 37 stalls. The Applicant is proposing a total of 52 parking stalls within the Property which satisfies the requirements.

The Project proposes to utilize the street frontage for landscaping, as well as the interior parking lot area that will contain a total of 3,416 sq. ft. which comes out to 11% landscaping, with 5% being required.

Floor Plan

The Applicant is proposing a mix of tables, booths, and bar seating that comes out to four booths that can sit twenty-four persons, a bar that can seat eight, and tables that can seat eighty-four. The rest of the proposed floor plan is taken up by restrooms, office, storage, and wait staff stations.

Code Enforcement and Sheriff Review

Code Enforcement has had to respond to the property many times in the past ranging from 2017 with illegal construction being observed, as well as an illegal concert being hosted on the property which had to be shut down. The last response was in July 2020 when a noise complaint was issued that the business was operating with live entertainment without a license. Also, as stated above, the Sheriff's Department has requested no expansion of operating hours in order to prevent an increase in calls to the Property. Condition #11 has been created to deal with noise issues.

On-Sale Alcohol

The Applicant would like to enhance the restaurant by continue to provide beer and wine, and adding the sale of distilled spirits. The sale of beer, wine, and spirits is a secondary use to the primary use, which is the restaurant. The on-sale license will allow the restaurant's customers the opportunity to purchase beer, wine, or distilled spirits with meals. Beer, wine, and distilled spirits will be served by a waiter or waitresses in the dining area, or at the bar area that is being proposed. Since there is an existing ABC license on the Property for the sale of beer and wine, there will be no increase in concentration of ABC licenses.

Staff Report Prepared by: Ian McAleese, Assistant Planner

ATTACHMENT(S):

- A. Planning Commission Approved Resolution No. 21-11
- B. Relevant Code Sections
- C. Vicinity Map/Aerials
- D. Project Plans
- E. Resolution No. 22-26

Attachment A

PLANNING COMMISSION

RESOLUTION NO. 21-11

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF SOUTH EL MONTE APPROVING CONDITIONAL USE PERMIT NO. 21-11, ALLOWING LIVE ENTERTAINMENT ALONG WITH THE ON-SALE GENERAL WITH A BONA FIDE EATING ESTABLISHMENT (TYPE 47 ABC LICENSE) IN A NEWLY EXPANDED SERVICE AREA IN CONJUNCTION WITH A SIT-DOWN RESTAURANT LOCATED AT 2327 ROSEMEAD BOULEVARD OPERATING AS MARISCOS SAN ISIDRO

WHEREAS, Eduardo Guzman (“Applicant”), filed an application for a Conditional Use Permit (“CUP”) to sell beer, wine, and distilled spirits as a secondary use to a restaurant and operate live entertainment in a proposed restaurant expansion (“Project” or “proposed Project”) located at 2327 Rosemead Boulevard, South El Monte, CA 91733 (“Property” or “project site”); and

WHEREAS, pursuant to South El Monte Municipal Code (“SEMMC”) Sections 17.16.040(A) and 17.53.020, the Project requires Planning Commission review and approval because the Project consists of request for on-sale beer, wine and spirits in conjunction with a restaurant and request for conducting live entertainment; and

WHEREAS, Applicant currently has CUP 93-432, per Planning Commission Resolution 93-856, dated April 19, 1993 allowing for the off-sale of beer and wine in conjunction with a restaurant; and

WHEREAS, said Resolution 93-856 is hereby rescinded and superseded in its entirety by this Resolution 21-11; and

WHEREAS, a public hearing was held before the Planning Commission on March 15, 2022, to consider the application. All evidence, both written and oral, presented during said public hearing was considered by the Planning Commission in making its determination.

THE PLANNING COMMISSION OF THE CITY OF SOUTH EL MONTE HEREBY FINDS, RESOLVES, AND ORDERS AS FOLLOWS:

SECTION 1: Pursuant to Section 15301 (Class 1) of the California Environmental Quality Act (CEQA), the proposed Project is categorically exempt from environmental review and a Notice of Exemption has been prepared. The proposed Project qualifies for a Class 1 Categorical Exemption for the Project is proposed to be operated within existing facilities. The criteria is the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency’s determination. The Planning Commission finds that the Project is exempt from the provisions of CEQA. The documents and other material, which constitute the record on which this decision is based, are located in the Department of Community Development and are in the custody of the Director of Community Development.

SECTION 2: A record of the public hearing indicates the following:

A. With regard to the application for a CUP, SEMMC Section 17.68.040 requires that the Planning Commission find that the proposed use shall not be detrimental to persons or properties in the immediate vicinity nor to the City in general. State law requires that the Project be compatible with surrounding uses.

B. The General Plan Land Use designation for the Property is “Commercial-Manufacturing.” The Zoning Code designation is “C-M” (Commercial- Manufacturing).

C. The proposed Project promotes the City’s goals and objectives stated in the General Plan. No goal or policy will be impaired.

D. The operation of the restaurant with the service of beer, wine, and distilled spirits with live entertainment should not become a nuisance to surrounding properties with no expansion of operating hours. Sheriff’s Department has stated that the increase in operating hours could have a negative impact on the area by generating an increase in calls for service.

SECTION 3: Based on the record of the hearing, including all information presented at the hearing, including the Staff Report dated March 15, 2022, which is hereby incorporated into this Resolution 21-11 by reference, the Planning Commission hereby finds:

A. As conditioned, the Project meets the requirements of SEMMC Chapters 17.16 and 17.53 and will not be detrimental to the public health, safety or welfare, nor will it adversely affect property values or the present or future development of the surrounding areas. This is because the Project compatible with the surrounding uses and the Project is subject to conditions of approval which will help ensure that surrounding uses are not adversely impacted by any potential secondary impact that would affect property values or present and future developments.

B. Pursuant to SEMMC Section 17.68.040, the approval of the CUP will not be detrimental to persons or properties in the immediate vicinity nor to the City in general. This is so because the Project will be required to operate in a way that does not negatively impact the area through conditions imposed including restriction of operating hours for alcohol and live entertainment.

C. As conditioned, the Project represents a quality establishment that will be compatible with surrounding commercial and industrial uses, the surrounding area, and the goals of the City. The proposed Project will contribute to the general well-being of the City in that the Project benefits neighboring uses and will be an asset to the surrounding area, as well as to the rest of the City, by offering a use that is not common to the area additionally, generating more traffic to the area as well as increase in sales tax. As a result, approving this application will not adversely affect the General Plan or the Zoning Ordinance.

D. As conditioned, the proposed Project is consistent with the City’s General Plan. The proposed Project is compatible with the objectives, policies, general land uses, economic development and programs specified in the General Plan which includes, but is not limited to, the following goals:

Land Use Element

Goal 1.0: *Maintain a balanced mix and distribution of land uses throughout South El Monte by allowing for the expansion of a family restaurant with general alcohol sales and live entertainment as secondary uses;*

Policy 1.4: *Maintain a balanced mix and distribution of land uses throughout South El Monte” and “create opportunities for two types of commercial development: (1) commercial uses that meet the retail and service needs of the local resident and employee populations, and (2) regional-serving retail commercial businesses that capture revenues from a broader population base. This will serve the area by providing a unique sit-down restaurant with live entertainment that will cater to residents as well as bring in the surrounding population; and*

Economic Development Element

Goal 1.0: *Continue to provide opportunities for a wide range of industries to operate in South El Monte by allowing the proposed use that is not common to the City.*

SECTION 4: Based on the aforementioned findings, the Planning Commission hereby **approves** CUP (No 21-11) to operate a restaurant with on-sale beer, wine, and distilled spirits, with live entertainment as secondary uses, subject to the following conditions:

General Conditions

1. The Applicant and the business entity allowed for hereunder shall indemnify, defend and hold harmless the City, its officers, agents, employees, and volunteers from any and all claims, lawsuits or actions arising from the granting of, or the exercise of, the rights permitted by this approval, and from any and all claims or losses occurring or resulting to any person, firm, corporation or property for damage, injury, or death arising out of, or connected in anyway, with the performance of the use permitted hereby. The Applicant’s obligation to indemnify, defend, and hold harmless the City shall include, but not be limited to, paying all legal fees and costs incurred by legal counsel of the City’s choice in representing the City in connection with any such claims, losses, lawsuits or actions, and any award of damages or attorney’s fees in any such lawsuit or action.
2. The Applicant and the business entity allowed for hereunder shall execute an Affidavit of Acceptance of these conditions in the presence of a Notary Public and return the Affidavit to the Director of Community Development within ten calendar days of the date of the Planning Commission’s approval.
3. The approval shall lapse and become void if the privilege authorized is not utilized or where some form of construction pursuant to issuance of a building permit has not commenced within two years from the date of this approval.
4. Applicant and its employees, agents and contractors shall comply with all Municipal Code provisions.

Planning Conditions

5. Sales, service and consumption of beer, wine, and distilled spirits shall be permitted only between the hours of 9:00 a.m. to 9:30 p.m. Monday-Thursday, and Friday through Sunday from 9:00 a.m. until 1:00 a.m. The hours of operation shall be from 9:00 a.m. to 10:00 p.m. Monday through Thursday and 9:00 a.m. to 1:30 a.m. Friday through Sunday.
6. The sale of beer, wine, and distilled spirits for consumption off the Property is strictly prohibited.
7. The quarterly gross sales of alcoholic beverages shall not exceed the gross sales of food during the same period. The Applicant shall at all times maintain records which reflect separately the gross sales of food and the gross sales of alcoholic beverages of the licensed business. Said records shall be kept no less frequently than on a quarterly basis and shall be made available to any peace officer, Business License staff member, or Planning Division staff member on demand.
8. No pool or billiard tables may be maintained on the Property.
9. This Conditional Use Permit authorizes only live entertainment consisting of mariachi or karaoke inside of the enclosed restaurant. No dancing or similar activity in the restaurant is permitted unless a Modification to this Conditional Use Permit is approved.
10. Live entertainment and karaoke shall only be allowed three days a week on Friday through Sunday 6:00 p.m. to 1:00 a.m. with all entertainment be conducted within the fully enclosed restaurant.
11. The noise level for the karaoke shall not exceed at any time the level of noise permitted under SEMMC Section 8.20.020 to ensure that the entertainment does not become a nuisance to the City or adjacent properties.
12. A bonded security company must be employed and a total of four security guards be present during the hours that live music is being performed. On other nights when live entertainment will not take place, two security guards shall be utilized starting at 6:00 p.m.
13. Any graffiti painted or marked upon the Property or on any adjacent area under the control of the Applicant shall be removed or painted over within 24 hours of discovery or notice from the City.
14. The Property shall be maintained in a safe and clean condition and the Applicant shall ensure that no trash or litter originating from the site is deposited on neighboring properties or the public right-of-way. At the end of each business day, the Applicant shall pick up any and all litter including but not limited to large discarded items that may have collected in the Property's parking area and public right-of-way.
15. No beer, wine, or distilled spirits shall be consumed on any property adjacent to the licensed premises under control of the licensee.

16. The sale of beer, wine, and distilled spirits shall be an ancillary service to the primary restaurant use.
17. The Applicant shall not permit any loitering on any property adjacent to the Property under control of the licensee(s).
18. At no time shall there be a fee for entrance/admittance into the Property.
19. At all times when the Property is open for business the sale and service of beer, wine, and distilled spirits shall be made only in conjunction with the sale and service of food. No alcohol shall be sold to any guest/patron who does not also purchase food.
20. There shall be no coin operated games maintained on the Property at any time.
21. Food service, with an available menu, shall be available until closing time on each day of operation.
22. The windows of the Property shall not be tinted or covered in any way, which obstructs a clear view of the interior of the Property from the exterior.
23. The employees who sell or serve alcoholic beverages shall be required to complete a training program in alcoholic beverage compliance, crime prevention techniques, and handling of violence. For new employees of licensees such training known as Responsible Beverage Service (RBS) training offered by the State Department of Alcoholic Beverage Control must be completed within 30 days of the date of hire. Those already employed shall complete training within 30 days from the date the ABC license is issued.
24. The Applicant and all operators and agents including staff and security guards shall each take all necessary steps to assure the orderly conduct of employees, patrons, and visitors when they are present on the Property.
25. The Applicant shall maintain all required permits and licenses in good standing.
26. At no time shall there be a minimum drink requirement.
27. The sale of alcoholic beverages for consumption off the Property is prohibited. Signs shall be posted at all exits of the Property, which prohibit alcohol beverages from leaving the confines of the Property.
28. Patrons shall not be allowed to bring into the location any alcoholic beverage to be consumed within the establishment.
29. There shall be no pay telephones installed within the enclosed portion of the Property equipped to receive incoming calls. There shall be no new pay phones of any kind installed on the exterior of the Property.
30. The maximum occupancy of the Property shall be prominently posted and monitored at all times.

31. The front of the exterior of the Property, as well as all adjacent parking areas under control of the Applicant, shall be illuminated at all times while the Property is open for business. This shall be done in such a fashion that persons standing outdoors at night are identifiable by law enforcement personnel while balancing the lighting so as not to unreasonably illuminate the window area of nearby businesses.
32. All crimes occurring inside or outside of the location shall be reported to the Sheriff Department at the time of the occurrence.
33. At any time when the Applicant is absent from the Property, a responsible party shall be designated who can facilitate any Sheriff inquiries.
34. In January of each year, the Applicant shall provide a list of no less than three employees who are available 24 hours a day to the Sheriff's Department Records Bureau. The list of names will be used to facilitate a Sheriff's response to the location in the event of an emergency or other problem that requires entry into the location during non-business hours.
35. A copy of the approved resolution shall be kept on the premises at all times and presented to any Sheriff, or Business License, or Planning Staff person.
36. The Applicant understands that any violation of these conditions shall be grounds for the suspension, modification or revocation of the Conditional Use Permit.
37. There shall be no exterior restaurant speakers and no live entertainment outside the restaurant (including the parking lot) unless a Temporary Use Permit (TUP) is first obtained from the City.
38. The business shall return for review before the Planning Commission on or about September 2022. The review shall include, but not be limited to, an evaluation of all operating characteristics following the implementation of these conditions. If additional impacts are identified during said review, the Operator shall be responsible for addressing such issues to the satisfaction of the Planning Commission, including the imposition of additional conditions. After said review, at the request of City Staff or the Planning Commission, the business shall return before the Planning Commission for review not more than one time per year.

Building Conditions

39. The second sheet of building plans is to list all conditions of approval and to include a copy of the Planning Commission Decision letter. This information shall be incorporated into the plans prior to the first submittal for plan check.
40. Fees shall be paid to the County of Los Angeles Sanitation District prior to issuance of the building permit.
41. Structural calculations prepared under the direction of an architect, civil engineer or structural engineer shall be provided.

42. A geotechnical and soils investigation report is required, the duties of the soils engineer of record, as indicated on the first sheet of the approved plans, shall include the following:
 - a) Observation of cleared areas and benches prepared to receive fill;
 - b) Observation of the removal of all unsuitable soils and other materials;
 - c) The approval of soils to be used as fill material;
 - d) Inspection of compaction and placement of fill;
 - e) The testing of compacted fills; and
 - f) The inspection of review of drainage devices.
43. The owner shall retain the soils engineer preparing the Preliminary Soils and/or Geotechnical Investigation accepted by the City for observation of all grading, site preparation, and compaction testing. Observation and testing shall not be performed by another soils and/or geotechnical engineer unless the subsequent soils and/or geotechnical engineer submits and has accepted by the Public Works Department, a new Preliminary Soils and/or Geotechnical Investigation.
44. A grading and drainage plan shall be approved by Engineering Division prior to issuance of the building permit. The grading and drainage plan shall indicate how all storm drainage including contributory drainage from adjacent lots is carried to the public way or drainage structure approved to receive storm water.
45. Prior submitting grading plans to Engineering Department, LID review shall be completed and approved.
46. Approval is required from the Los Angeles County Health Department for restaurants.
47. The building permit will not be issued until the property has been surveyed and the boundaries marked by a land surveyor licensed by the State of California.
48. Foundation inspection will not be made until setback on all sides of the addition has been surveyed and the location of the footings has been determined to be in accordance with the approved plans by a land surveyor licensed by the State of California. THIS NOTE IS TO BE PLACED ON THE FOUNDATION PLAN IN A PROMINENT LOCATION.
49. Separate Electrical, Plumbing and Mechanical plan check is required.
50. Plumbing fixtures shall be provided as required by the Chapter 4 of the California Plumbing Code. Additional fixtures may be required if not in compliance.
51. Project shall comply with the CalGreen Non-Residential mandatory requirements.
52. All State of California disability access regulations for accessibility shall be complied with.
53. When parking serves more than one accessible entrance, parking spaces complying with Section 11B-502 shall be dispersed and located on the shortest accessible route to the accessible entrances per Section 11B-208.3.1.

54. Angled parking spaces shall be arranged to comply with Section 11B-502.2 and 11B-502.3 where the access aisle shall extend full length of parking spaces they serve. Access aisle shall not overlap with the vehicular way.
55. Fire barrier per Section 707.3 constructed to separate A-2 occupancy from R-3 occupancy shall extend from the foundation to the underside of the highest point of existing roof sheathing of R-3 occupancy and be continuous through concealed space.
56. Fire barrier per Section 707.3 constructed to separate A-2 occupancy from R-3 occupancy shall not create inadvertent violations of building code requirements related to residential occupancy such as the natural lighting, ventilation, and emergency escape and rescue requirements.
57. An automatic sprinkler system shall be provided containing A-2 occupancies where the fire area has an occupant load of 100 or more per Section 903.2.1.2.
58. All fire sprinkler hangers must be designed, and their location approved by an engineer or an architect. Calculations must be provided indicating that the hangers are designed to carry the tributary weight of the water filled pipe plus a 250-pound point load. A plan indication this information must be stamped by the engineer or the architect and submitted for approval prior to issuance of the building permit.
59. Separate permit is required for Fire Sprinklers.

Engineering Conditions

60. The second sheet of building plans, grading plans and/or offsite improvement plans is to list all conditions of approval and to include a copy of the Planning Commission Decision letter. This information shall be incorporated into the plans prior to the first submittal for plan check.
61. A grading and drainage plan shall be approved prior to issuance of the building permit. The grading and drainage plan shall indicate how all storm drainage including contributory drainage from adjacent lots is carried to the public way or drainage structure approved to receive storm water.
62. A striping plans shall be approved prior to issuance of the building permit.
63. LID review shall be completed prior submitting grading plans for plan review. Grading plans shall be submitted including the proof of approval of LID or exemption of LID.
64. Replace existing curb ramp at the corner of Rosemead Blvd & Klingerman Ave with new curb ramp in accordance with SPPWC Standard Plan 111-5 and as directed by the City Engineer or his/her designee.
65. No portion of the driveway and/or parkway drain shall encroach to the frontage of the adjacent property.
66. Reconstruct the driveway approach in accordance with SPPWC Standard Plan 110-2, and as directed by the City Engineer or his/her designee on Rosemead Blvd.

67. Close existing driveway apron, and install necessary improvements (parkway, landscape, sidewalk, curb and gutter, any others as applicable) to match required adjacent sections, and as directed by the City Engineer or his/her designee for both Klingerman Ave & Rosemead Blvd.
68. Remove and replace broken and off grade sidewalk in accordance with SPPWC standard plan 113-2, and as directed by the City Engineer or his/her designee for both Klingerman Ave & Rosemead Blvd.
69. Protect and maintain existing street tree through the duration of the project. Existing street tree must be maintained in healthy condition through the duration of any planning and construction. Trees should be deemed healthy and in good condition upon the conclusion of any construction in order for the project to be accepted as completed by the Public Works Department.
70. Remove and replace broken and off grade curb and gutter in accordance with SPPWC Standard Plan 120-2, and as directed by the City Engineer or his/her designee for both Klingerman Ave & Rosemead Blvd.
71. Rehabilitate existing AC street pavement along the length of the property frontage to the centerline of the street as directed by the City Engineer or his/her designee: on Rosemead there are 2 lanes of concrete.
72. Underground all utility services to the property.
73. Project striping plans shall be reviewed and approved by the City Traffic Engineer, prior to the issuance of permits

SECTION 7: Any interested party may appeal this decision to the City Council pursuant to Section 17.74.050 of the South El Monte Municipal Code.

PASSED, APPROVED AND ADOPTED this 15th day of March 2022.

Chairman

ATTEST:

Secretary

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

I, Angie Hernandez, Secretary to the Planning Commission of the City of South El Monte, do hereby certify that the foregoing Resolution, being Resolution No. 21-11 was duly passed and adopted by the Planning Commission of the City of South El Monte at a regular meeting of said Commission held on the 15th day of March 2022.

AYES:

NOES:

ABSENT:

ABSTAIN:

Secretary

Attachment B

South El Monte, California Municipal Code

Title 17 ZONING

Chapter 17.16 COMMERCIAL MANUFACTURING ZONE (C-M)

17.16.010 Intent and purpose.

17.16.020 Permitted uses.

17.16.030 Principal permitted uses.

17.16.035 Residential uses.

17.16.040 Conditional uses.

17.16.050 Secondary uses.

17.16.060 Prohibited uses.

17.16.070 Property development standards—Generally.

17.16.080 Minimum lot area.

17.16.090 Maximum building coverage.

17.16.100 Minimum lot width.

17.16.110 Minimum lot depth.

17.16.120 Maximum building height.

17.16.130 Minimum yard requirements.

17.16.140 Accessory buildings.

17.16.150 Off-street parking and loading.

17.16.160 Loading docks and truck maneuvering.

17.16.170 Vehicle maintenance and repair.

17.16.180 Landscaping.

17.16.190 Fences and walls.

17.16.200 Outdoor storage and operations.

17.16.205 Outdoor display of merchandise for sale.

17.16.210 Exterior lighting facilities.

17.16.220 Refuse enclosures.

17.16.010 Intent and purpose.

The purpose of the commercial manufacturing zone, C-M, is to provide areas within the city in which general commercial and limited manufacturing uses can be co-located. Development standards are imposed in order to control the type and intensity of uses and to ensure quality of design which will enhance the area in which the use is located and which will protect adjacent and neighboring properties. (Ord. 822 §1, 1989)

17.16.020 Permitted uses.

No building or structure shall be erected, reconstructed or structurally altered or enlarged, nor shall any building, structure or land be used for any purpose except as provided in this chapter. (Ord. 822 §1, 1989)

17.16.030 Principal permitted uses.

When conducted entirely within an enclosed building(s), except for businesses which, by their nature, require operations outside of a building, the following are primary uses permitted within the commercial manufacturing zone (C-M). Any permitted use which is located adjacent to, or directly across a public or private street from a residential zone district shall be subject to the development standards contained in Chapters [17.24](#) through [17.58](#) of these regulations:

- A. Any use listed as a principal permitted use in the commercial zone (C) when not prohibited by Section [17.16.060](#);
- B. Catering houses;
- C. Wholesale and distribution businesses, providing that no trucks shall be based on the premises other than those owned, operated by, and servicing only the use on the site;
- D. Manufacturing, processing, packaging, treatment, fabrication or assembly when not specified as a conditional use in the M zone or prohibited by Section [17.16.060](#);
- E. Adult businesses pursuant to the provisions of Chapter [5.25](#) of the South El Monte Municipal Code. (Ord. 1012 §6, 1999; Ord. 963 §7, 1995; Ord. 822 §1, 1989)

17.16.035 Residential uses.

- A. Each residential use and structure legally existing as of January 1, 1980, is a permitted use in the commercial-manufacturing zone.
- B. Residential uses and structures as set forth in this chapter are defined herein as single-family residential dwellings, two-family dwellings, three-family dwellings, multiple-family dwellings, and mobile homes or trailers designed and used for residential occupancy located within a mobile home park legally established prior to January 1, 1980. Each such mobile home park legally established prior to January 1, 1980, shall comply with the provisions of Chapter 17.42.
- C. The development standards set forth in Chapter 17.08 of this Code shall apply to each single-family residential dwelling permitted by this section.
- D. The development standards set forth in Chapter 17.10 of this Code shall apply to each two-family dwelling and three-family dwelling permitted by this section.
- E. The development standards set forth in the applicable sections of Chapter 17.12 pertaining to multiple-family dwellings shall apply to all multiple-family dwellings permitted by this section, except townhouses and condominiums.
- F. The development standards set forth in Chapter 17.44 of this Code shall apply to each townhouse and condominium permitted by this section.
- G. The development standards set forth in the applicable sections of Chapter 17.42 that are applicable to mobile home sites and structures shall apply to each mobile home and trailer permitted by this section. (Ord. 984 §5, 1996)

17.16.040 Conditional uses.

The following uses are permitted subject to obtaining a conditional use permit in accordance with Chapter 17.68 of these regulations:

- A. Any use listed as a conditionally permitted use in the commercial zone (C) when not prohibited by Section 17.16.060;
- B. Any use not specifically permitted or prohibited which is determined to be compatible with the permitted uses of the commercial manufacturing zone (C-M);
- C. Trade schools;
- D. Massage establishments. (Ord. 1195 §12, 2015; Ord. 1087 §1, 2006; Ord. 963 §8, 1995; Ord. 918 §§3, 6, 1992; Ord. 822 §1, 1989)

17.16.050 Secondary uses.

The following uses are allowed when incidental to a permitted use:

- A. Accessory buildings and uses customarily associated with any permitted use (see Chapters [17.24](#) through [17.58](#) for development standards);
- B. Outdoor storage, as determined by the director of planning and community development or his or her representative, provided that the only materials and products or equipment stored are necessary to the operation of a use being conducted on the site. The height of the storage shall not exceed the height of any fence or wall required or permitted by these regulations, and storage shall not be permitted in any required front or side yard or in any area designated for required parking if such storage would eliminate necessary employee parking or force employees to park on the public street;
- C. Gateway signs, subject to the provisions of Section [17.62.130\(A\)\(6\)](#). (Ord. 940 §3, 1993; Ord. 822 §1, 1989)

17.16.060 Prohibited uses.

The following are prohibited uses in the commercial manufacturing zone:

- A. Residential uses and structures except as specifically permitted by Section [17.16.035](#);
- B. Hotels and motels;
- C. Any uses listed as conditional uses in the manufacturing zone (M) unless specifically permitted by this chapter;
- D. Churches and schools (both public and private);
- E. The slaughter, dressing, butchering or similar operations involving animals, seafood, poultry, or fowl or the tanning or other treatment of hides, skins, or the like;
- F. Any use when such use is determined to be hazardous in nature, either by virtue of activity or product, or through the emission of noise, pollutants, or hazardous effluents;
- G. Uses prohibited on property located adjacent to or across a public or private street from a residential zone:
 - 1. Ambulance services,
 - 2. Any use which involves the mixing or handling of hazardous or toxic chemicals or products or requires the construction of any H-1 or H-2 structure,

3. Any use which involves heavy truck uses. Heavy truck uses meaning any use in which the movement of goods by truck on a regular basis is a major or principal part of the daily operation such as, but not limited to, distribution centers, moving and storage firms, steel distribution or any firm engaged primarily in transshipment of goods,
4. Machine shops employing such operations as deburring, the use of high speed drilling, sawing or cutting of metals; the use of any punch press over twenty tons capacity, and the use of brakes or other equipment capable of producing excessive noise or vibration,
5. Any use which involves the use of cyclones or other similar methods of moving materials which could create excessive or irritating noise,
6. Any use listed as a conditional use in the manufacturing zone (M) except that on-sale of alcoholic beverages in association with restaurants, cafés, cafeterias and similar establishments may be permitted with a conditional use permit;

H. Off-sale of alcoholic beverages other than beer and wine within five hundred linear feet of any church, school, or park;

I. Metal buildings as defined in Chapter 17.56 of these regulations. (Ord. 984 §6, 1996; Ord. 963 §9, 1995; Ord. 822 §1, 1989)

17.16.070 Property development standards—Generally.

The following standards shall apply to uses within the commercial manufacturing zone (C-M), provided that automobile service stations, drive through and walkup restaurants, and buildings constructed adjacent to or directly across a public or private street from a residentially zoned district shall be subject to development standards contained in Chapter 17.48, provided further, that any lot or parcel which is substandard in width, depth, or area and was legally recorded as a separate lot as of July 1, 1988, may be used for any use permitted by the commercial-manufacturing zone district regulations.

Notwithstanding the above, residential uses and structures permitted by Section 17.16.035 shall be subject to development standards contained therein. (Ord. 984 §7, 1996; Ord. 822 §1, 1989)

17.16.080 Minimum lot area.

Minimum lot area is seven thousand five hundred square feet. (Ord. 822 §1, 1989)

17.16.090 Maximum building coverage.

See Figure 17.14.080 for allowable building coverage. (Ord. 963 §10, 1995; Ord. 822 §1, 1989)

17.16.100 Minimum lot width.

Minimum lot width is fifty feet. (Ord. 822 §1, 1989)

17.16.110 Minimum lot depth.

There are no minimum lot depth regulations. (Ord. 822 §1, 1989)

17.16.120 Maximum building height.

No requirement except that any building constructed adjacent to a residentially zoned lot shall have a maximum allowable height of twenty-eight feet. (Ord. 822 §1, 1989)

17.16.130 Minimum yard requirements.

- A. Front yard: five feet, measured from the front property line, which shall be landscaped.
- B. Side yard: none required.
 - 1. Interior or key lot: none required.
 - 2. Corner or reversed corner lot: five feet measured from the property line, which shall be landscaped.
- C. Rear yard: none required. (Ord. 822 §1, 1989)

17.16.140 Accessory buildings.

Accessory buildings and structures shall conform to the standards contained in Chapters [17.24](#) through [17.58](#) of these regulations. (Ord. 822 §1, 1989)

17.16.150 Off-street parking and loading.

- A. Off-street parking and loading shall be provided in accordance with Chapter [17.60](#).
- B. No parking, whether the provision of required parking spaces or other parking, shall be permitted on unpaved areas, including the storage of trucks or other similar types of equipment. (Ord. 822 §1, 1989)

17.16.160 Loading docks and truck maneuvering.

- A. All loading docks and doors facing a public or private street shall be located in such a way that all truck maneuvering shall take place on site whenever possible.
- B. All drive approaches shall be so designed as to preclude direct access to a loading door or loading dock from a public or private street whenever possible. (Ord. 822 §1, 1989)

17.16.170 Vehicle maintenance and repair.

Vehicle maintenance and repair must take place within a solid masonry structure enclosed on at least three sides with any openings, other than windows or fire exits, facing away from any public or private street. (Ord. 822 §1, 1989)

17.16.180 Landscaping.

A minimum of five percent of the total area devoted to parking shall be landscaped as well as other areas not designated for parking, structures, or pedestrian walkways. Landscaping shall consist of grass, groundcover, or other plant material and shall include an accepted automatic irrigation system (sprinklers, bubblers, or diffuser heads) or hose bibs not over fifty feet from any portion of a planted area and all landscaping shall be contained within six-inch concrete or eight-inch masonry curbing. Provision of landscaping within parking areas shall be in accordance with Chapter 17.60. (Ord. 822 §1, 1989)

17.16.190 Fences and walls.

A. A solid masonry wall eight feet in height shall be constructed and maintained along any side or rear property line which adjoins a residential zone, school, church or park, except that the wall shall not exceed forty-two inches in height when it adjoins the front setback of the adjacent residential property, except that the fence may be increased to a height of eight feet if the increase in height consists of wrought iron, chain link or other “see-through” material and the design is approved by the director of planning and community development. On property which is located in a block which is entirely zoned CM or M and developed in permitted manufacturing uses, fences or walls shall not exceed eight feet in height on sides front or rear, provided that any wall located in the front or on the side in the case of a corner or reversed corner lot shall be constructed to the rear of the required setback. If outdoor storage is conducted on the property, all fences must be sight obscuring.

B. Corner or Reversed Corner Lot. On property at any corner formed by intersecting streets it is prohibited to construct, install or maintain any fence, hedge or wall or any other obstruction to view higher forty inches above the reference point located at either:

1. The point of intersection with the prolongation of the curblines; or
2. The point of intersection of the prolongation of the edge of the paved roadway when curblines do not exist.

Within the triangular area between the curb or edge of the paved roadway lines and a diagonal line joining points on the curb or edge of paved roadway lines forty feet from the point of their intersection, or in the case of rounded corners, the triangular area included between the reference point and the curblines or edge of paved roadway line forty feet from the point of their intersection (see Figure 17.08.200).

C. When parking is so located that vehicles are facing a public or private street, a forty-two inch high decorative block wall shall be installed to the rear of the required setback. (Ord. 822 §1, 1989)

17.16.200 Outdoor storage and operations.

Except as permitted by Section 17.14.205, all business operations in the commercial-manufacturing zone must be conducted entirely within a completely enclosed building. However, automobile and light truck sales, automobile service stations, outdoor dining, and other businesses which, by their nature, require operations outside of a building may be conducted outside of a building. Also, certain ancillary operations, such as the immediate loading and unloading of merchandise and supplies, routine property and building maintenance and permitted advertising may be conducted out of doors. Non-spoilable trash and/or recyclable material may be temporarily stored in approved and permitted trash enclosure area(s) for not more than seven days. (Ord. 1057 §3, 2004; Ord. 822 §1, 1989)

17.16.205 Outdoor display of merchandise for sale.

Businesses selling merchandise at retail in the commercial-manufacturing zone may display sale or promotional items outdoors subject to the following regulations:

- A. The merchandise must be displayed on the same lot as the principal location of the business.
- B. The area occupied by the outside display of merchandise shall not exceed an area greater than the gross square footage of the principal building on the lot multiplied by a factor of 0.025. The maximum permissible area occupied by outdoor display of merchandise shall be five hundred square feet.
- C. The displayed merchandise must be grouped into a single area and visible from the public street. The displayed merchandise shall not block, or diminish the public view of, or physical access to, any other business or use.
- D. The merchandise may not be displayed on, or over, any public right-of-way and may not be located within ten linear feet of any public right-of-way.
- E. The displayed merchandise may not be located in, or encroach into, any required yard or setback, or unpaved area.
- F. The displayed merchandise must not be located in, or encroach into, any designated driveway, required parking space, or designated fire lane.
- G. The displayed merchandise may not block any doorway, designated private pedestrian walkway or access for the handicapped.
- H. The merchandise may not be displayed on top of any portion of any building, hung from, or affixed to building walls, rafters or eaves. Nor may any merchandise be hung from, or affixed to, any fence or wall or inflatable device.
- I. The outdoor display of merchandise shall be subject to all applicable health, safety and fire codes.
- J. The outdoor display of merchandise for sale, is in and of itself, a form of advertising and no additional signage shall be permitted for the displayed merchandise except price signs measuring no larger than three inches by five inches may be affixed to the items displayed for sale.

K. The outdoor display of merchandise shall be subject to an outdoor display site plan review and approval by the planning commission and said approval shall be subject to conditions, if any, that may be imposed by the planning commission as needed to mitigate any potential negative effects created by the proposed outdoor display, and the planning commission shall deny the application if the planning commission finds that the outdoor display would be detrimental to persons or properties in the immediate vicinity of the subject property or to the city in general. The planning commission may revoke any approval for cause.

L. Application for an outdoor display site plan approval shall be made on application forms supplied by the city and pursuant to the instructions provided by the city. At the time of submittal, applicant shall pay an application fee in the same amount as the application fees established for development site plan review. (Ord. 1057 §4, 2004)

17.16.210 Exterior lighting facilities.

Exterior lighting fixtures shall be arranged in a manner that will not provide a direct glare or create hazardous interference with highways and neighboring properties. (Ord. 822 §1, 1989)

17.16.220 Refuse enclosures.

There shall be sufficient refuse enclosures provided to serve each development. Each enclosure shall have minimum interior dimensions of five feet by seven feet and shall be constructed of wood, masonry, block, or a combination of such materials and shall be designed to be compatible with the principal structure or structures on the site. The number, placement and design of such enclosures shall be determined during review of the proposed development. (Ord. 822 §1, 1989)

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South El Monte, California Municipal Code

Title 17 ZONING

Chapter 17.53 RETAIL SALE OF ALCOHOLIC BEVERAGES

Note

17.53.010 Purpose and applicability.

17.53.020 Conditional use permit—Required (on-sale and off-sale).

17.53.030 Off-sale permits—Restrictions.

17.53.040 On-sale permits—Distance requirements.

17.53.050 Operational and performance standards.

17.53.060 Conditional use permit—Expiration.

17.53.070 Modification or revocation.

17.53.080 Design standards.

Note

* **Prior ordinance history:** Ord. 1009.

17.53.010 Purpose and applicability.

The purpose of this chapter is to protect the public health, safety and welfare by providing reasonable, uniform operational and performance standards for establishments selling alcoholic beverages other than, or in addition to, the alcoholic beverages that are the subject of Chapters 17.51 and 17.52 of this title. For the purposes of this chapter, the beverages that are the subject of this chapter are referred to as “alcoholic beverages.”

A. The provisions of this chapter shall not apply to establishments lawfully existing on the effective date of these regulations provided the establishment retains the same type of ABC license within a license classification; continues to legally operate without substantial change in mode or character of operation; and does not expand the square footage of area used for sales or services.

B. Nothing in this chapter shall prohibit or limit the transfer of a valid, existing permit to a new owner at the same location. (Ord. 1084 §2, 2006)

17.53.020 Conditional use permit—Required (on-sale and off-sale).

A conditional use permit shall be required for any establishments proposing to sell or serve alcoholic beverages for on-site consumption (“on-sale uses”) and for retail establishments proposing to sell alcoholic beverages for off-site consumption (“off-sale uses”). This requirement shall be in addition to any other entitlements required. The application for a conditional use permit shall be filed and processed according to the applicable provisions of Chapters [17.68](#) and [17.74](#) of this Code. (Ord. 1084 §2, 2006)

17.53.030 Off-sale permits—Restrictions.

A conditional use permit for off-sale alcoholic beverages shall not be issued if the proposed property is located in any area of undue concentration as defined in Section 23958.4 of the [Business and Professions Code](#), unless it is determined by the planning commission that the public convenience and necessity as defined in Section [17.04.885](#) of this Code would be served by the issuance of the conditional use permit. (Ord. 1084 §2, 2006)

17.53.040 On-sale permits—Distance requirements.

No conditional use permit for on-sale alcoholic beverages shall be issued for adult businesses, full service bars, taverns, beverage lounges, nightclubs or any use where the sale or service of alcoholic beverages is the primary use, where the property upon which such use is proposed is located within five hundred feet of any establishment with an ABC license for on-sale of alcoholic beverages of any type, religious institution, school, park, or area zoned for residential uses. The distance specified in this section shall be measured in a straight line, without regard for intervening structures and the boundaries of the city, from the nearest property line of the property upon which the use is proposed to the nearest property line of the existing on-sale use, religious institution, school, park or property zoned for residential uses. (Ord. 1084 §2, 2006)

17.53.050 Operational and performance standards.

Establishments selling or serving alcoholic beverages shall be operated in a manner that does not interfere with the normal use and enjoyment of adjoining properties. In addition to any conditions imposed by the city, all conditional use permits for the sale or service of alcoholic beverages shall be subject to the following operational and performance standards:

- A. Noise levels measured at the property line shall not exceed the levels prescribed by the city’s noise regulations as set forth in Chapter [8.20](#) of this Code.
- B. The property shall be maintained in a safe and clean condition and the owner shall ensure that no trash or litter originating from the site is deposited on neighboring properties or the public right-of-way.

- C. Hours of operation, including deliveries to the site, shall be compatible with the needs and character of the surrounding neighborhood. For the purpose of this chapter, the usual hours of operation shall be as permitted by the establishment's ABC license unless the city imposes shorter hours of operation as a condition to the permit to protect the public health, safety and welfare.
- D. The owner and operator shall each take all necessary steps to ensure the orderly conduct of employees, patrons and visitors when they are present on the property.
- E. There shall be no loitering on the property. Signs shall be posted on the exterior wall of the premises and in the parking lot stating that loitering and consumption of alcohol are each prohibited.
- F. Video or other coin-operated games may only be permitted subject to the provisions of Section 7.90.430 of the county business license ordinance.
- G. There shall be no outside vending machines other than newspaper racks or public telephones.
- H. There shall be no adult merchandise as that term is defined in Section 5.25.020 of this Code visible anywhere on the property and no such merchandise shall be sold to minors.
- I. The permittee shall maintain all required permits and licenses in good standing.
- J. There shall be no sale or service of any alcoholic beverages in the event there is any lapse or breach in the good standing of any one of the permits or licenses issued for such use, or noncompliance with any conditions imposed thereon. (Ord. 1084 §2, 2006)

17.53.060 Conditional use permit—Expiration.

The regulations set forth in Section 17.68.100 of this title regarding expiration apply to any conditional use permit for alcoholic beverages.

- A. Notwithstanding Section 17.68.100, a permittee may request an extension of any time limit provided in Section 17.68.100 by filing a written request with the city's community development department before the conditional use permit expires.
- B. A request for an extension of time shall state the reasons why an extension is needed. The planning commission will consider the request at a duly noticed public hearing. Based upon the evidence presented at the public hearing, the planning commission may deny, approve, or conditionally approve the extension for up to one hundred eighty days. (Ord. 1084 §2, 2006)

17.53.070 Modification or revocation.

A conditional use permit granted pursuant to Section 17.53.020 of this chapter shall be subject to modification and/or revocation. If, in the opinion of the director of community development, the establishment is operated in a manner as to interfere with the normal use and enjoyment of the surrounding properties, the body taking final action on the permit may modify and/or revoke the conditional use permit pursuant to the provisions in the manner provided by Section 17.68.070 of this title. (Ord. 1084 §2, 2006)

17.53.080 Design standards.

The design and appearance of any establishment, if newly constructed or remodeled on the exterior, shall conform to the city architectural design guidelines and all other applicable development standards. When completed, the establishment shall be compatible with surrounding land uses and zone districts and shall enhance the appearance of the neighborhood in which it is located and the city in general. (Ord. 1084 §2, 2006)

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South El Monte, California Municipal Code

Title 17 ZONING

Chapter 17.60 OFF-STREET PARKING AND LOADING

17.60.010 General provisions.

17.60.020 Parking requirements.

17.60.030 Development standards.

17.60.040 Remote parking.

17.60.050 Loading facilities and truck maneuvering.

17.60.060 Parking and loading facilities—Nonconforming.

17.60.070 Maintenance of parking.

17.60.010 General provisions.

A. Off-street vehicle parking spaces shall be provided at the time of the use of the land, or at the time of the erection of the building or use of the land or building or structure is altered, enlarged converted or increased in capacity by the addition of uses, floor area, dwelling units guest rooms, beds or seats; provided, however, that additional parking spaces shall not be required at the time of the erection of an addition to a single-family residence if the director of community development shall find all of the following:

1. The proposed addition is otherwise in conformity with the provisions of the zoning regulations;
2. The provision of additional off-street parking of the lot is impossible or impractical because of the size or configuration of the lot and improvement; and
3. The public safety and welfare will not be unreasonably jeopardized by waiving the requirements of additional off-street parking.

B. All off-street parking spaces and areas required by these regulations, or otherwise provided, shall comply with all of the conditions, improvements and landscaping requirements set forth in these regulations, and shall be maintained as much as such thereafter in a reasonable and acceptable manner or condition.

C. All vehicle parking spaces and areas required or otherwise provided shall comply with the following conditions:

1. The number of spaces shall be determined by the amount of use of land, dwelling units, floor area guest rooms, beds, or seats provided, and such parking spaces and areas shall be maintained thereafter without reduction in the number of spaces required in connection with such buildings, structures and uses of land.
 2. Each parking space shall be developed in accordance with standards established by written resolutions of the planning commission and Section 17.60.030.
 3. Adequate driveways and aisles shall be provided as set forth in these regulations and in any standards adopted by the planning commission.
 4. All vehicle parking spaces shall be on the same lot with the land use, building or structure except as otherwise provided in Section 17.60.040.
 5. Any carport or private garage which fronts upon a private street shall be located so as to provide for a minimum automobile ingress or egress of not less than twenty feet between the property line and the entrance to the garage or carport.
 6. No vehicle parking spaces shall occupy or be designed in a required front yard, or in a side yard on a side street, except as specifically provided in these regulations or in the zone district regulations for the zone in which the property is located.
 7. No parking spaces or areas shall be so designed as to require vehicles to back into a street except for single-family or duplex buildings.
 8. No more than twenty feet of the width of the front yard in residential zones may be used or improved by paving or otherwise vehicle access. This area may be increased to a maximum of thirty feet if three covered spaces are provided in a single structure.
- D. In all zones, parking plans for off-street parking facilities shall be submitted for approval to the planning division prior to the issuance of building permits or certificates of occupancy. All plans shall clearly indicate the proposed development, including parking location, size, design, lighting, landscaping, curb cuts, ingress and egress.
- E. Parking shall be based upon gross floor area, except for office buildings in excess of one story, the parking ratio shall be based on net floor area, which is gross floor area minus elevator shafts, stairwells, open courtyards and balconies. Fractional spaces may be rounded to the nearest whole parking space.
- F. Whenever a nonresidential structure is enlarged or increased in capacity, or when a change in use creates an increase in the amount of off-street parking or loading area required, additional spaces shall be provided. Furthermore, for all existing uses or structures, including residential, hereafter expanded by fifty percent or more of the existing gross floor area, the required off-street parking for the entire property or development shall conform to the most current parking standards.
- G. All required parking spaces shall be used exclusively for operable, currently licensed motor vehicles of tenants, occupants, or visitors of the property.
- H. No parking area shall be counted as both a required parking stall and a loading space.

I. Requirements for uses not specifically listed herein shall be determined by the community development director, based upon the requirements for comparable uses and upon particular characteristics of the use. Additional parking over and above that required herein may be required upon determination of the planning commission that the specific type of business or user generates a greater demand for more parking than the requirement herein.

J. No tandem parking shall be allowed within private residential areas anywhere in the city, it would adversely impact the aesthetic appeal and character of the city.

Figure 17.60.010-A Standards Spaces

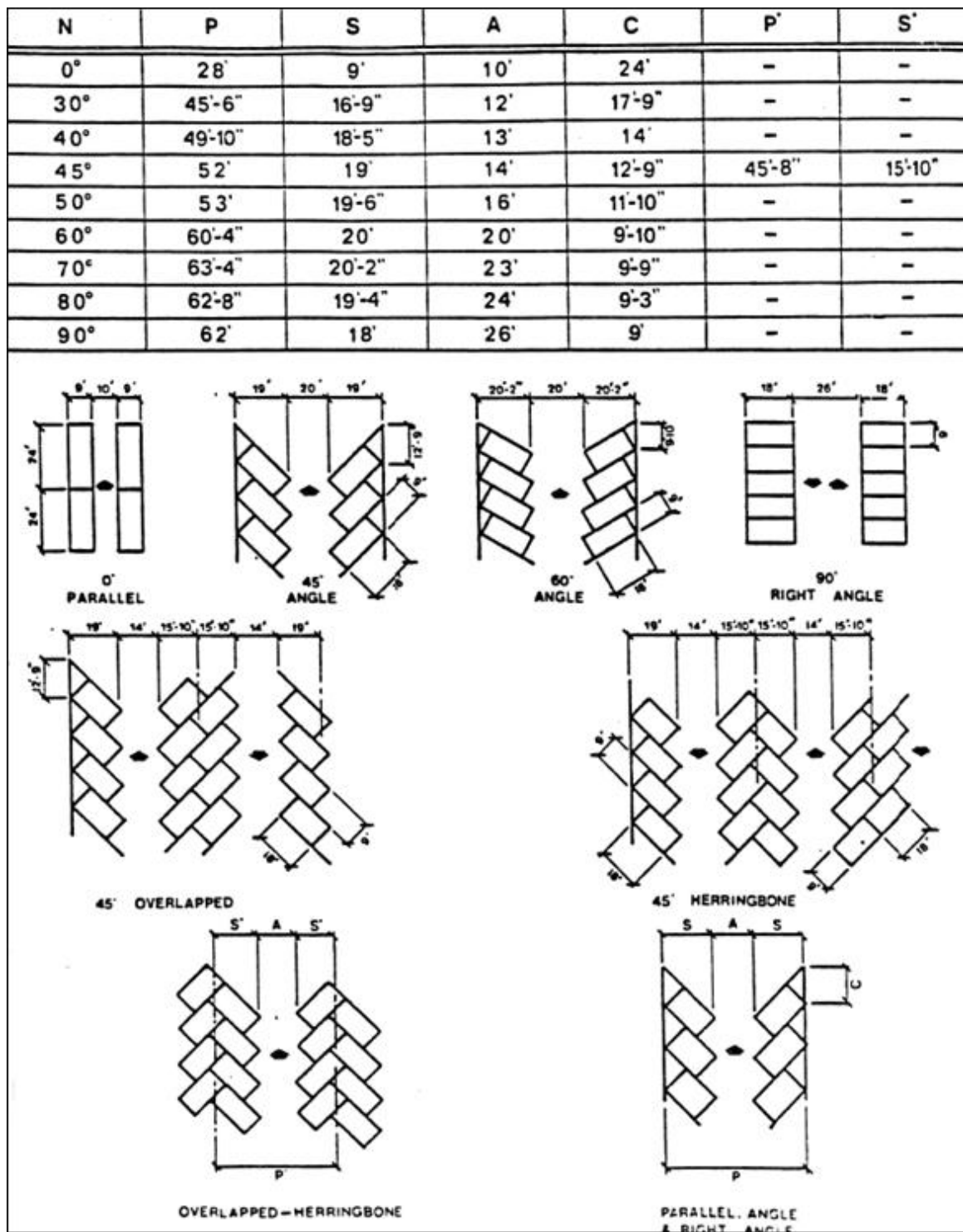


Figure 17.60.010-B Handicapped Spaces

N	P	S	A	C
0°	34'	12'	10'	24'
45°	52'	19'	14'	13'
60°	60'-4"	20'-2"	20'	17'-6"
90°	70'	18'	26'	12'

The diagrams show the following dimensions for each angle:

- 0° PARALLEL:** Three parallel spaces. Dimensions: 12' (width), 10' (length), 13' (clearance).
- 45° ANGLE:** Two angled spaces. Dimensions: 19' (width), 14' (length), 19' (clearance), 13' (clearance), 18' (clearance).
- 60° ANGLE:** Two angled spaces. Dimensions: 20'-2" (width), 20' (length), 20'-2" (clearance), 17'-6" (clearance), 18' (clearance).
- 90° RIGHT ANGLE:** Two perpendicular spaces. Dimensions: 18' (width), 26' (length), 18' (clearance), 12' (clearance).

(Ord. 1120 §2, 2008; Ord. 822 §1, 1989)

17.60.020 Parking requirements.

Required vehicle parking shall be provided in accordance with the following schedule. Except that in cases of development for which no specific parking requirements have been established, the planning commission shall establish and approve parking requirements.

Land Use	Required Parking
Residential:	
Single-family dwelling	2 standard spaces within a garage.
Duplex (two-family) or triplex (three-family) dwelling	2 standard spaces per dwelling unit within a garage.
Multiple dwelling	2 standard spaces per dwelling unit with a garage, plus 1 guest parking for every 4 units.
Mobile home park	2 standard spaces for each mobile home site or space. The parking may be tandem. 1 additional space per each 5 mobile home sites or spaces shall be provided for guests.
Senior housing and very low/low income	0.5 spaces per unit.
Commercial:	
General retail or services	1 space for each 300 square feet of gross floor area. Handicapped parking spaces shall be provided in accordance with Title 24 of the California Building Code .
General professional offices	1 space for each 300 square feet of gross floor area. Handicapped parking spaces shall be provided in accordance with Title 24 of the California Building Code .

Land Use	Required Parking
Restaurants, cafés and similar establishments dispensing food and beverages (including drive-ins, drive-through and take out establishments with designated seating areas)	1 space for each 4 fixed seats or for each 4 persons of occupant load in the dining area. There shall also be provided additional 10% of the required parking with parking to be designated for use by employees. Handicapped parking spaces shall be provided in accordance with Title 24 of the California Building Code .
Drive-in, drive-through and take out business with no designated interior or exterior seating areas (including automobile service stations)	1 space for each 250 feet of gross floor area provided, a minimum of 5 spaces shall be provided. Handicapped parking spaces shall be provided in accordance with Title 24 of the California Building Code .
Hotels, motels, boardinghouses, clubs, and lodges	1 space for each guest room, suite or dwelling unit, and 2 spaces for any dwelling unit used by a residential manager. Handicapped parking spaces shall be provided in accordance with Title 24 of the California Building Code .
Assemblies such as theaters, auditoriums, arenas, stadiums and similar places of assembly including churches and private schools	1 space for each 3 permanent seats, or if movable or temporary seats are used, 1 space for each 3 persons of occupant load. Handicapped parking spaces shall be provided in accordance with Title 24 of the California Building Code .
Industrial:	
General manufacturing	1 space for each 750 square feet of gross floor area up to 10,000 square feet and 1 for each 750 square feet of gross floor area over 10,000 square feet plus 1 loading area for each 5,000 square feet of gross floor area. Handicapped parking spaces shall be provided in accordance with Title 24 of the California Building Code .
Research and scientific manufacturing	1 space per 750 square feet of gross floor area plus 1 space for each vehicle owned or leased by any occupant and operated from the site. Handicapped parking spaces shall be provided in accordance with Title 24 of the California Building Code .
Warehousing	1 space per 1,000 square feet of gross floor area plus 1 space for each vehicle owned or leased by any occupant and operated from the site. Handicapped parking spaces shall be provided in accordance with Title 24 of the California Building Code .
Office	1 space for each 300 square feet of gross floor area. Handicapped parking spaces shall be provided in accordance with Title 24 of the California Building Code .
Self-storage	Parking shall be provided along 30-foot wide parking/driving lanes adjacent to the storage buildings and a minimum of 10 spaces adjacent to the leasing office.
Vehicle-related use:	
Auto repair	1 space per 300 square feet of gross floor area.
Auto sales/leasing	1 space per 750 square feet of lot size plus one space per 2,500 square feet of outdoor display and storage area.

Land Use	Required Parking
RVs and related	1 space per 750 square feet of gross floor area plus one space per 2,500 square feet of outdoor display and storage area.

(Ord. 1120 §3, 2008; Ord. 822 §1, 1989)

17.60.030 Development standards.

- A. Paving. All parking spaces, maneuvering, turnaround areas, and any driveways shall be paved with asphalt or concrete to city standards.
- B. Marking of Parking Spaces. All parking spaces, except those within private garages or carport, shall be marked with distinguishable materials. Handicapped spaces shall be clearly identified to preclude their use by unauthorized vehicles.
- C. Bumper Guards or Wheel Stops. Bumper guards or wheel stops shall be provided as necessary to protect any buildings, structures, landscaping or other vehicles.
- D. Illumination. All parking areas must be illuminated; lights shall be arranged so that there is no direct reflection of light toward any adjoining premises, public street, private street or alley.
- E. Parking Area. Any parking area, other than that used for single-family or two-family dwellings (duplex), shall be separated from any adjoining residential zone, church, school, or park by a masonry wall six feet in height, except within a required front setback or front yard on the site of adjoining property, in which case the solid wall shall not exceed forty-two inches in height, but may be increased to a total height of six feet if wrought iron, chain link, or other “see through” materials are used and the design is approved by the director of community development.
- F. Driveways and Aisles. The minimum driveway and aisle widths necessary for adequate ingress and egress shall be provided and maintained free and clear of all obstruction as follows:
1. Minimum one-way driveway widths:
 - a. Single-family or duplex dwellings, ten feet,
 - b. Multiple dwellings, twelve feet,
 - c. All other uses, ten feet;
 2. Driveways affording ingress and egress to a parking area with twenty or more spaces shall be designed for one-way circulation or a double driveway system;
 3. Aisle widths for parking areas shall be in accordance with parking standards adopted by the planning commission.
- G. Landscaping. All parking areas required, or otherwise provided, except for residential zones, shall be landscaped as follows:

1. A minimum planter strip, as required by regulations of the zone district in which site is located, shall be provided on peripheral sides bounded by a public or private street, except for those areas devoted to crosswalks and traversing driveways.
2. A minimum of five percent of the total parking area must be landscaped; provided, however, that any such planting beds shall have a minimum width of three feet and a minimum area of twenty square feet. These beds shall be drawn to scale and indicated on the plot plan.
3. Any unused space resulting from the design of parking may be used for planting purposes; provided, however, that any such planting beds shall have a minimum width of three feet and a minimum area of twenty square feet. These beds shall be drawn to scale and indicated on the plot plan.
4. In complying with the five percent landscaping requirements, the landscaping shall be distributed throughout the parking area as evenly as possible. When parking areas are not visible from the public right-of-way, the director of community development shall have the option of incorporating the required parking area landscaping into other areas of the site including, but not limited to, the landscape front setback.
5. Planter curbing shall be used for landscaping containment. The height of such curbing shall be not less than six inches of concrete or eight inches in masonry.
6. All landscaping areas shall contain an accepted irrigation system (sprinklers, bubblers, or diffuser heads) or hose bibs located within fifty feet of all parts of a planted area, and the system shall be shown on the plot plan or on a separate drawing. (Ord. 1120 §4, 2008; Ord. 822 §1, 1989)

17.60.040 Remote parking.

Remote parking (parking located on a site other than that on which the use is located) may be utilized for multiple dwellings and commercial and industrial facilities under the following conditions:

- A. That the lot or parcel to be utilized for remote parking adjoins the lot or parcel it is to serve; or
- B. That the lot or parcel to be utilized for remote parking is separated only by an alley from the lot or parcel it is to serve; and in both cases;
- C. The lot or parcel utilized for remote parking is in the same ownership as the parcel being served or is held in a long-term (twenty-year) recorded lease providing that the owners or lessees and their heirs, assigns or successors in the interest shall maintain the parking facilities so long as the building or use they are intended to serve be maintained. The covenant shall be prepared for the benefit of and in a form acceptable to the city, shall be recorded with the county recorder of Los Angeles County, and shall provided that the covenant may not be revoked, cancelled or modified without the written consent of the city;
- D. That the lot or parcel is located not more than one hundred fifty feet from the lot or parcel to be served, the requirement for a covenant running with the land as shown in subsection C of this section shall apply. (Ord. 1120 §5, 2008; Ord. 822 §1, 1989)

17.60.050 Loading facilities and truck maneuvering.

- A. All loading docks or loading doors facing upon a public or private street shall be located in such a manner that all truck maneuvering shall take place on the site whenever possible.
- B. All drive approaches shall be designed so as to preclude direct access to a loading dock or loading door from the street whenever possible.
- C. All areas used for parking, maneuvering, or vehicle storage shall be paved with asphalt or concrete to city standards.
- D. For every commercial or industrial building erected or established on a lot which abuts an alley, there shall be provided and maintained a twenty-five-foot by ten-foot by fourteen-foot high loading space for each two thousand square feet of gross floor area. Each loading space shall be clearly marked and identified and shall be kept clear and unobstructed at all times. (Ord. 822 §1, 1989)

17.60.060 Parking and loading facilities—Nonconforming.

Any use of property which, on the effective date of this section is nonconforming only as to the regulations in this chapter regulating off-street parking and loading facilities may be continued as if the off-street parking and loading facilities were conforming, provided that:

- A. There shall be no further reduction of off-street parking and loading facilities that do not exist on the property as of the effective date of this section; and
- B. The property complies with any applicable regulations requiring handicapped parking. (Ord. 937 §1, 1993)

17.60.070 Maintenance of parking.

- A. Any parking spaces or loading zones that were required when the building was originally constructed or subsequently expanded shall be continually maintained.
- B. All parking areas shall be permanently maintained in a safe and clean condition free of physical obstructions and in good condition. All areas, including landscaping, shall be kept free of trash and weeds. Landscaped planters shall be permanently maintained with healthy nursery stock. Any alteration, enlargement, maintenance or repairs shall be subject to the provisions of this chapter.
- C. Any restriping or other changes made to a parking lot shall be reviewed and approved by the planning division prior to such work being commenced. (Ord. 1120 §6, 2008)

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South El Monte, California Municipal Code

Title 17 ZONING

Chapter 17.68 CONDITIONAL USE PERMITS

17.68.010 Purpose.

17.68.020 Application and fee.

17.68.030 Public hearing.

17.68.040 Required findings.

17.68.045 Consistency with hazardous waste management plan.

17.68.050 Commission actions.

17.68.060 Conditions of approval.

17.68.070 Violation of conditions.

17.68.080 Notice of decision.

17.68.090 Effective date and appeal.

17.68.100 Expiration and extensions.

17.68.010 Purpose.

A. The purpose of the conditional use permit is to afford the commission the opportunity to review proposed uses, structures, or facilities which could have an adverse effect upon the surrounding area and to place such reasonable conditions upon these uses and developments as to make them more compatible with their surroundings. These conditions may supercede the development standards required elsewhere, but will not permit uses not otherwise permitted.

B. A conditional use permit shall be required for any use within a zone district which is designated as a conditional use by the district regulations or for such other uses which, by their scope, scale, or nature, would not specifically be permitted uses within any designated zone district, but which would be recognized as uses that would be beneficial to the community as a whole. (Ord. 963 §39, 1995; Ord. 822 §1, 1989)

17.68.020 Application and fee.

When it is determined that a conditional use permit is required, application shall be made upon forms prescribed by the commission and shall be accompanied by such exhibits, maps or documents deemed necessary to provide the commission with complete information regarding the request. At the time the application is submitted, a fee, established by written resolution of the city council, shall be paid. No part of the required fee shall be refundable unless the application is withdrawn prior to the publication of the notice of public hearing. (Ord. 963 §39, 1995; Ord. 822 §1, 1989)

17.68.030 Public hearing.

Upon receipt of the required application and fee, the commission shall set a hearing date which shall be advertised as provided in Chapter 17.74 of these regulations. (Ord. 963 §39, 1995; Ord. 822 §1, 1989)

17.68.040 Required findings.

The commission shall find that the proposed use shall not be detrimental to persons or properties in the immediate vicinity nor to the city in general. If it fails to make these findings, the request shall be denied. (Ord. 963 §39, 1995; Ord. 822 §1, 1989)

17.68.045 Consistency with hazardous waste management plan.

Any decision on a proposed zoning amendment shall be consistent with the portions of the county of Los Angeles hazardous waste management plan as approved November 30, 1989, relating to siting of and siting criteria for hazardous waste facilities. (Ord. 963 §39, 1995; Ord. 888-U §2, 1990; Ord. 887 §2, 1990)

17.68.050 Commission actions.

The commission may grant, conditionally grant, or deny a conditional use permit based on the required findings, on evidence presented by the staff report, the public hearing, or upon its own study and knowledge of the situation. (Ord. 963 §39, 1995; Ord. 822 §1, 1989)

17.68.060 Conditions of approval.

The commission may attach such reasonable conditions of approval as it deems are necessary to ensure that the proposed use will be compatible with the surrounding area and with the goals of the city. Such conditions may include, but are not limited to, setbacks, building height, parking, landscaping, and architecture. All conditions shall be binding upon the applicants, their successors and assigns and shall run with the land; shall limit and control the issuance and validity of certificate of occupancy, and shall restrict and limit the construction, location, use and maintenance of all land and structures within the parcel, lot or development. (Ord. 963 §39, 1995; Ord. 822 §1, 1989)

17.68.070 Violation of conditions.

Should any violation of conditions of approval occur, the planning commission may after appropriate public notice, reopen the public hearing on the conditional use permit and may impose additional conditions to rectify any violations or may, if such is shown to be warranted, revoke the conditional use permit for cause. (Ord. 963 §39, 1995; Ord. 822 §1, 1989)

17.68.080 Notice of decision.

Not later than ten days following the commission's decision to grant or deny the conditional use permit, the applicant shall be notified in writing of the commission's decision. (Ord. 963 §39, 1995; Ord. 822 §1, 1989)

17.68.090 Effective date and appeal.

If approved, the conditional use permit shall become effective within fourteen days following the commission's approval. The applicant or any other person aggrieved by the commission's decision may appeal to the city council in accordance with Chapter 17.74 of these regulations. (Ord. 963 §39, 1995; Ord. 822 §1, 1989)

17.68.100 Expiration and extensions.

A. Unless otherwise specified, the conditional use permit, if not utilized within twenty-four months from the effective date, shall be deemed null and void. The abandonment or nonuse of a conditional use permit for three consecutive months or for six months during any calendar year, shall terminate the conditional use permit.

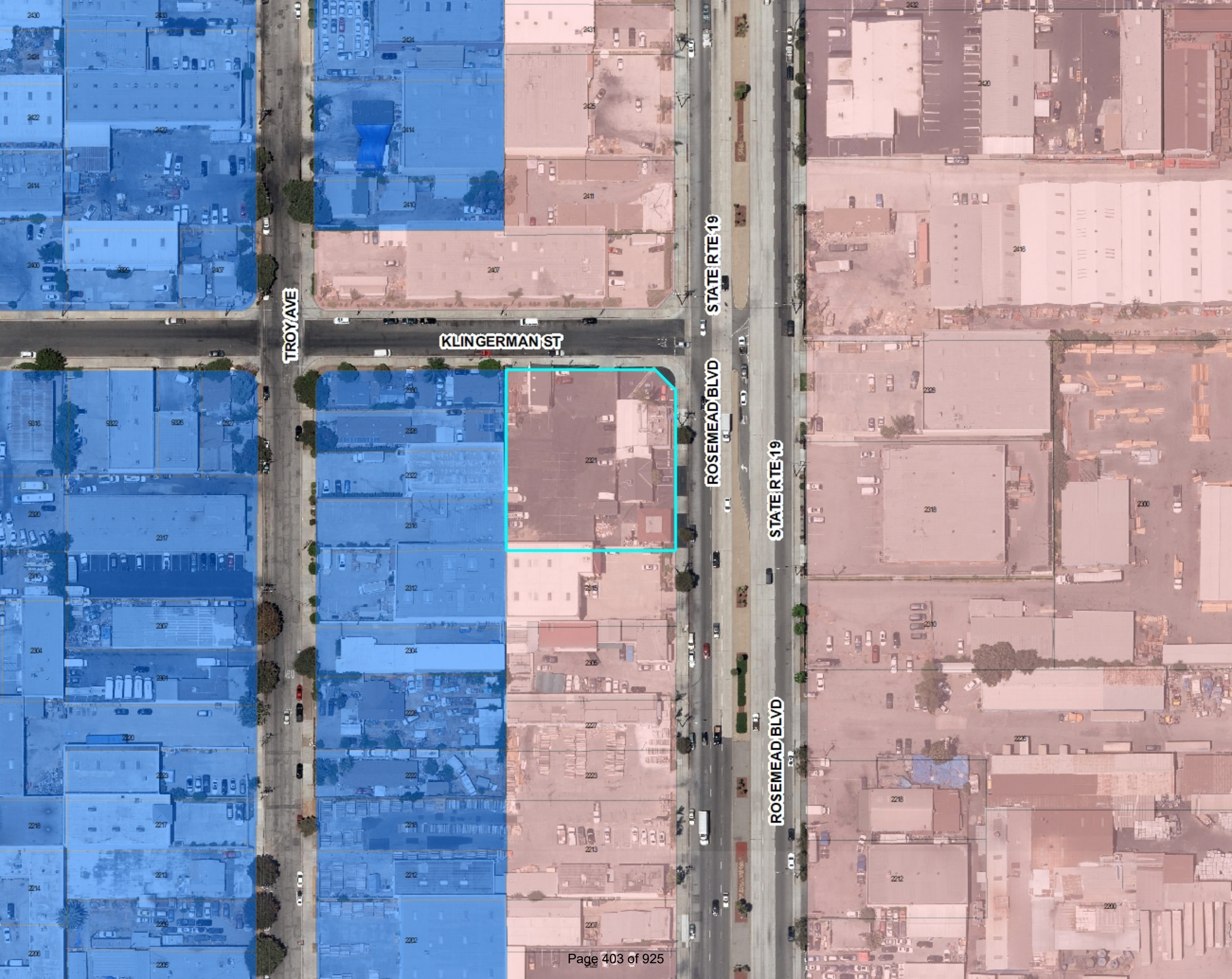
B. If the conditional use permit is not utilized within the twenty-four-month timeframe, the applicant may apply for an extension before the expiration of the permit on a form approved by the community development director. (Ord. 1237 §6, 2019; Ord. 963 §39, 1995; Ord. 822 §1, 1989)

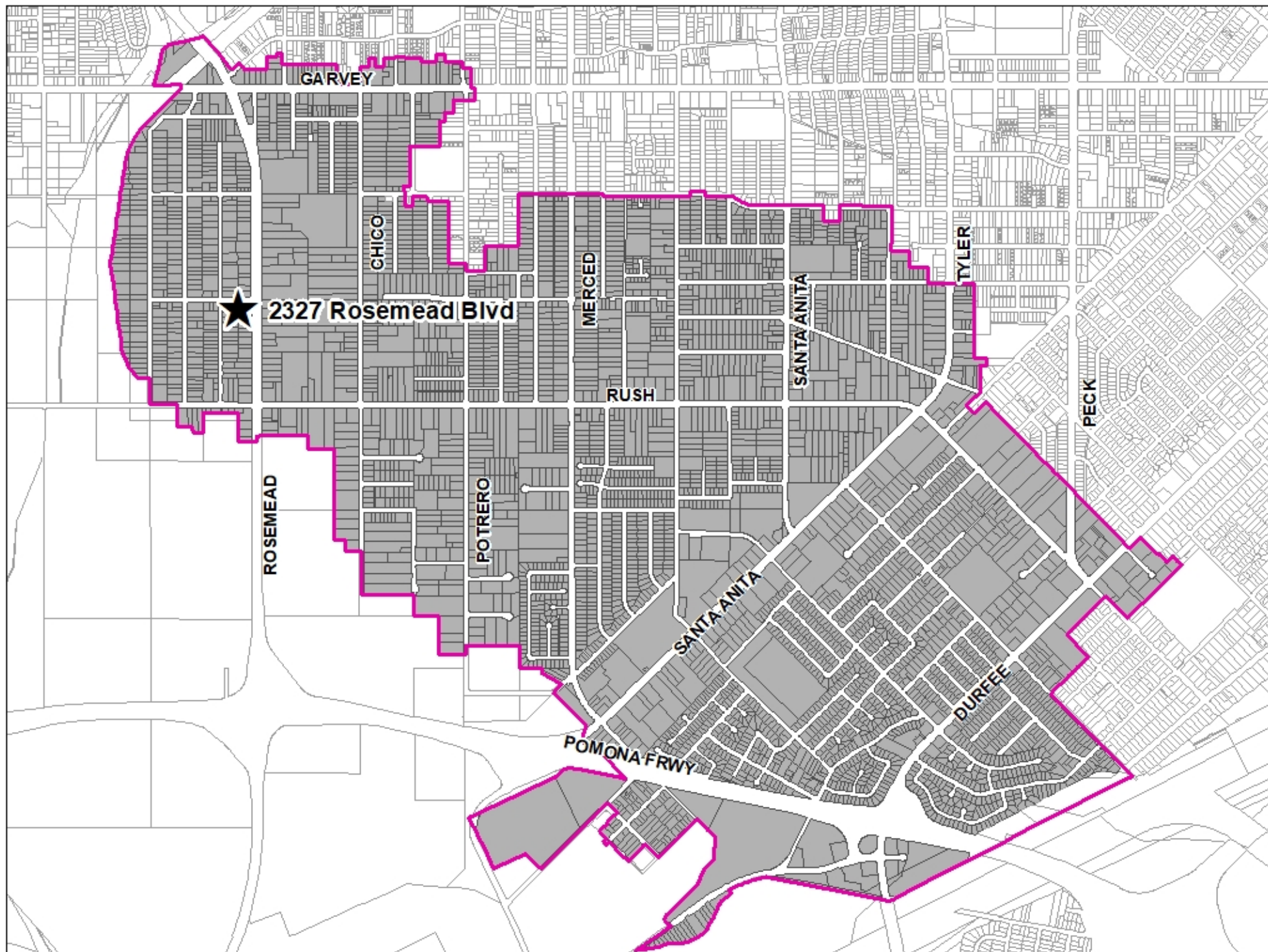
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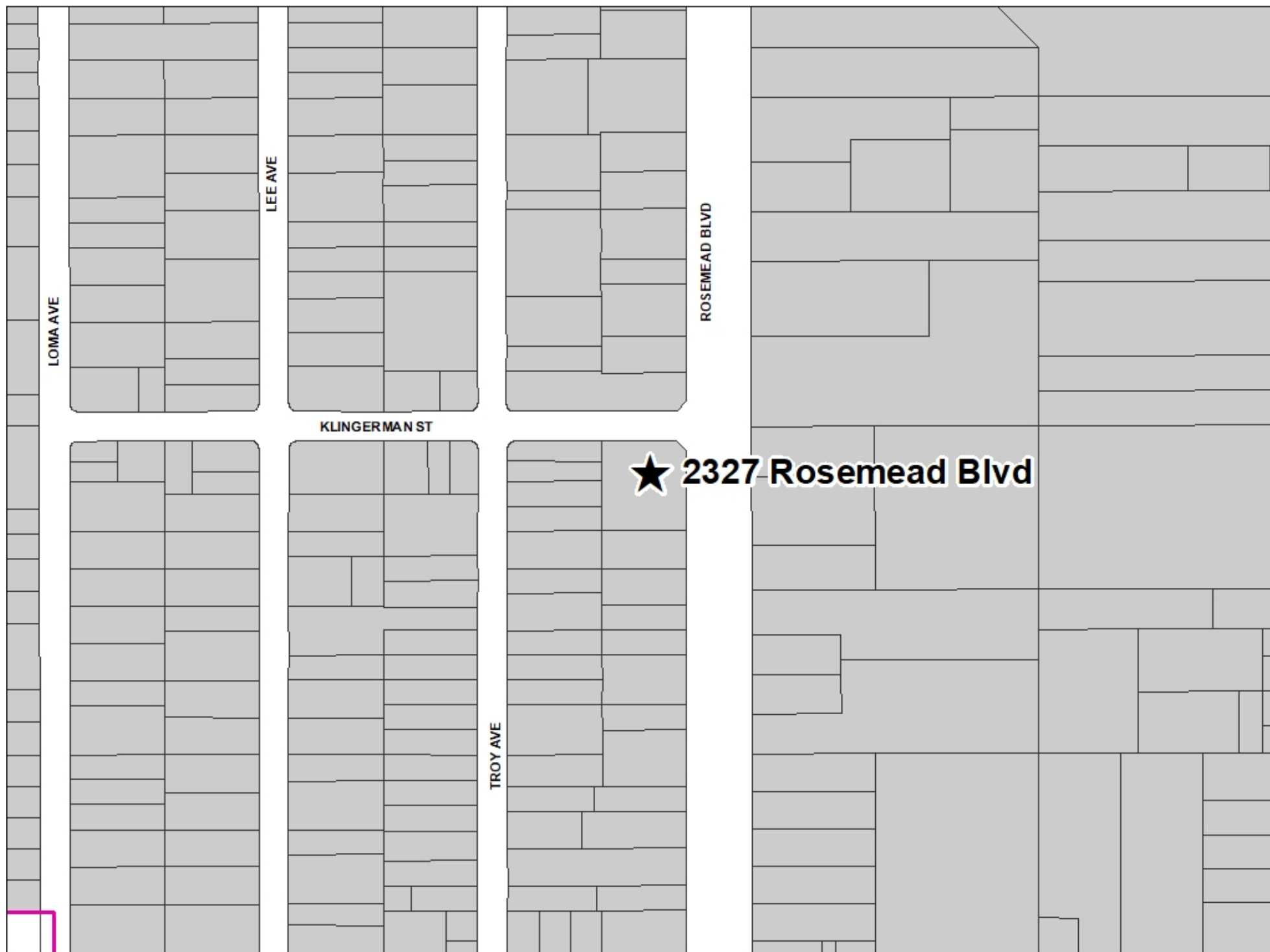
City Clerk: 626-579-6540, ext. 3280

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Attachment C







Attachment D

BUILDING CODE COMPLIANCE ANALYSIS

CHAPTER 3 **USE AND OCCUPANCY CLASSIFICATION:**
SECTION 309.1 GENERAL GROUP **A2** RESTAURANT

CHAPTER 5
ALLOWABLE AREA FOR **A2**
TYPE CONSTRUCTION : **VA**
TABLE 504.3 : **50" (NS) HEIGHT**
TABLE 504.4: **2-STORY**
TABLE 506.2: **11,500**
TOTAL AREA =4,553 **SQ.FT. <11,500 S.F**

CHAPTER 6
SECTION 601
TABLE 601 - TYPE **VA** FIRE RESISTANCE 1-HOUR
TABLE 602 - FIRE RESISTANCE RATING REQ. **X=5b** OCC. All = 1-HOUR
CONSTRUCTION CLASSIFICATION: TYPE: **VA**

CHAPTER 9 FIRE PROTECTION SYSTEMS:
SECTION 903.2.1.2 AUTOMATIC SPRINKLER SYSTEMS
EXEMPT: < 5,000 SQ.FT.
SPRINKLER SYSTEM: YES ☐ NO ☒

SECTION 906 PORTABLE FIRE EXTINGUISHERS.
906.1 PROVIDE AND INSTALL FIRE EXTINGUISHERS PER CALIFORNIA FIRE CODE. REFER TO CITY OF SOUTH EL MONTE FIRE CODE OR FIRE SPRINKLER PLANS SPECIFICATIONS IF AVAILABLE OR APPLICABLE.

CHAPTER 10 MEANS OF EGRESS:
SECTION 1004 - OCCUPANCY LOAD:
TABLE 1004.1.1 MAXIMUM FLOOR AREA ALLOWANCES PER OCCUPANT
• KITCHENS, COMMERCIAL: FACTOR: 200 GROSS
• ACCESSORY STORAGE AREAS: FACTOR: 300 GROSS
• ASSEMBLY: UN-CONCENTRATED (TABLES & CHAIRS): FACTOR: 15 NET
(CHAIRS ONLY-NOT FIXED): FACTOR: 7 NET
(STANDING SPACE): FACTOR: 5 NET
• ASSEMBLY WITH FIXED SEATING: FACTOR: PER SEAT

1. **WAITING AREA / RECEPTION** 100 SQ.FT. / 7 NET =14
2. **DINING AREA** 2,040 SQ.FT./15 NET =136
3. **KITCHEN / PREP/ WASHING** 779 SQ.FT. / 200 GROSS = 4 PERSON(S)
4. **STORAGE & WALK-IN COOLERS** 200 SQ.FT. / 300 GROSS = 1

OCCUPANCY LOAD TOTAL : 155 PERSONS

PLUMBING FIXTURE COUNT

PER TABLE A & TABLE 4-1 2016 CPC :

OCCUPANCY LOAD : 88 / 2

MALE = 44.0
FEMALE

MEN:
1 TOILETS / REQUIRED = 1 TOILET PROVIDED
1 URINAL / REQUIRED < 3 URINAL PROVIDED
1 LAVATORIES / REQUIRED < 2 LAVATORIES PROVIDED

WOMEN:
2 TOILETS / REQUIRED < 3 TOILET PROVIDED
1 LAVATORIES / REQUIRED < 3 LAVATORIES PROVIDED

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3.	A-1.1	(E) FLOOR PLAN	31.	DIV-3	GENERAL NOTES
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5.	A-1.3	(E) ELEVATIONS			
6.	A-2.0	(N) SITE PLAN			
7.	A-2.1	DEMOLITION PLAN			
8.	A-3.0	(N) FLOOR PLAN			
9.	A-3.1	(N) REFLECTIVE CEILING PLAN			
10.	A-3.2	(N) SUGGESTED LIGHTING PLAN			
11.	A-3.3	(N) SUGGESTED POWER PLAN			
12.	A-3.4	(N) ROOF PLAN			
13.	A-3.5	(N) DOOR & WINDOW SCHEDULES			
14.	A-4.0	(N) HEALTH DEPARTMENT FLOOR PLAN			
15.	A-4.1	(N) SECTIONS / HEALTH DEPT.			
16.	A-4.2	(N) SECTIONS / HEALTH DEPT.			
17.	A-5.0	(N) ELEVATIONS			
18.	A-5.1	(N) ELEVATIONS			
19.	A-5.2	(N) BUILDING SECTIONS			
20.	A-6.0	ADA ACCESSIBLE PARKING STALL			
21.	A-6.1	ADA ACCESSIBLE FLOOR PLAN			
22.	A-6.2	ADA RESTROOM ELEVATIONS			
23.	ADA-1	ADA ACCESSIBLE NOTES & DETAILS			
24.	ADA-2	ADA ACCESSIBLE NOTES & DETAILS			
25.	ADA-3	ADA ACCESSIBLE NOTES & DETAILS			
26.	GRN01	CALGREEN REQUIREMENTS			
27.	GRN02	CALGREEN REQUIREMENTS			
28.	GRN03	CALGREEN REQUIREMENTS			

ABBREVIATIONS			
ACCUSS	ACOUSTIC	DR	DOOR
ADD	ADDITION	DRWR	DRAWER
A.F.F.	ADDITIONAL FINISH FLOOR	D.S.	DOWNPOUT
APPROX	APPROXIMATE	EA	EACH
@	AT	ELEC	ELECTRICAL
BLDG	BUILDING	EL	ELEVATION
BM	BEAM	EQ	EQUAL
BO	BOARD	EXIST	EXISTING
BT	BOTTOM	EXT	EXTERIOR
CAB	CABINET	F.F.	FINISH FLOOR
C.C.	CEILING	F.O.C.	FACE OF CONCRETE
C.J.	CEILING JOIST	F.O.S.	FACE OF STUD
CL	CLEAR	FIN	FINISH
COL	COLUMN	F.F.	FINISH FLOOR
CONC	CONCRETE	F.F.L.	FLOOR JOIST
CONT	CONTINUOUS	FLR / FL	FLOOR / FLOOR
CSMT	CASMENT	GA	GALVE
C.T.	CERAMIC TILE	GLV	GALVANIZED
DBL	DOUBLE	GLZ	GLASS GLAZING
DF	DRINKING FOUNTAIN	H.C.	HOLLOW CORE
DIA	DIAMETER	HORIZ	HORIZONTAL
DM	DIMENSION	HW	HARDWARE
DET	DETAIL	INT	INTERIOR
DN	DOWN	INCA	INCANDESCENT

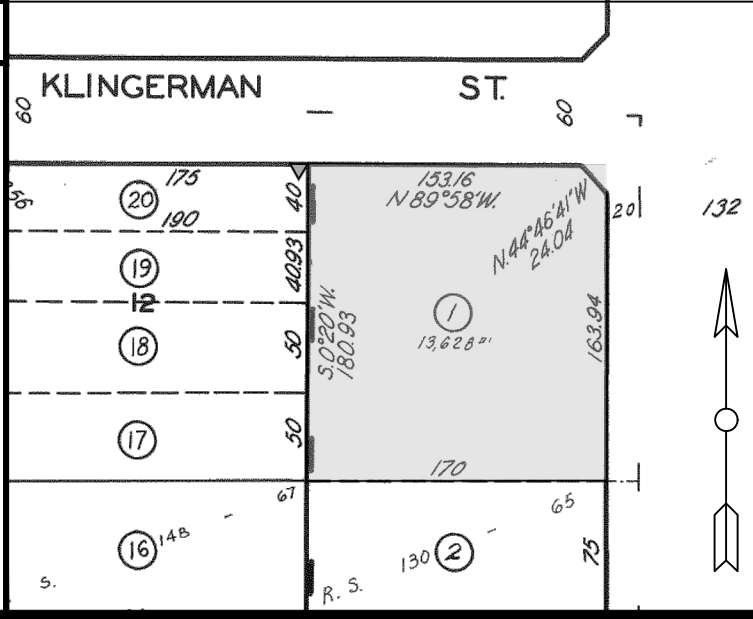
CODE COMPLIANCE

ALL WORK SHALL COMPLY WITH THE FOLLOWING CODES:
2021 LOCAL CITY OF SOUTH EL MONTE MUNICIPAL CODE INCLUDING AMENDMENTS
BUILDING CODE: 2021 CALIFORNIA BUILDING CODE
PLUMBING CODE: 2021 CALIFORNIA PLUMBING CODE
MECHANICAL CODE: 2021 CALIFORNIA MECHANICAL CODE
ELECTRICAL CODE: 2021 CALIFORNIA ELECTRICAL CODE
ACCESSIBILITY CODE: 2021 CALIFORNIA ACCESSIBILITY CODE
ENERGY CODE: 2021 CALIFORNIA ENERGY EFFICIENCY STANDARDS
FIRE CODE: 2021 CALIFORNIA FIRE CODE
GREEN BLDG. CODE: 2021 CALIFORNIA GREEN BUILDING

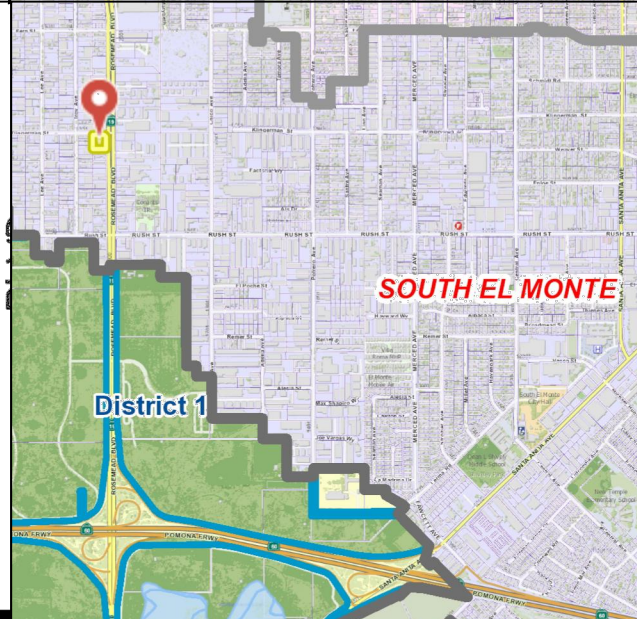
SCOPE OF WORK

- TENANT IMPROVEMENT OF EXISTING 2,638 SQUARE FEET RESTAURANT
- NEW 1,728 SQUARE FEET EXTERIOR DINING PATIO ADDITION
- NEW 186 SQUARE FEET STORAGE ADDITION
- TOTAL 4,553 SQ.FT. RESTAURANT

PARCEL MAP



VICINITY MAP



CONTACT INFO:

DESIGNER:
EG & ASSOCIATES
Design Consultants
8531 Florence Ave Suite 100
Downey CA 90240
Ph. (562) 904-0499

STRUCTURAL:
ALL CITIES CONSULTING ENG.
CIVIL ENGINEERS
8615 FLORENCE AVE #102
DOWNEY, CA 90240
PH.: (562) 861-7900

MEP:
JS ENGINEERING INC.
JOE ZHANG
joezhang@sbcglobal.net
phone: (626)497-0558

OWNER :
LUIS ROMAN
2327 ROSEMEAD BLVD.
EL MONTE CA 91733
(626)442-6414

GENERAL NOTES:

- PROJECT NOTES:**
- THESE PROJECT NOTES ARE BINDING UPON ALL CONTRACTORS AND SUB-CONTRACTORS. THESE NOTES AS WELL AS THE INFORMATION SHOWN IN THESE DRAWINGS ARE PART OF A BINDING CONTRACT. NO TIME EXTENSIONS WILL BE APPROVED FOR FAILURE TO CARRY OUT THE DUTIES STIPULATED IN THESE DRAWINGS.
 - NO CHANGE ORDERS WILL BE GRANTED FOR DISCREPANCIES IN THE DRAWINGS. ALL DISCREPANCIES MUST BE BROUGHT TO THE ATTENTION OF THE CLIENT / OWNER / CONSULTANT / DESIGNER EG & ASSOCIATES Design Consultants DURING BIDDING.
 - ANY ADDITIONAL WORK BEYOND WHAT IS SHOWN IN THESE DRAWINGS MUST BE APPROVED IN WRITING PRIOR TO THE START OF WORK. IF PRIOR APPROVAL IS NOT SECURED, THE OF THAT WORK WILL BE THE SOLE RESPONSIBILITY OF THE GENERAL CONTRACTOR.
 - THE G.C. AND THE SUB CONTRACTORS SHALL BE QUALIFIED, EXPERIENCE AND LICENSED CONTRACTORS SKILLED IN THE DUTIES THAT THEY ARE TO PERFORM ON THIS PROJECT. GENERAL CONTRACTOR MUST BE LICENSED AND QUALIFIED WITH THE APPROPRIATE JURISDICTION AT THE PROJECT LOCATION TO OBTAIN PERMITS AND INITIATE / COMPLETE CONSTRUCTION. THEY MUST BE FAMILIAR WITH ALL FEDERAL, STATE AND LOCAL LAWS, ORDINANCES, RULES AND REGULATIONS THAT MAY IN ANY MANNER, AFFECT THE WORK.
 - BEFORE SUBMITTING THE BID, THE BIDDERS MUST OBTAIN FROM CLIENT / OWNER:
 - ALL COMPLETED AND APPROVED AND STAMP PLANS AND DRAWING FROM LOCAL CITY JURISDICTION OR COUNTY.
 - ALL CITY, COUNTY, MUNICIPAL CODES AND ORDINANCES.
 - OWNER / LANDLORD / TENANT WORK RULES (IF ANY AS WELL AS CONSTRUCTION DOCUMENTS, INCLUDING BUT NOT LIMITED TO:
 - SPECIFICATIONS
 - PLANS AND DRAWINGSAND ALL OTHER CONDITIONS AND REQUIREMENTS THAT MAY, IN MANNER, AFFECT THE WORK UNDER CONTRACT. THEREFORE THEY MUST VISIT THE SITE OF THE PROPOSED PROJECT AND FAMILIARIZE THEMSELVES WITH ALL LOCAL CONDITIONS, FIRE-RATINGS REQUIREMENTS, AND THE NATURE OF THE PROJECT. THE PRICING SHALL BE BASED ON THESE SPECIFICATIONS AND MATERIALS SHOWN ON THE DRAWINGS. SUBMISSION OF THE BIDS SHALL BE CONSIDERED AS THE EVIDENCE THAT THE BIDDER HAS BECOME FAMILIAR TO ALL FACETS OF THE SPECIFIED PROJECT. THE CONTRACTOR SHALL USE APPLICABLE SECTIONS OF THE NOTES.
 - ANY EXCEPTIONS, OMISSIONS, DISCREPANCIES AND DOUBTS REGARDING PLANS, DRAWINGS AND SPECIFICATIONS (IF ANY) SHALL BE COMMUNICATED PROMPTLY, IN WRITING, TO THE OWNER / CLIENT FOR THEIR TIMELY AND RATER THAN 24 HOUR PERIOD PRIOR TO BID DUE DATE (IF ANY). NO ORAL COMMUNICATION REGARDING THE EXCEPTIONS, CHANGES OR CLARIFICATIONS, IF MADE DUE TO THE ACCEPTANCE OR EXCEPTIONS BEFORE THE BID DUE DATE SHALL BE CONSIDERED BINDING. THE AWARDED BIDDER AND / OR ALL THEIR SUB-CONTRACTORS WILL BE REFERENCED COLLECTIVELY AS "THE CONTRACTOR" FROM THIS POINT ONWARDS.
 - ALL EXISTING OR NEW STRUCTURAL AND BUILDING FIRE PROTECTION SHALL BE PROTECTED. GENERAL CONTRACTOR TO REPORT ANY DAMAGED CONSTRUCTION TO CLIENT / OWNER / LANDLORD PRIOR TO STARTING WORK. ALL STRUCTURAL ITEMS NOT SHOWN ARE TO REMAIN.
 - WHERE NEW CONSTRUCTION IS TO BE SUSPENDED FROM THE EXISTING STRUCTURE, CONTRACTOR SHALL FIRST VERIFY EXISTING STRUCTURE HAS THE CAPACITY TO SUPPORT SUCH NEW ASSEMBLIES. REPORT INADEQUATE STRUCTURE TO OWNER, DESIGNER, AND ENGINEER PRIOR TO INSTALLING SUSPENDED WORK.
 - ALL SPRINKLER WORK MODIFICATION SHALL BE COORDINATED WITH ALL OTHER TRADES ON SITE. CONTRACTOR IS RESPONSIBLE FOR ALL SPRINKLER WORK ENGINEERING AND HYDRAULIC CALCULATIONS FOR ALL UPGRADES AND MODIFICATIONS, INCLUDING ALL RISERS AND HEADS. ALL SPRINKLER WORK SHALL ACCOMMODATE CLIENTS / OWNERS IMPROVEMENTS / NEW PER-APPROVED CONSTRUCTION DRAWINGS AND SPECIFICATION.
 - PEDESTRIAN TRAFFIC SHALL BE PROTECTED BY A FENCE AND CANOPY CONSTRUCTED IN ACCORDANCE WITH THE BUILDING CODE. PEDESTRIAN PROTECTION SHALL NOT BE ERRECTED UNTIL A PERMIT HAS FIRST BEEN OBTAINED BY THE PUBLIC WORKS DEPARTMENT. PEDESTRIAN PROTECTION SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE BUILDING CODE. SCAFFOLDING SHALL NOT BE INCORPORATED INTO THE PEDESTRIAN PROTECTION UNLESS IT COMPLIES WITH ALL CLEAR HEIGHT AND WIDTH REQUIREMENTS OF CALIFORNIA TITLE 24 DISABLED ACCESS REQUIREMENTS, AND THE AMERICANS WITH DISABILITIES ACT (ADA). CONTRACTOR SHALL ASSUME ALL RESPONSIBILITY FOR REMOVAL AND REPLACEMENT OF NON-COMPLYING PEDESTRIAN PROTECTION.

PARCEL DATA

SITE ADDRESS: 2327 ROSEMEAD BLVD.
EL MONTE, CA 91733

ASSESSOR'S PARCEL NO.: 5281-018-001

LEGAL DESCRIPTION:
TRACT #930 LOT COM ON W LINE OF ROSEMEAD N 450 FT. FROM S LINE OF LOT 22 TH N ON SD W LINE 163.94 FT. TH N 46°44' W 24.04 FT TH N 58° W ... SEE MAPBOOK FOR MISSING PORTION ... OF LOT 22

PROPERTY TYPE: COMMERCIAL / INDUSTRIAL
LOT AREA: 30,759 SQ.FT.
PROPERTY ZONE: C.M. (COMMERCIAL, MANUFACTURING)
MAP REFERENCE: MB (72-91)
TRACT NO: (5905)

PER ASSESSOR'S :

(E) BUILDING #1	2317 ROSEMEAD BLVD.	NOT IN SCOPE
(E) BUILDING #2	2321 ROSEMEAD BLVD.	PART OF SCOPE
(E) BUILDING #3	2321 ROSEMEAD BLVD.	NOT IN SCOPE
(E) BUILDING #4	9386 ROSEMEAD BLVD.	NOT IN SCOPE

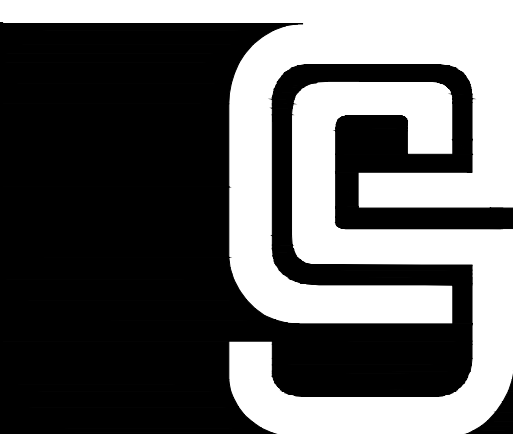
(E) BUILDINGS: (E) BUILDING USE: (E) BUILDING SIZE: (E) YEAR BUILT:

(E) BUILDING #1	B - OCCUPANCY	= 784 SQ. FT.	1935 / 1938
(E) BUILDING #2	A-2 OCCUPANCY	= 2,638 SQ. FT.	1946 / 1947 / 2019
(E) BUILDING #3	R1 OCCUPANCY	= 1,116 SQ. FT.	1941 / 1941
(E) BUILDING #4	F1 OCCUPANCY	= 861 SQ. FT.	1946 / 1946

SEPARATE PERMITS REQR'D

- SIGNAGE
-

PROJECT CLOSEOUT:
THE CONTRACTOR SHALL PROVIDE THE FOLLOWING DOCUMENTS BEFORE THE CLOSING OF THE PROJECT AND PRIOR TO ISSUANCE OF FINAL PAYMENT.
1. ONE YEAR WRITTEN WARRANTY FOR ANY DEFECT IN WORKMANSHIP, MATERIAL AND EQUIPMENT, AS PROVIDED AND OR INSTALLED BY GENERAL CONTRACTOR.
2. TWO SETS OF REPRODUCIBLE, OR RED MARKED PRINTS OF "AS-BUILT" DRAWINGS, TRANSMITTAL COPY TO OWNER & DESIGNER FROM GENERAL CONTRACTOR ONCE PROJECT COMPLETED AND CITY APPROVED.
3. SUB-CONTRACTORS LIST - OWNER FORMAT.
4. SUB-CONTRACTORS FINAL UNCONDITIONAL WAIVER - OWNER FORMAT.
5. CONTRACTORS AFFIDAVIT.
6. CERTIFICATE OF OCCUPANCY AND CERTIFICATION OF COMPLETION.
7. OWNER & DESIGNER / SITE OR FIELD COMPLETION APPROVAL.



EG & ASSOCIATES
DESIGN
CONSULTANTS

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DOWNEY CA 90240

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W: EGDESIGNCONSULTANT.COM

REVISIONS:

1	05-18-21 PC#1 PLANNING CORR.
2	05-25-21 PC#1 PLANNING RESUB.
3	05-31-21 PC#1 PLANNING APPROVAL

OWNER / TENANT:

MARISCOS
SAN ISIDRO
RESTAURANT

2327 ROSEMEAD BLVD.
EL MONTE, CA 91733
(626) 442 - 6414

PROJECT: TENANT IMPROVEMENT RESTAURANT
MARISCOS
SAN ISIDRO
MEXICAN RESTAURANT
2327 ROSEMEAD BLVD. EL MONTE, CA 91733
APN: 5281-018-001

STAMP:

DATE:
FEBRUARY 25, 2021

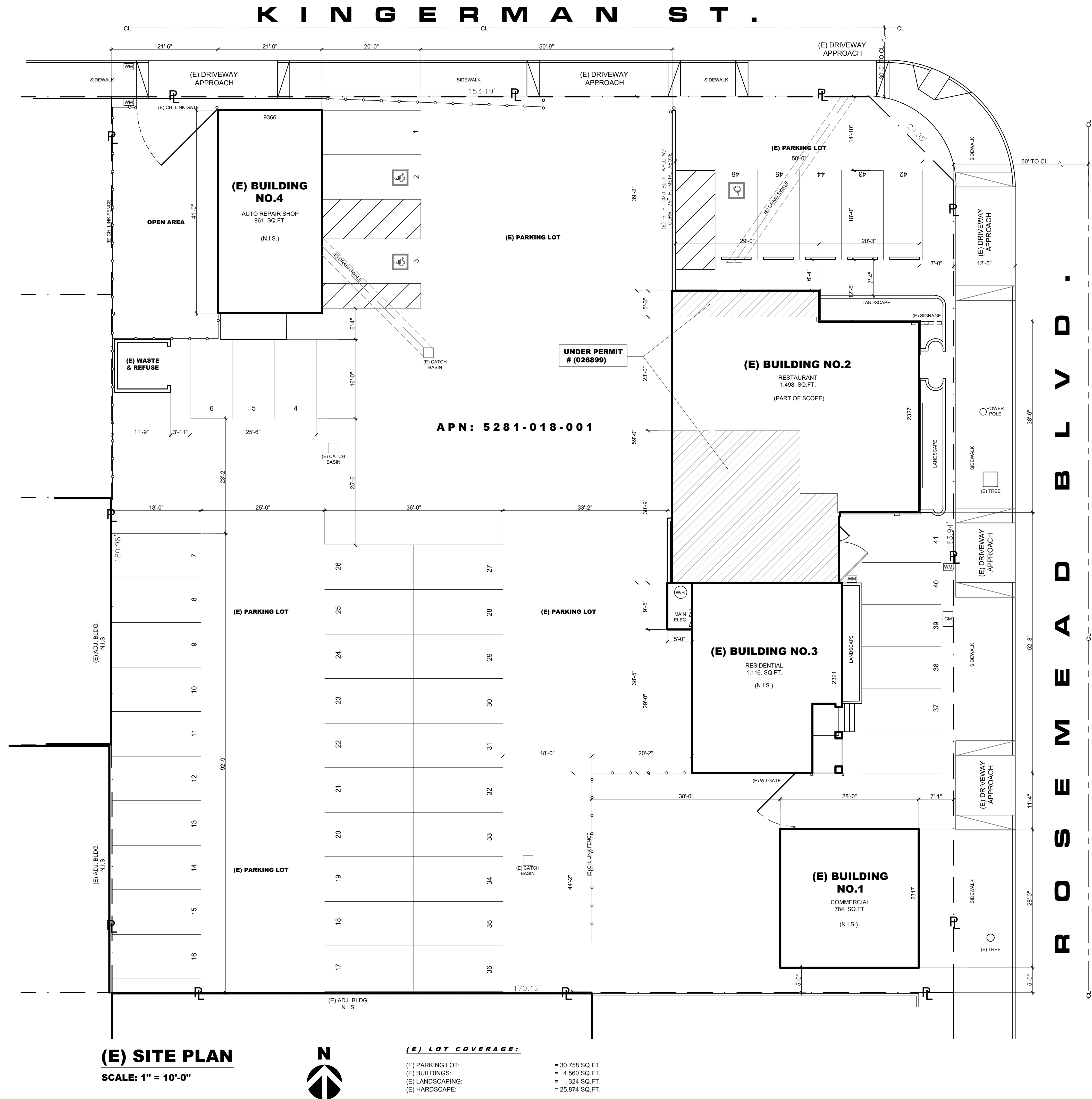
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JUNE 11, 2021

SCALE:
AS NOTED

DRAWN BY:
EDUARDO GUZMÁN

SHEET:
TITLE SHEET

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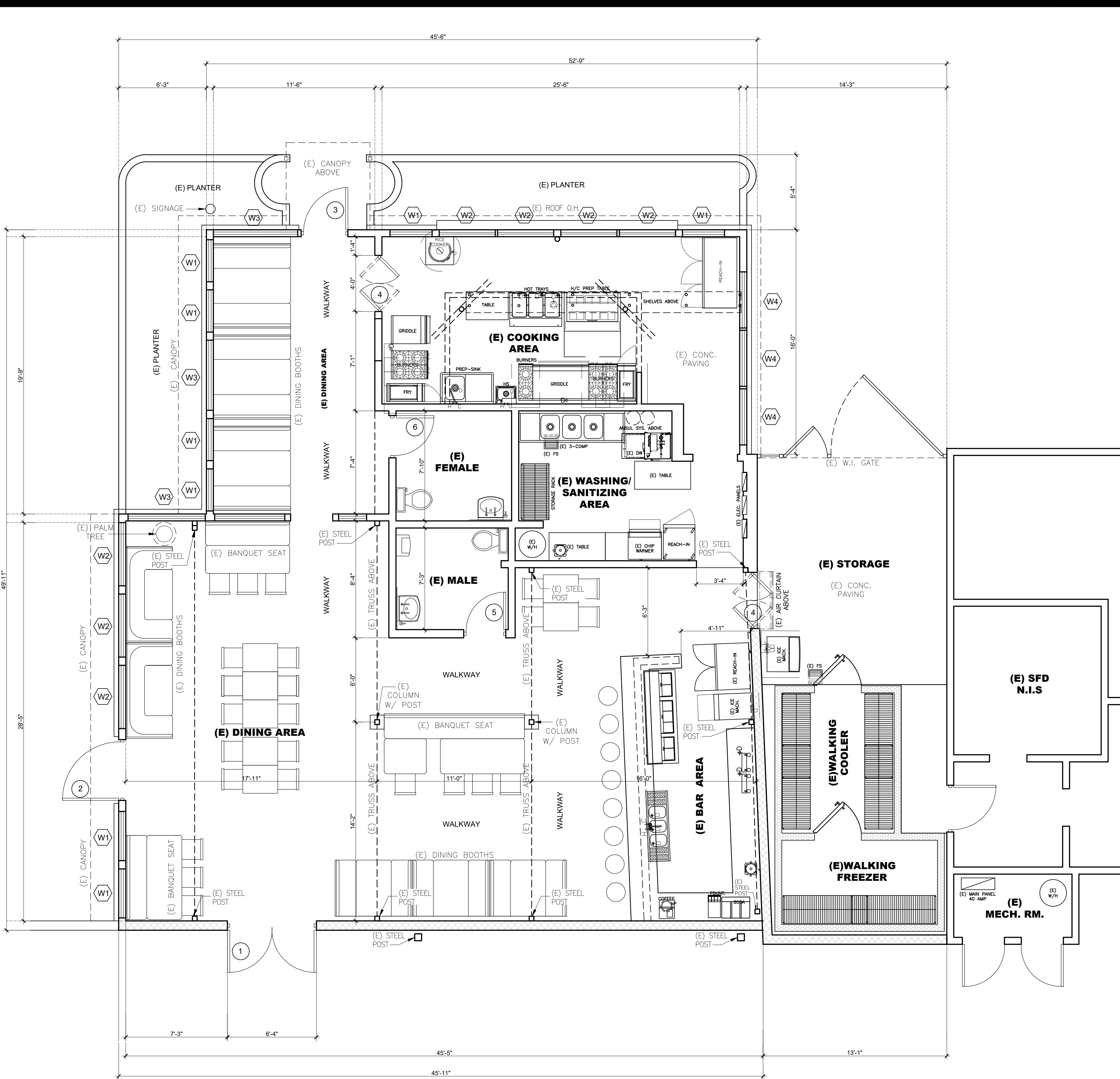
SHEETS

(E) DOOR SCHEDULE												
WINDOW NO.	DOOR				FRAME				FINISH		HARDWARE	REMARKS
	SIZE		THK	MATL.	MATL.	DETAILS			FACE	EDGE		
	WIDTH	HEIGHT				JAMB	HEAD	SILL				
1	3'-0"	6'-8"	1'-3/4"	WD	WD	-	-	-	WD	MFR	SWING	PAIR OF DOORS (MAIN ENTRANCE)
2	4'-0"	6'-8"	1'-3/4"	WD	WD	-	-	-	WD	MFR	SWING	NORTH ENTRANCE DOOR
3	3'-0"	6'-8"	1'-3/4"	WD	WD	-	-	-	WD	MFR	SWING	EAST ENTRANCE DOOR
4	18"	4'-0"	1'-3/4"	WD	WD	-	-	-	WD	MFR	SWING	PAIR OF BAR DOORS (ALUMINUM)
5	3'-0"	6'-8"	1'-3/4"	WD	WD	-	-	-	WD	MFR	SWING	RESTROOM DOOR
6	3'-0"	6'-8"	1'-3/4"	WD	WD	-	-	-	WD	MFR	SWING	RESTROOM DOOR
7												
8												

DOOR LEGEND			
ALUM.	ALUMINUM	PL	PLASTIC LAMINATE
MFR.	MANUFACTURE	PS	PRESSED STEEL
EP	ENAMEL PAINT	PT	PAINT
FF	FACTORY FINISH	SC	SOLID CORE
GL	GLASS	TG	TEMPERED GLASS
		WD	WOOD
		MTL	METAL
		HM	HOLLOW METAL

(E) WINDOW SCHEDULE									
WINDOW NO.	SIZE		MATERIALS		DETAILS				REMARKS
	WIDTH	HEIGHT	PANEL	FRAME	JAMB	HEAD	SILL	TYPE	
W1	3'-4"	4'-0"	TG	ALUM.	-	-	-	FX	EXISTING STORE FRONT TEMPERED FIXED GLASS
W2	4'-6"	4'-0"	TG	ALUM.	-	-	-	FX	EXISTING STORE FRONT TEMPERED FIXED GLASS
W3	5'-0"	4'-0"	TG	ALUM.	-	-	-	FX	EXISTING STORE FRONT TEMPERED FIXED GLASS
W4	4'-0"	4'-0"	TG	ALUM.	-	-	-	FX	EXISTING STORE FRONT TEMPERED FIXED GLASS

WINDOW LEGEND			
ALUM.	ALUMINUM	SLDG.	ALUMINUM
CP.	CLEAR POLY URETHANE	CS.	CASEMENT
EP	ENAMEL PAINT	DH	DOUBLE HUNG
F	FACTORY FINISH	GD	GARDEN
GL	GLASS	HP	HOPPER
HM	HOLLOW METAL		
		PL	PLASTIC LAMINATE
		PS	PRESSED STEEL
		PT	PAINT
		SC	SOLID CORE
		TG	TEMPERED GLASS
		FX	FIXED
		SH	SINGLE HUNG
		BW	BOW WINDOWS
		BA	BAY WINDOWS
		CU	CUSTOM
		GB	GLASS BLOCK



(E) FLOOR PLAN
SCALE: 1/4" = 1'-0"



FLOOR PLAN WALL LEGEND	
	EXISTING WOOD STUD WALLS
	EXISTING CMU WALLS



EG & ASSOCIATES
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CONSULTANTS

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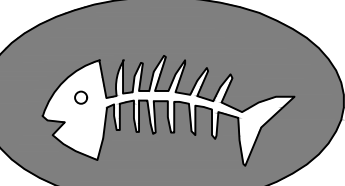
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OWNER / TENANT:

MARISCOS



SAN ISIDRO
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PROJECT: TENANT IMPROVEMENT
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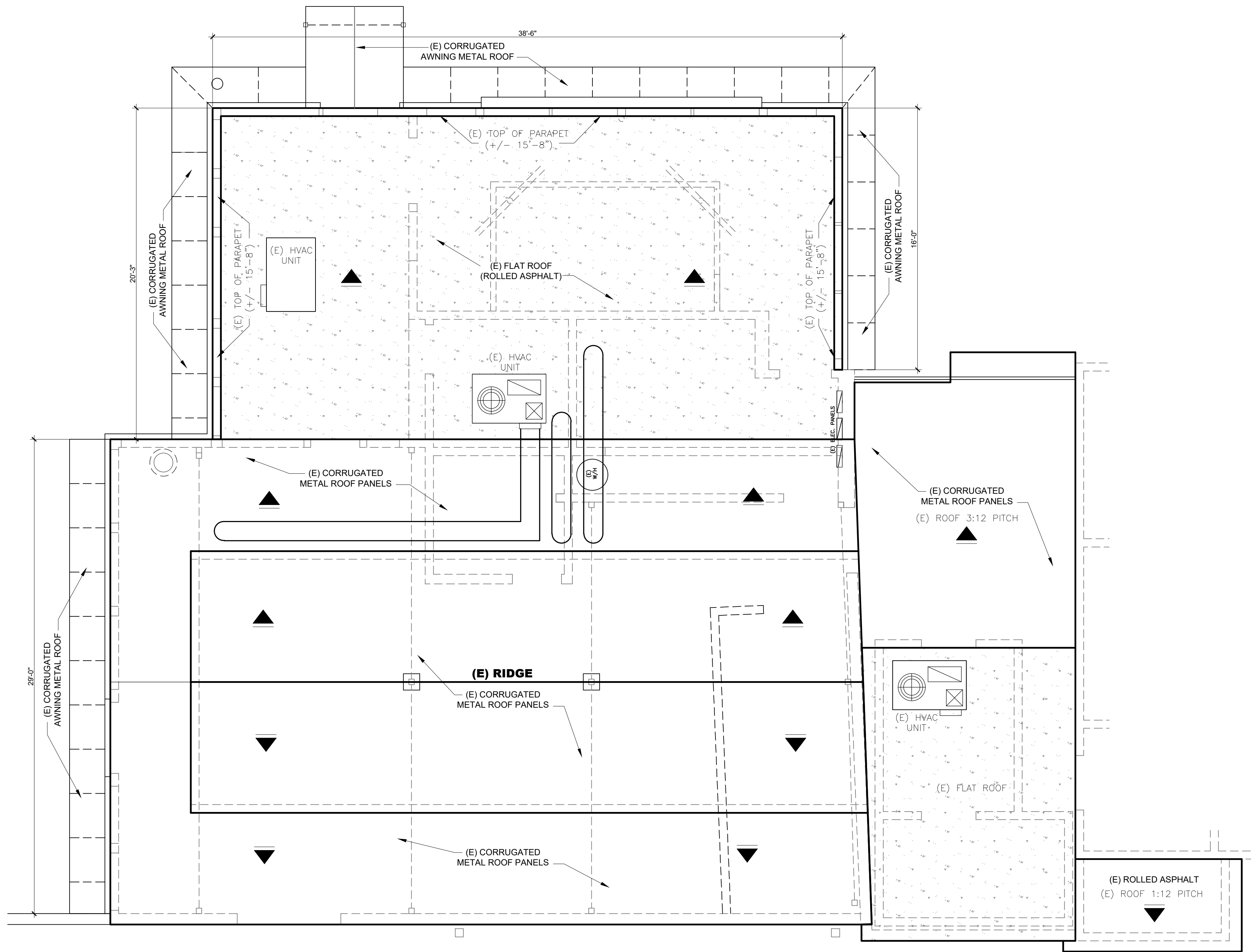
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SHEET:	

A-1.1

SHEETS



(E) ROOF PLAN

SCALE: 1/4" = 1'-0"



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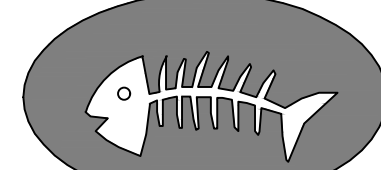
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SHEET:

A-1.2

SHEETS



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05-25-21 PC#1 PLANNING RESUB
05-31-21 PC#1 PLANNING APPROVAL

OWNER / TENANT:

MARISCOS

SAN ISIDRO
RESTAURANT

2327 ROSEMEAD BLVD.
EL MONTE, CA 91733
(626) 442 - 6414

**PROJECT: TENANT IMPROVEMENT
RESTAURANT**
MARISCOS
SAN ISIDRO
MEXICAN RESTAURANT
2327 ROSEMEAD BLVD. EL MONTE, CA 91733
APN: 5281-018-001

STAMP:

DATE:
FEBRUARY 25, 2021

PLOT:
JUNE 11, 2021

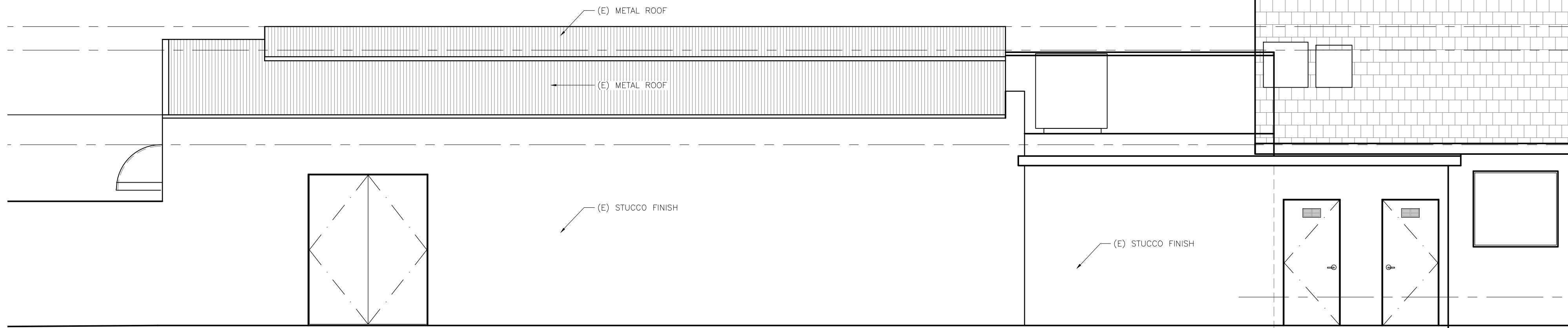
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DRAWN BY:
EDUARDO GUZMÁN

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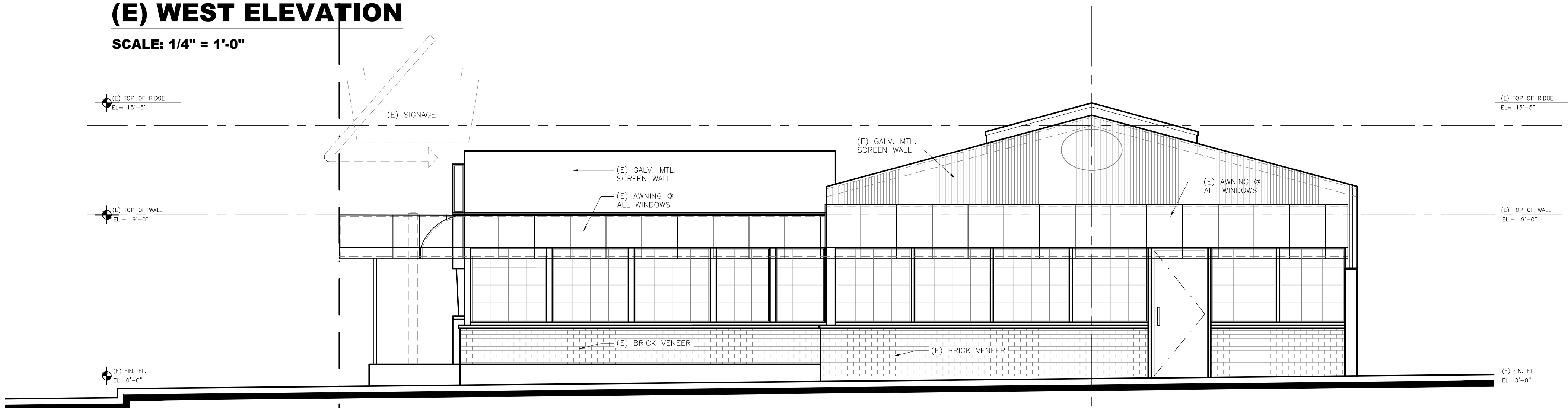
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SHEETS



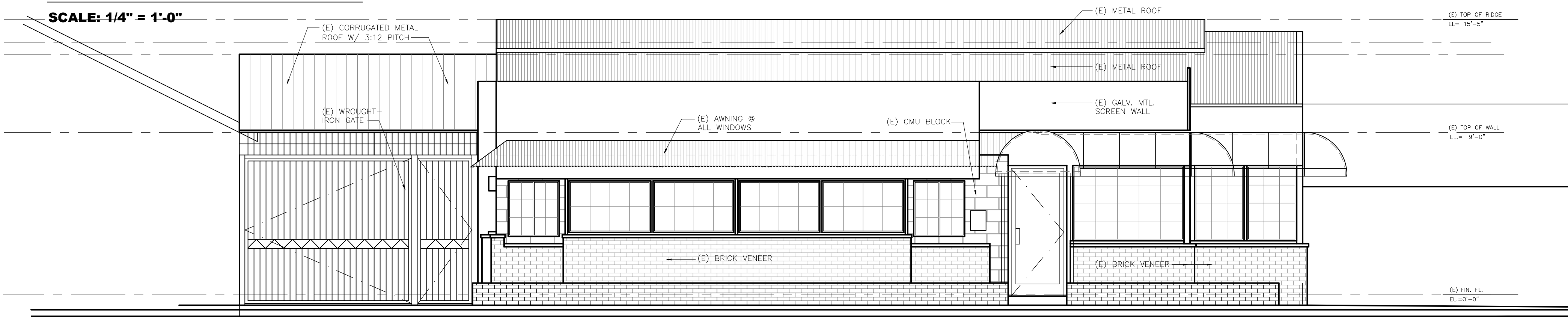
(E) WEST ELEVATION

SCALE: 1/4" = 1'-0"



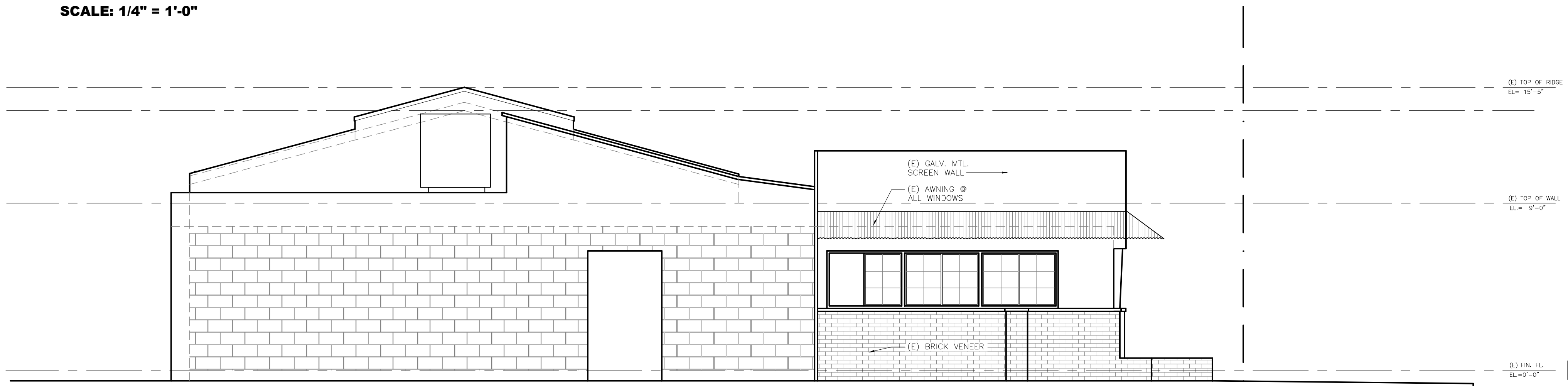
(E) NORTH ELEVATION

SCALE: 1/4" = 1'-0"



(E) EAST ELEVATION

SCALE: 1/4" = 1'-0"



(E) SOUTH ELEVATION

SCALE: 1/4" = 1'-0"

ATTACHMENT A

**BEST MANAGEMENT PRACTICES
FOR CONSTRUCTION ACTIVITIES*****Storm Water Pollution Control Requirements for Construction Activities
Minimum Water Quality Protection Requirements for All Development Construction
Projects/Certification Statement**

The following is intended as minimum notes or as an attachment for building and grading plans and represent the minimum standards of good housekeeping that must be implemented on all construction sites regardless of size. (Applies to all permits)

- Eroded sediments and other pollutants must be retained on site and may not be transported from the site via sheetflow, swales, area drains, natural drainage courses or wind.
- Stockpiles of earth and other construction related materials must be protected from being transported from the site by the forces of wind or water.
- Fuels, oils, solvents and other toxic materials must be stored in accordance with their listing and are not to contaminate the soil and surface waters. All approved storage containers are to be protected from the weather. Spills must be cleaned up immediately and disposed of in a proper manner. Spills may not be washed into the drainage system.
- Non-stormwater runoff from equipment and vehicle washing and any other activity shall be contained at the project site.
- Excess or waste concrete may not be washed into the public way or any other drainage system. Provisions shall be made to retain concrete wastes on site until they can be disposed of as solid waste.
- Trash and construction related solid wastes must be deposited into a covered receptacle to prevent contamination of rainwater and dispersal by wind.
- Sediments and other materials may not be tracked from the site by vehicle traffic. The construction entrance roadways must be stabilized so as to inhibit sediments from being deposited into the public way. Accidental depositions must be swept up immediately and may not be washed down by rain or other means.
- Any slopes with disturbed soils or denuded of vegetation must be stabilized so as to inhibit erosion by wind and water.

Other:

As the project owner or authorized agent of the owner, I have read and understand the requirements listed above, necessary to control storm water pollution from sediments, erosion, and construction materials, and I certify that I will comply with these requirements.

Print Name _____
(Owner or authorized agent of the owner)

Signature _____ Date _____
(Owner or authorized agent of the owner)

*The above Best Management Practices are detailed in the California Storm Water Best Management Practices Handbook, January 2003.
www.cabmphandbooks.com

**PARKING TABULATION
PER PLANNING REQUIREMENTS**

BLDG. #	OCCUP. BLDG. USE	GROSS AREA	PARKING RATIO / OCCUPANCY	REQUIRED	PROVIDED
1	B - OCCUPANCY COMMERCIAL	784 SF.	1 / 300	3	3
2	A-2 OCCUPANCY RESTAURANT	136 OCCUP.	1 / 4 PERS.	34	39
3	EMPLOYEE RESTAURANT		10%	3	3
4	B- OCCUPANCY AUTO REPAIR SHOP	1,161 SF.	1 / 300	4	4
		861 SF.	1 / 300	3	3
TOTAL				47	52

PARKING STRIPING NOTES:

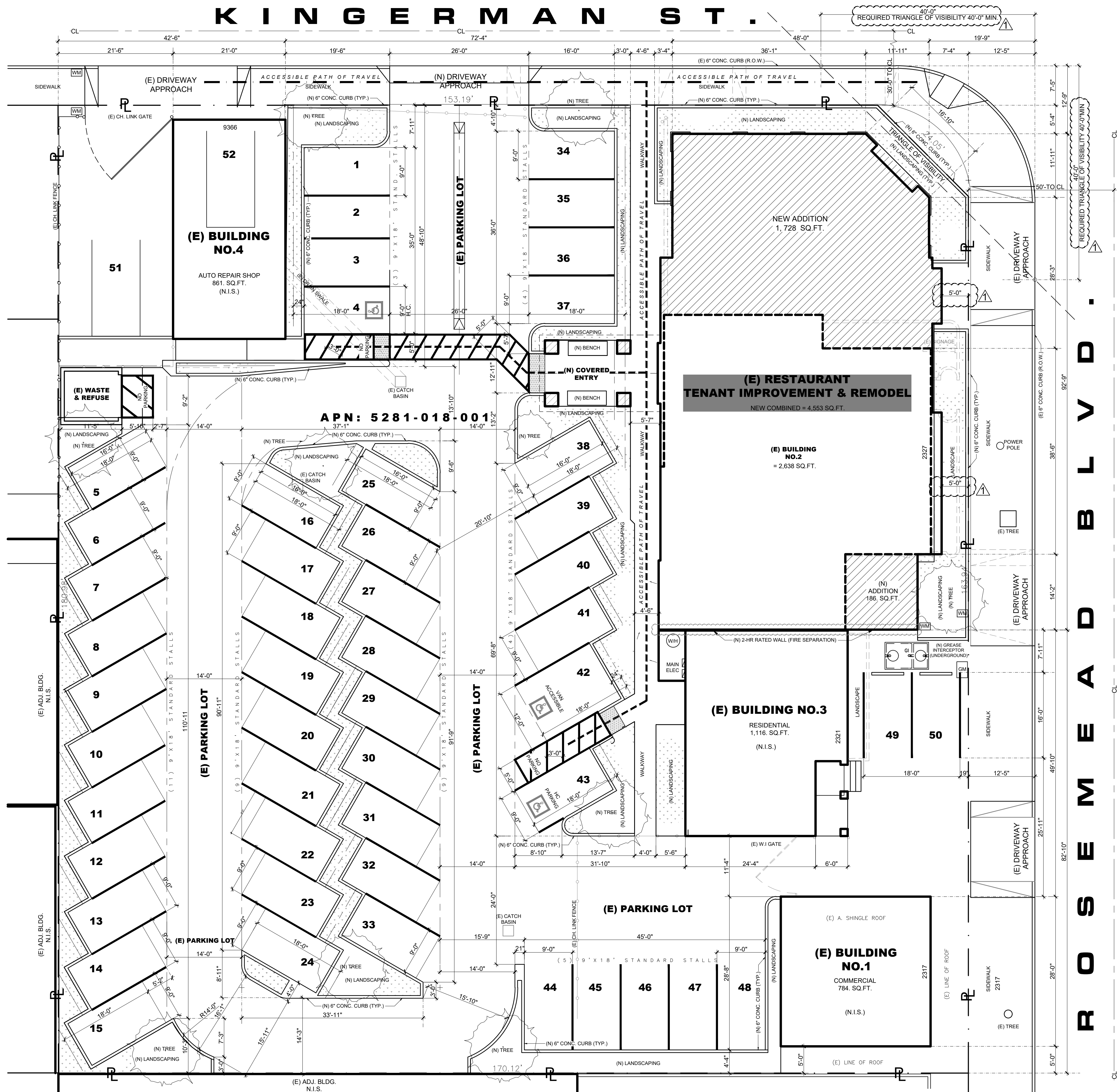
- ALL PARKING SPACES SHALL BE STRIPED SHOWING THE LAYOUT OF THE INTENDED PARKING STALLS. THE STRIPING SHALL NOT BE LESS THAN THREE(3) INCHES IN WIDTH AND SHALL BE MAINTAINED IN A CLEAR, VISIBLE AND ORDERLY MANNER.
- FOR PUBLIC PURPOSES, DIRECTIONAL SIGNAGE TO INDICATE THE ENTRANCE AND EXIT AREAS SHALL BE POSTED AND MAINTAINED.

(N) PARKING TABULATION

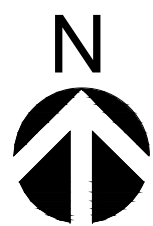
• 9'-0"x20'-0" STD PARKING STALLS :	49
• ADA 12'X20' VAN STALL :	1
• ADA 9'X20' STD STALL :	2
TOTAL PROVIDED	52 STALLS

FIRE DEPARTMENT GENERAL NOTES

- BUILDING ADDRESS NUMBERS SHALL BE PROVIDED AND MAINTAINED SO AS TO BE PLAINLY VISIBLE AND LEGIBLE FROM THE STREET FRONTING THE PROPERTY. THE NUMBERS SHALL BE A MINIMUM OF 4" INCHES HIGH WITH A MINIMUM STROKE WIDTH OF 0.5 INCH. PER FIRE CODE 505.
- THE REQUIRED FIRE FLOW FOR PUBLIC HYDRANTS AT THIS LOCATION IS 1250 GPM, AT 20 PSI RESIDUAL PRESSURE, FOR A DURATION OF 2 HOURS OVER AND ABOVE MAXIMUM DAILY DOMESTIC DEMAND. FIRE CODE 508.3 AND FIRE DEPARTMENT REGULATION 4.
- ALL FIRE HYDRANTS SHALL MEASURE 6"x4"x2 1/2", BRASS OR BRONZE, CONFORMING TO AMERICAN WATER WORKS ASSOCIATION STANDARD 5503 OR APPROVED EQUAL, AND SHALL BE INSTALLED IN COMPLIANCE WITH FIRE DEPARTMENT REGULATION 8 FIRE CODE 508.1.1.
- VEHICULAR FIRE ACCESS SHOULD BE INSTALLED AND MAINTAINED IN A SERVICEABLE MANNER PRIOR TO AND DURING THE TIME OF CONSTRUCTION PER FIRE CODE 501.4.
- THE MEANS OF EGRESS, AND EXIT DISCHARGE, SHALL BE ILLUMINATED AT ANY TIME THE BUILDING IS OCCUPIED WITH A LIGHT INTENSITY OF NO LESS THAN 1 FOOT-CANDLE AT THE WALKING SURFACE LEVEL. BUILDING CODE 1008.2.1
- THE POWER SUPPLY FOR MEANS OF EGRESS ILLUMINATION SHALL NORMALLY BE PROVIDED BY THE PREMISES ELECTRICAL SUPPLY. THE EMERGENCY POWER SYSTEM SHALL BE PROVIDED POWER FOR A DURATION OF NOT LESS THAN 90 MINUTES AND SHALL CONSIST OF STORAGE BATTERIES, UNIT EQUIPMENT OR AN ON-SITE GENERATOR. BUILDING CODE 1008.3.
- EGRESS DOORS SHALL BE READILY OPEN ABLE FROM THE EGRESS SIDE WITHOUT THE USE OF A KEY OR ANY SPECIAL KNOWLEDGE OR EFFORT. BUILDING CODE 1010.1.9.
- PORTABLE FIRE EXTINGUISHER REQUIREMENT SHALL BE INSTALLED IN LOCATIONS AS REQUIRED B FIRE CODE 906.
- EACH DOOR IN A MEANS OF EGRESS FROM A GROUP A, OR ASSEMBLY AREA NOT CLASSIFIED AS AN ASSEMBLY OCCUPANCY, HAVING AN OCCUPANT LOAD OF 50 OR MORE SHALL NOT BE PROVIDED WITH A LATCH OR LOCK UNLESS IT IS PANIC HARDWARE OR FIRE EXIT HARDWARE. BUILDING CODE 1010.1.10. FIRE CODE 1010.1.10.
- EACH REQUIRED COMMERCIAL KITCHEN EXHAUST HOOD AND DUCK SYSTEM SHALL HAVE A TYPE I HOOD PROTECTED WITH AN APPROVE AUTOMATIC FIRE-EXTINGUISHING SYSTEM INSTALLED IN ACCORDANCE WITH BUILDING CODE 904.2.1. FIRE CODE 606.
- INTERIOR WALL AND CEILING FINISHES SHALL BE CLASSIFIED IN ACCORDANCE WITH BUILDING CODE 803 AND TABLE 803.9. FIRE CODE SEC. 803 TABLE 803.3
- CURTAINS, DRAPES AND OTHER DECORATIVE MATERIALS SUSPENDED FROM THE WALLS OR CEILINGS SHALL MEET THE FLAME SPREAD PROPAGATION PERFORMANCE CRITERIA OF NFPA 701 IN ACCORDANCE WITH SEC 806.2 OR BE NONCOMBUSTIBLE. BUILDING CODE 806.1. FIRE CODE 907.

**(N) SITE PLAN**

SCALE: 1/8" = 1'-0"

**LOT TABULATION:**

1. EXISTING PROPERTY (LOT) SIZE:	= 30,788 SQ.FT.	
2. EXISTING BUILDING AREAS (SQ.FT.)	= 4,560 SQ.FT.	= 15%
3. EXISTING & PROPOSED BUILDING AREAS (SQ.FT.)	= 7,314 SQ.FT.	= 24%
4. EXISTING LANDSCAPING:	= 324 SQ.FT.	= 01%
5. PROPOSED LANDSCAPING:	= 3,416 SQ.FT.	= 11%

- LOT COVERAGE (GROSS) = 7,314 SQ.FT. / 30,788 SQ.FT. = .23%
- PROPOSED LANDSCAPING = 3,416 SQ.FT. / 22,670 SQ.FT. = .15%



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CONSULTANTS

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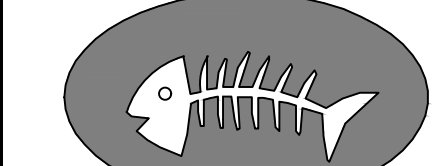
E: EGANDASSOC@YAHOO.COM
W: EGDESIGNCONSULTANT.COM

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SCALE:

AS NOTED

DRAWN BY:

EDUARDO GUZMAN

SHEET:

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SHEETS

DEMO PLAN NOTES

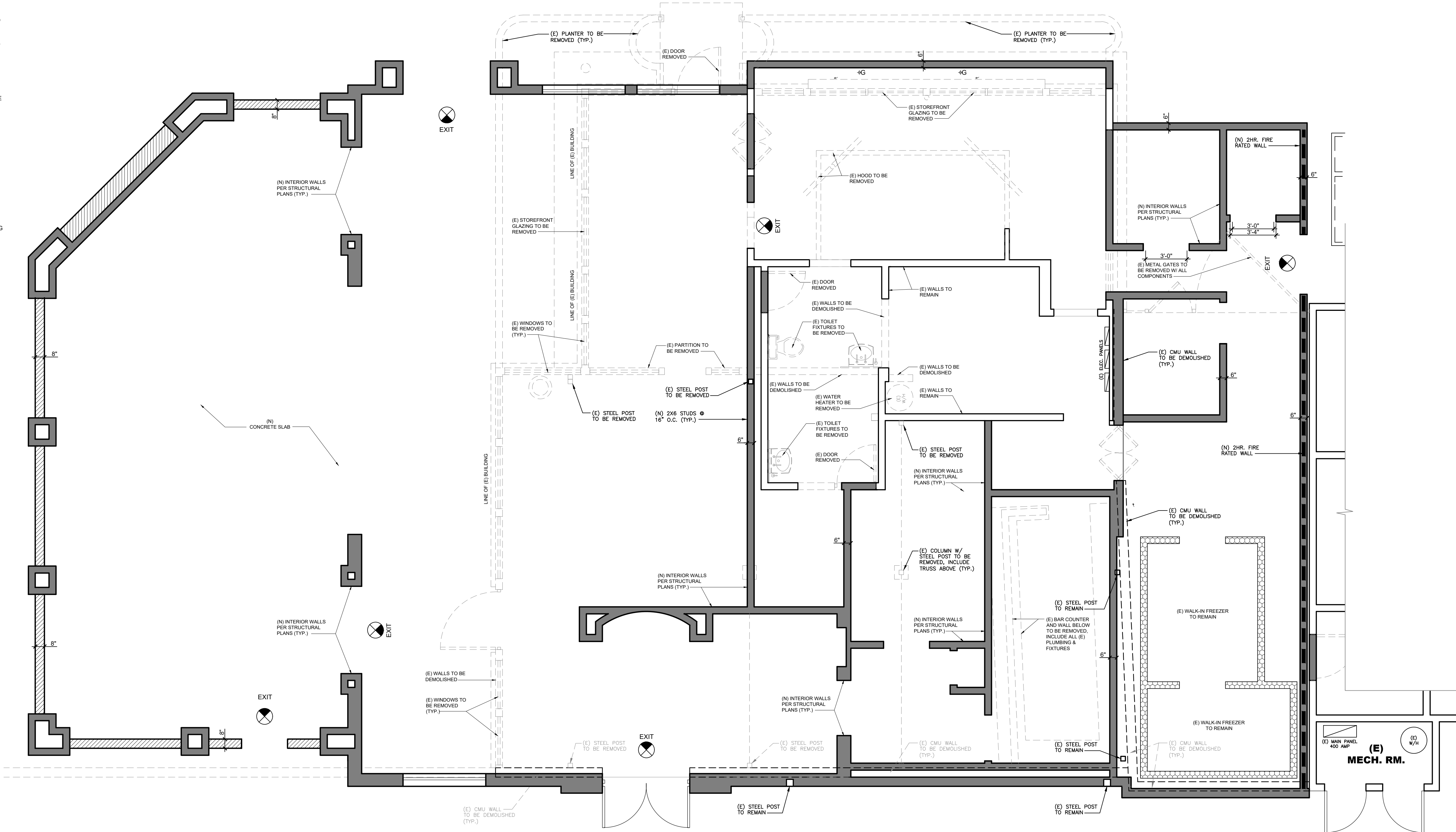
- A. WALLS**
1. GENERAL CONTRACTOR SHALL REMOVE EXISTING INTERIOR, NON-BEARING PARTITION WALLS & FREEZER/COOLER AS INDICATED. DISCONNECT AND REMOVE ALL EXISTING ELECTRIC. CAP OFF PLUMBING (IF ANY) WITHIN REMAINING WALLS OR ABOVE CEILING. AS REQUIRED, PATCH AND REPAIR REMAINING WALL, CEILING, AND FLOOR SURFACES TO ACCEPT FINISHES AS INDICATED.
 2. GENERAL CONTRACTOR SHALL REMOVE EXISTING WALL FINISHES THROUGHOUT SALES AREA. EXERCISE GREAT CARE IN NOT DAMAGING THE NEUTRAL PIERS OR THEIR EXISTING FINISHES. EXERCISE GREAT CARE IN NOT DAMAGING THE FIR RATED DRYWALL AT THE DEMISING WALLS.
 3. GENERAL CONTRACTOR TO REMOVE EXISTING STORE FRONT FINISHES, PREPARE SURFACE TO RECEIVE NEW TILE FINISH.
 4. GENERAL CONTRACTOR SHALL REMOVE EXISTING WALL FINISHES. EXERCISE GREAT CARE IN NOT DAMAGING THE FIRE RATED DRY WALL AT THE DEMISING WALLS.
 5. GENERAL CONTRACTOR SHALL REMOVE EXISTING SWING GATE REUSE EXISTING HARDWARE IF POSSIBLE.

- B. FLOORS**
1. EXISTING QUARRY TILE FLOORING TO REMAIN. PATCH AND REPAIR AS NECESSARY WITHIN THE LEASE LINE.
 2. EXISTING MALL FLOORING TO REMAIN. PATCH AND REPAIR AS NECESSARY ALONG LEASE LINE. CEILINGS.
 3. GENERAL CONTRACTOR SHALL INSTALL NEW 2'X2' OR 2'X4' PANEL CEILING THROUGHOUT LEASE SPACE. REUSE EXISTING GRID, LIGHTS AND DIFFUSERS WHERE POSSIBLE (ALLOWED BACK HOUSE ONLY. SALES AREA MUST BE DRYWALL CEILING).
 4. GENERAL CONTRACTOR SHALL PATCH AND REPAIR GYP. BO. CEILING THROUGHOUT SALES AREA. REUSE EXISTING LIGHTS AND DIFFUSERS WHERE POSSIBLE.
 5. PROFESSIONALLY CLEAN EXISTING FLOOR PRIOR TO OPENING (STRIP & WAX).

- C. COUNTER FIXTURES**
1. GENERAL CONTRACTOR SHALL REMOVE EXISTING COUNTER CONSTRUCTION. EXERCISE CARE IN NOT DAMAGING EXISTING FIRE RATED WALL.

- D. STORE FRONT**
1. GENERAL CONTRACTOR SHALL REMOVE EXISTING SIGN.

- E. MECHANICAL**
1. GENERAL CONTRACTOR SHALL VERIFY CONDITION OF EXISTING WATER HEATER. IF REQUIRED, INSTALL NEW WATER HEATER. SEE PLUMBING DRAWINGS.
 2. GENERAL CONTRACTOR SHALL REMOVE EXISTING H.V.A.C. UNIT. ALL DUCT WORK TO BE RE-USED WHERE POSSIBLE. SEE SHEET M-1 FOR NEW UNIT.
 3. ALL EXISTING DUCTWORK TO BE RE-USED TO BE PROFESSIONALLY CLEANED.
 4. GENERAL CONTRACTOR SHALL REMOVE EXISTING PLUMBING FIXTURES AND CAP ALL PLUMBING BELOW SLAB OR TO WITHIN WALLS WHERE PLUMBING IS NOT TO BE USED.
 5. GENERAL CONTRACTOR SHALL REMOVE EXISTING HOOD AND DUCT WORK.
 6. GENERAL CONTRACTOR SHALL VERIFY INTEGRITY OF FIRING PROOFING MEMBRANE AROUND COLUMNS. PATCH AND REPAIR IF NED.
 7. REMOVED ANY EXISTING HVAC EQUIPMENT NOT BEING REUSED IN NEW BUILD OUT.



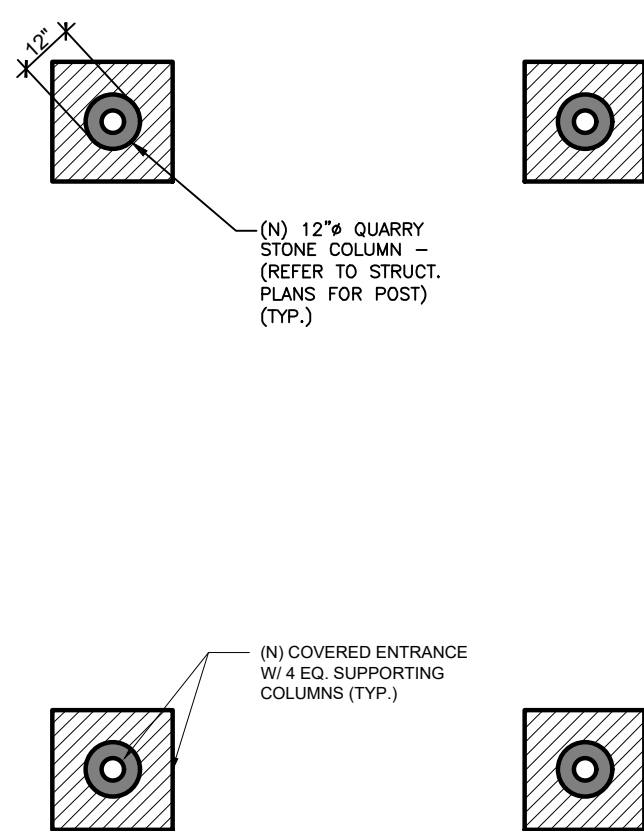
DEMOLITION PLAN

SCALE: 1/4" = 1'-0"



DEMO PLAN WALL LEGEND:

- EXISTING WOOD STUD WALLS
- EXISTING WALLS TO BE REMOVED
- EXISTING CMU WALLS TO BE REMOVED
- EXISTING FREEZER WALLS
- NEW EXTERIOR & INTERIOR WALLS
- NEW 2-HR FIRE RATED WALL
- NEW 36" HIGH LOW WALL
- NEW 52" HIGH LOW WALL



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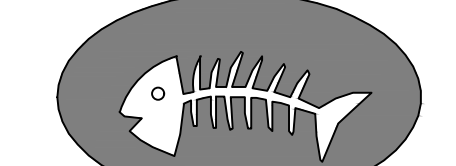
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4	
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8	
9	
10	

OWNER / TENANT:

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PROJECT: TENANT IMPROVEMENT RESTAURANT	MARISCOS SAN ISIDRO MEXICAN RESTAURANT	2327 ROSEMEAD BLVD. EL MONTE, CA 91733 APN: 5281-018-001
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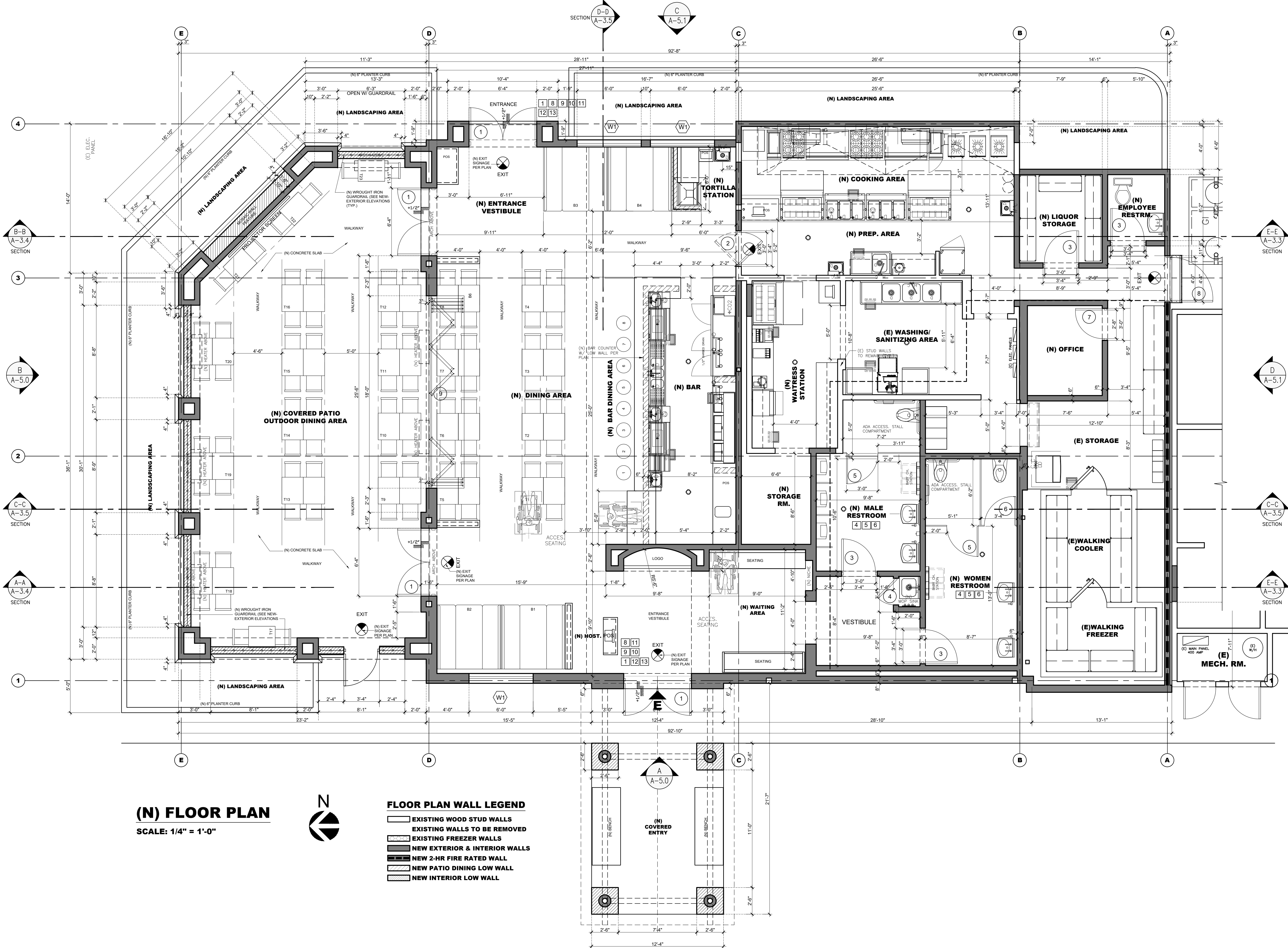
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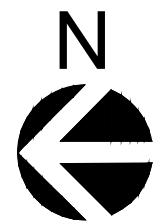
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SHEETS



(N) FLOOR PLAN
SCALE: 1/4" = 1'-0"



FLOOR PLAN WALL LEGEND

- EXISTING WOOD STUD WALLS
- EXISTING WALLS TO BE REMOVED
- EXISTING FREEZER WALLS
- NEW EXTERIOR & INTERIOR WALLS
- NEW 2-HR FIRE RATED WALL
- NEW PATIO DINING LOW WALL
- NEW INTERIOR LOW WALL

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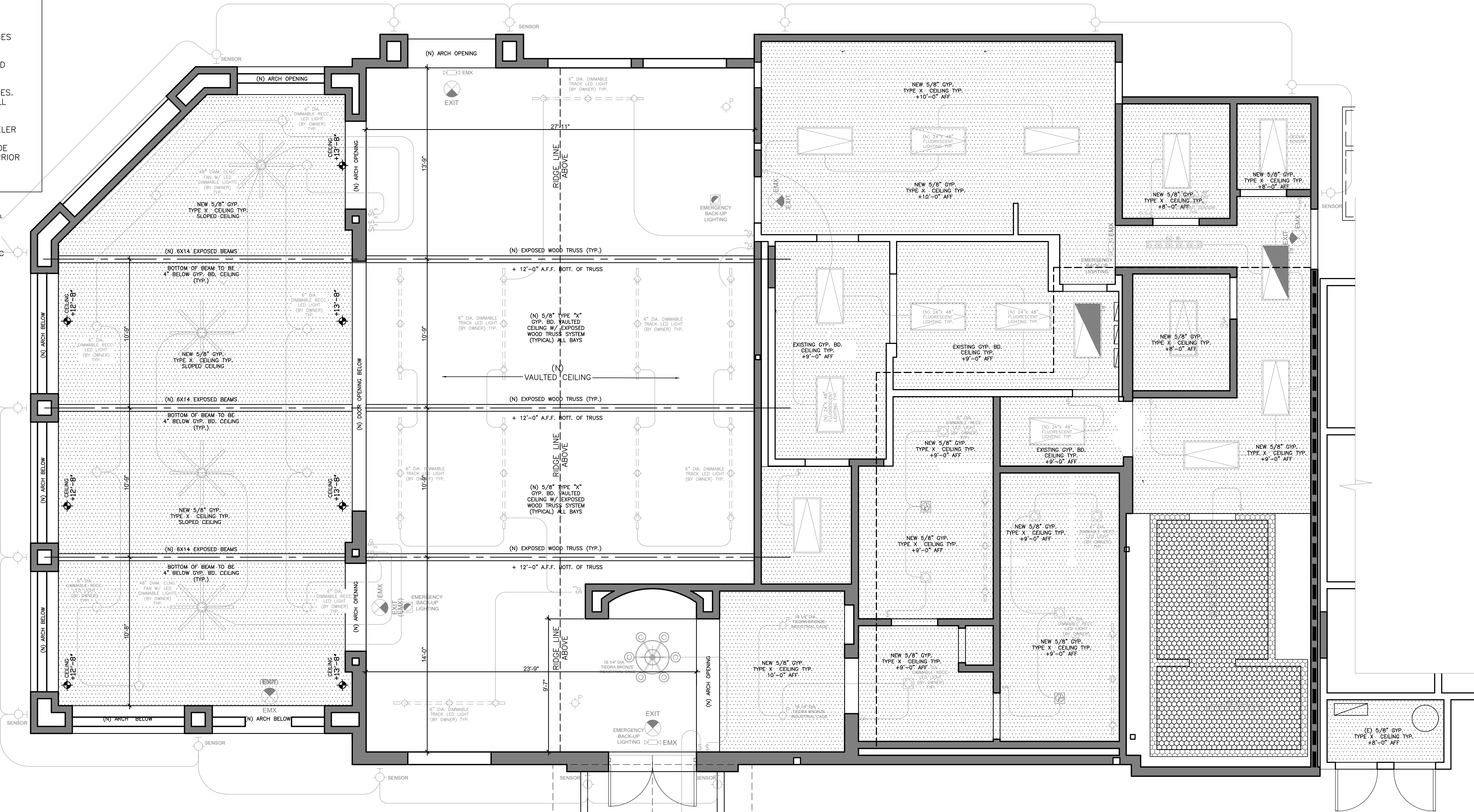
REFLECTED CEILING PLAN NOTES:

1. ALL DIMENSIONS ARE TO THE FACE OF FINISHED SURFACES UNLESS OTHERWISE NOTED.
2. ALL CEILING HEIGHTS ARE FROM ITS RESPECTIVE FINISHED FLOOR LEVEL, UON.
3. G.C. TO VERIFY WEIGHT AND VOLTAGE OF CEILING FIXTURES. PROVIDE CEILING STRUCTURAL SUPPORT/BACKING FOR ALL CEILING MOUNTED FIXTURES.
4. ALL ACCESS PANELS, DEVICES & EQUIPMENT (I.E. SPRINKLER COVER, DIFFUSER GRILLES, ETC.) FINISHED TO MATCH ADJACENT WALL OR CEILING PAINT COLOR, UON. PROVIDE COLOR SAMPLE TO EG & ASSOCIATES FOR APPROVAL PRIOR TO INSTALLATION.

GENERAL WALL / CEILING NOTES

1. INTERIOR WALL AND CEILING FINISH MATERIALS SHALL BE CLASSIFIED IN ACCORDANCE WITH ASTM E84 OR UL 753.
2. INTERIOR WALL AND CEILING FINISH MATERIALS SHALL BE CLASSIFIED FOR FIRE PERFORMANCE AND SMOKE DEVELOPMENT IN ACCORDANCE WITH SECTION 803.1.1 AND TABLE 803.1.1 AS PER PLAN.

NOTE: ALL FINISH MATERIALS SHALL BE CLASS B OR C MINIMUM RATING PER CBC 803.1.1)



(N) REFLECTIVE CEILING PLAN

SCALE: 1/4" = 1'-0"

FLOOR MATERIALS, POWER & SIGNAL NOTES:

1. ALL DIMENSIONS ARE TO THE FACE OF FINISHED SURFACES UNLESS OTHERWISE NOTED.
2. ALL FLOOR MATERIAL TRANSITIONS TO BE CENTERED AT DOORS WHERE OCCURS.
3. REFER TO EG & ASSOCIATES /ELECTRICAL CONSULTANT'S POWER PLAN FOR ALL POWER, AV, TEL, DATA, ETC. OUTLET LOCATIONS. ALL MAINTENANCE DUPLEX CONVENIENCE OUTLETS & HOUSE TELEPHONE OUTLETS LOCATIONS BY EG & ASSOCIATES . EG & ASSOCIATES TO COORDINATE WITH OWNER.
4. ALL MOUNTING HEIGHTS INDICATED FOR ELECTRICAL DEVICES, I.E. J-BOX, DUPLEX OUTLET, DATA, TELEPHONE, AIR QUALITY SENSOR, TEMPERATURE SENSOR, ETC., ARE FROM ITS RESPECTIVE FLOOR LEVEL, UON. REFER TO ELEVATIONS FOR ADDITIONAL ELECTRICAL DEVICES MOUNTING HEIGHT
5. ALL OUTLETS TO BE MOUNTED HORIZONTALLY AT +18" AFF, UON
6. ALL FACE PLATES OF ELECTRICAL OUTLETS & TELEPHONE OUTLETS TO MATCH THE FINISH OF ADJACENT SURFACE. PROVIDE SAMPLE TO SDDA FOR APPROVAL PRIOR TO INSTALLATION.
7. ALL ELECTRICAL & MECHANICAL REQUIREMENTS INSIDE POS, KITCHEN/COOKING AREA BY FOOD & BEVERAGE DESIGN CONSULTANT.

FLOOR PLAN CEILING LEGEND

- WEATHERBOARD PANEL TYP. SS FIN. PER MFR.
- 5/8" GYPSUM BRD. CEILING TYP.

FLOOR PLAN WALL LEGEND

- EXISTING WOOD STUD WALLS
- EXISTING FREEZER WALLS
- NEW EXTERIOR & INTERIOR WALLS
- NEW 2-HR FIRE RATED WALL
- NEW PATIO DINING LOW WALL
- NEW INTERIOR LOW WALL



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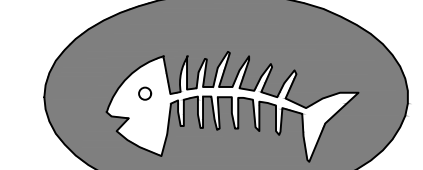
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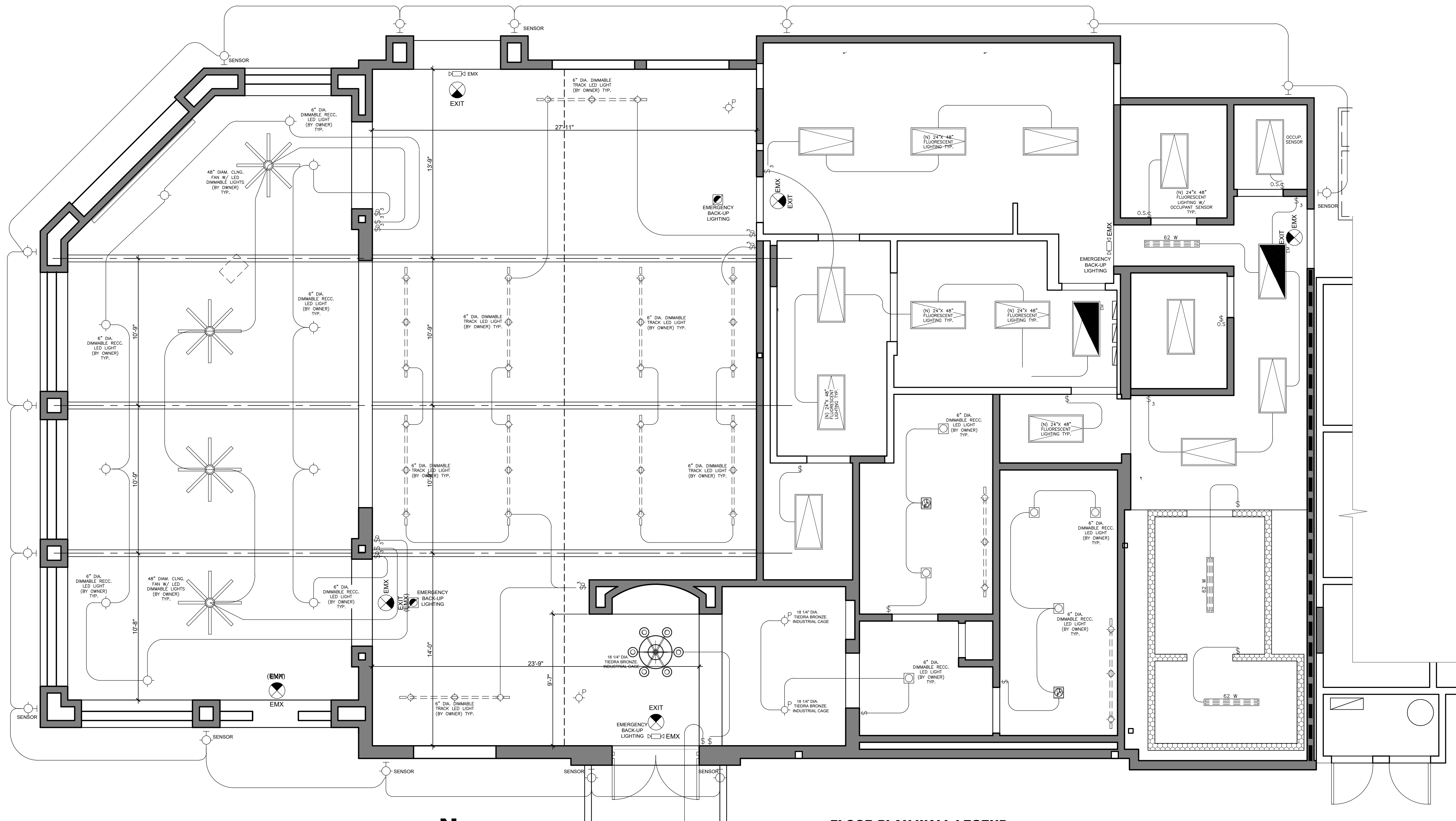
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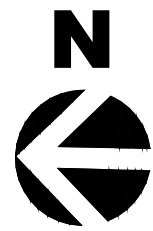
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SHEETS



(N) SUGGESTED LIGHTING PLAN

SCALE: 1/4" = 1'-0"



FLOOR PLAN WALL LEGEND

- EXISTING WOOD STUD WALLS
- EXISTING FREEZER WALLS
- NEW EXTERIOR & INTERIOR WALLS
- NEW 2-HR FIRE RATED WALL
- NEW PATIO DINING LOW WALL
- NEW INTERIOR LOW WALL

ELECTRICAL LEGEND

SYMBOL	TYPE	SYMBOL	TYPE
	110 v WALL DUPLEX ELECTRICAL OUTLET		RECESSED FLOURESCENT LIGHT FIXTURE
	110 v WALL DUPLEX ELECTRICAL OUTLET		SMOKE DETECTOR HARD WIRED (SEE NOTES)
	1/2 HOT 110V DUPLEX ELECTRICAL OUTLET		EXHAUST FAN 5 AIR CHANGES PER HOUR (SEE NOTES)* ENERGY STAR RATED
	110V WALL DUPLEX ELECTRICAL OUTLET WATER PROOF & GFI		EMERGENCY BACK-UP LIGHTING
	110V WALL DUPLEX ELECTRICAL OUTLETGROUND FAULT INTERRUPTER CIRCUIT		SINGLE FACE WALL MTD. EXIT SIGN
	208/240 V 40 AMP GROUND AC OUTLET WEATHER PROOF AND GR. FAULT INTER. C		LIGHT FAN SWITCH MECHANICAL VENTILATION MIN. 50 CFM OR PER MECH. ENGINEERS PLANS
	SINGLE THROW SWITCH		OCCUPANCY SENSOR DETECTOR
	DIMMER SWITCH		2 TUBE 1X4 FLOOR. FIXTURE 1X4 LAY IN SHATTERPROOF ACRYLIC LENS ELECTRONIC BALLAST 120V
	3 WAY SWITCH		4 TUBE 2X4 FLOOR. FIXTURE 2X4 LAY IN SHATTERPROOF ACRYLIC LENS ELECTRONIC BALLAST 120V PER ELECTRICAL PLANS
	INCANDESCENT LIGHT FIXTURE CEILING MOUNTED		LED MULTI COLOR STRIP CABLE LIGHTING
	INCANDESCENT LIGHT FIXTURE WALL MOUNTED		
	INCANDESCENT MOTION SENSOR LIGHT FIXTURE WALL MOUNTED		
	RECESSED LED LIGHT FIXTURE		



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SAN ISIDRO
MEXICAN RESTAURANT
2327 ROSEMEAD BLVD. EL MONTE, CA 91733
APN: 5281-018-001

STAMP:

DATE:
FEBRUARY 25, 2021

PLOT:
JUNE 11, 2021

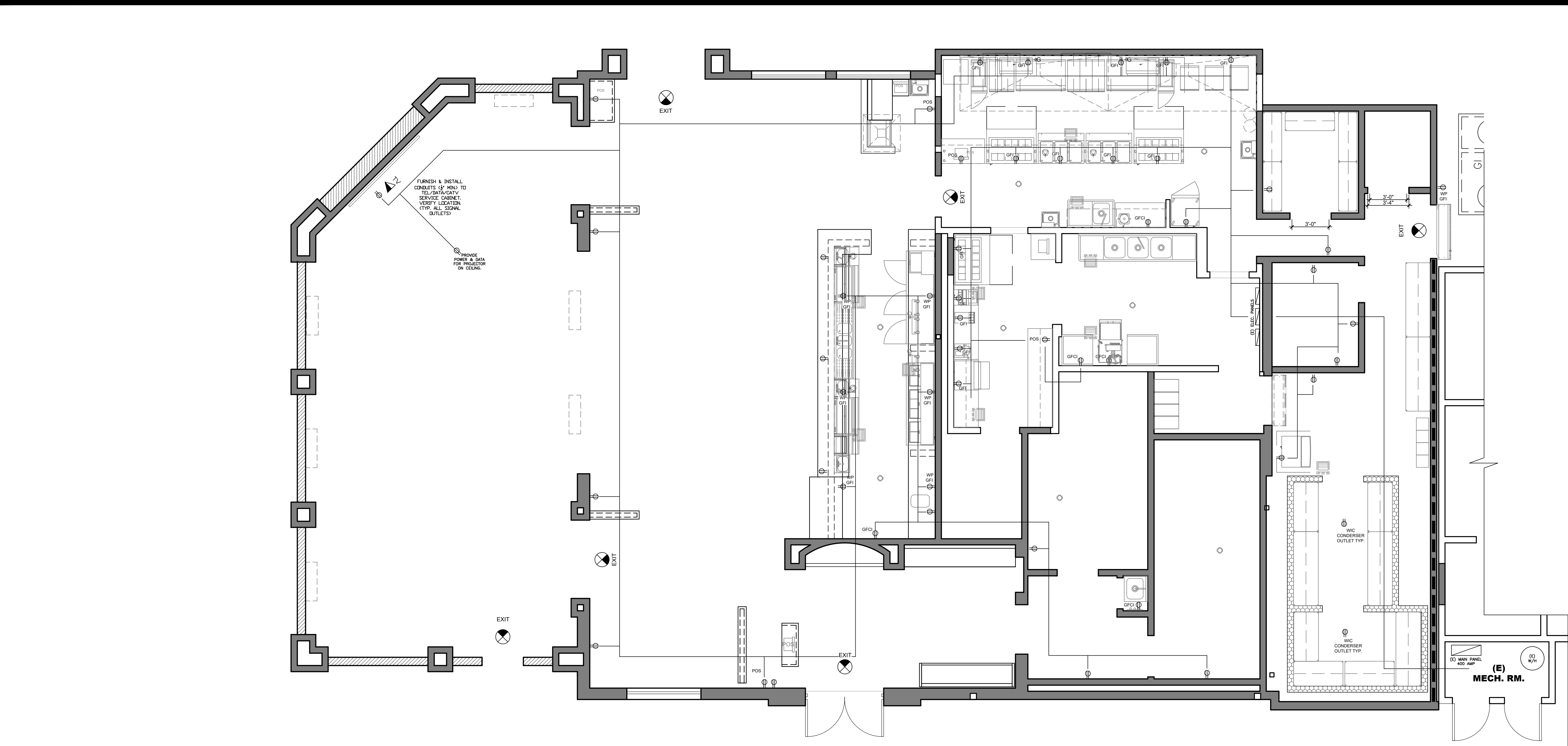
SCALE:
AS NOTED

DRAWN BY:
EDUARDO GUZMÁN

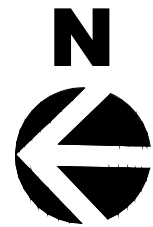
SHEET:

A-3.2

SHEETS



(N) SUGGESTED POWER PLAN
SCALE: 1/4" = 1'-0"



FLOOR PLAN WALL LEGEND

- EXISTING WOOD STUD WALLS
- EXISTING FREEZER WALLS
- NEW EXTERIOR & INTERIOR WALLS
- NEW 2-HR FIRE RATED WALL
- NEW PATIO DINING LOW WALL
- NEW INTERIOR LOW WALL

ELECTRICAL LEGEND			
SYMBOL	TYPE	SYMBOL	TYPE
	110 v WALL DUPLEX ELECTRICAL OUTLET		RECESSED FLOURESCENT LIGHT FIXTURE
	110 v WALL DUPLEX ELECTRICAL OUTLET		SMOKE DETECTOR HARD WIRED (SEE NOTES)
	1/2 HOT 110V DUPLEX ELECTRICAL OUTLET		EXHAUST FAN 5 AIR CHANGES PER HOUR (SEE NOTES)* ENERGY STAR RATED
	110V WALL DUPLEX ELECTRICAL OUTLET WATER PROOF & GFC		EMERGENCY BACK-UP LIGHTING
	110V WALL DUPLEX ELECTRICAL OUTLETGROUND FAULT INTERRUPTER CIRCUIT		SINGLE FACE WALL MTD. EXIT SIGN
	208/240 V 40 AMP GROUND AC OUTLET WEATHER PROOF AND GR. FAULT INTER. C		LIGHT FAN SWITCH MECHANICAL VENTILATION MIN. 50 CFM OR PER MECH. ENGINEERS PLANS
	SINGLE THROW SWITCH		OCCUPANCY SENSOR DETECTOR
	DIMMER SWITCH		2 TUBE 1X4 FLOUR. FIXTURE 1X4 LAY IN SHATTERPROOF ACRYLIC LENS ELECTRONIC BALLAST 120V
	3 WAY SWITCH		4 TUBE 2X4 FLOUR. FIXTURE 2X4 LAY IN SHATTERPROOF ACRYLIC LENS ELECTRONIC BALLAST 120V PER ELECTRICAL PLANS
	INCANDESCENT LIGHT FIXTURE CEILING MOUNTED		LED MULTI COLOR STRIP CABLE LIGHTING
	INCANDESCENT LIGHT FIXTURE WALL MOUNTED		
	INCANDESCENT MOTION SENSOR LIGHT FIXTURE WALL MOUNTED		
	RECESSED LED LIGHT FIXTURE		

EG & ASSOCIATES
DESIGN
CONSULTANTS

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REVISIONS:	
	05-18-21 PC#1 PLANNING CORR.
	05-25-21 PC#1 PLANNING RESUB
	05-31-21 PC#1 PLANNING APPROVAL

OWNER / TENANT:

MARISCOS

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RESTAURANT

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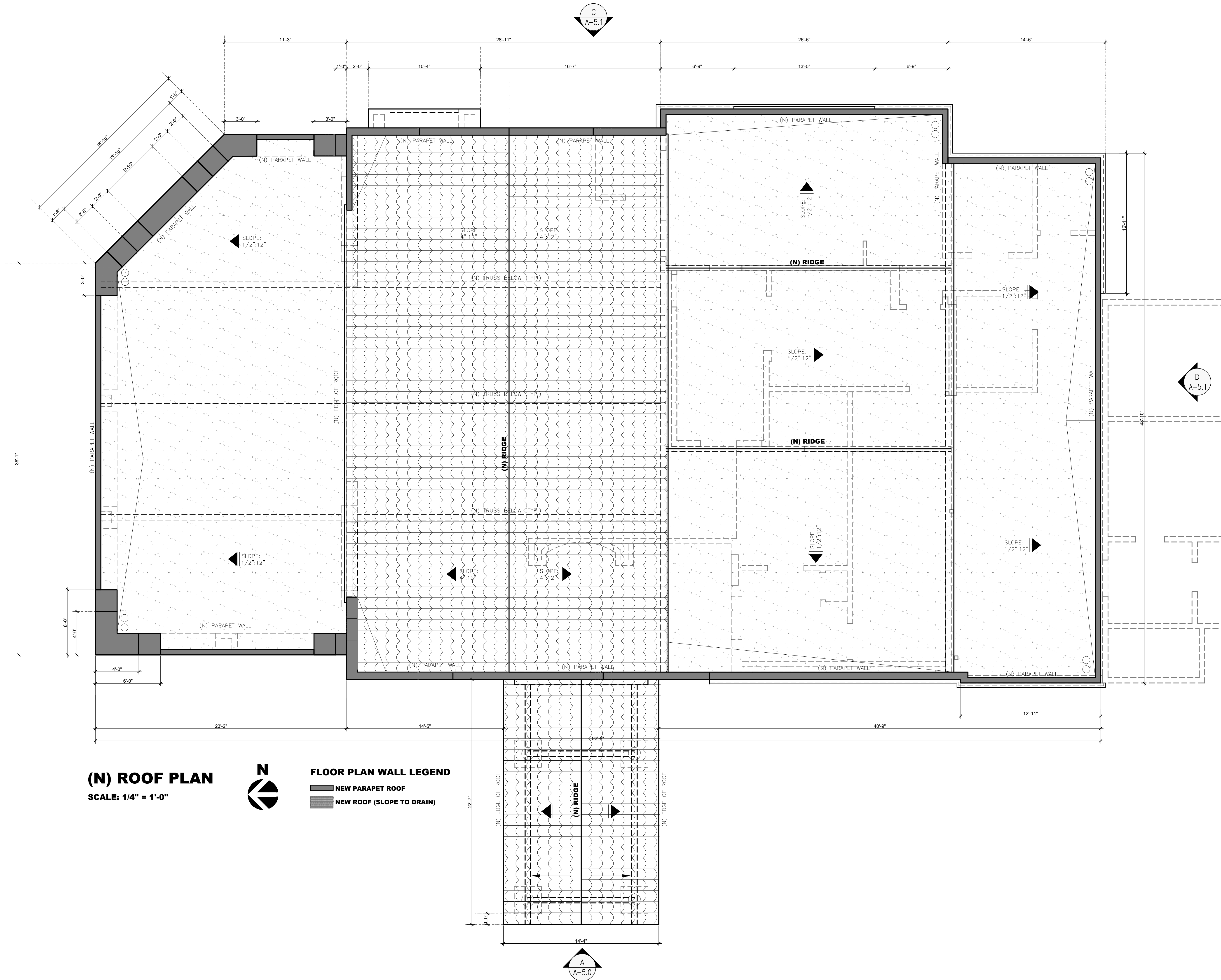
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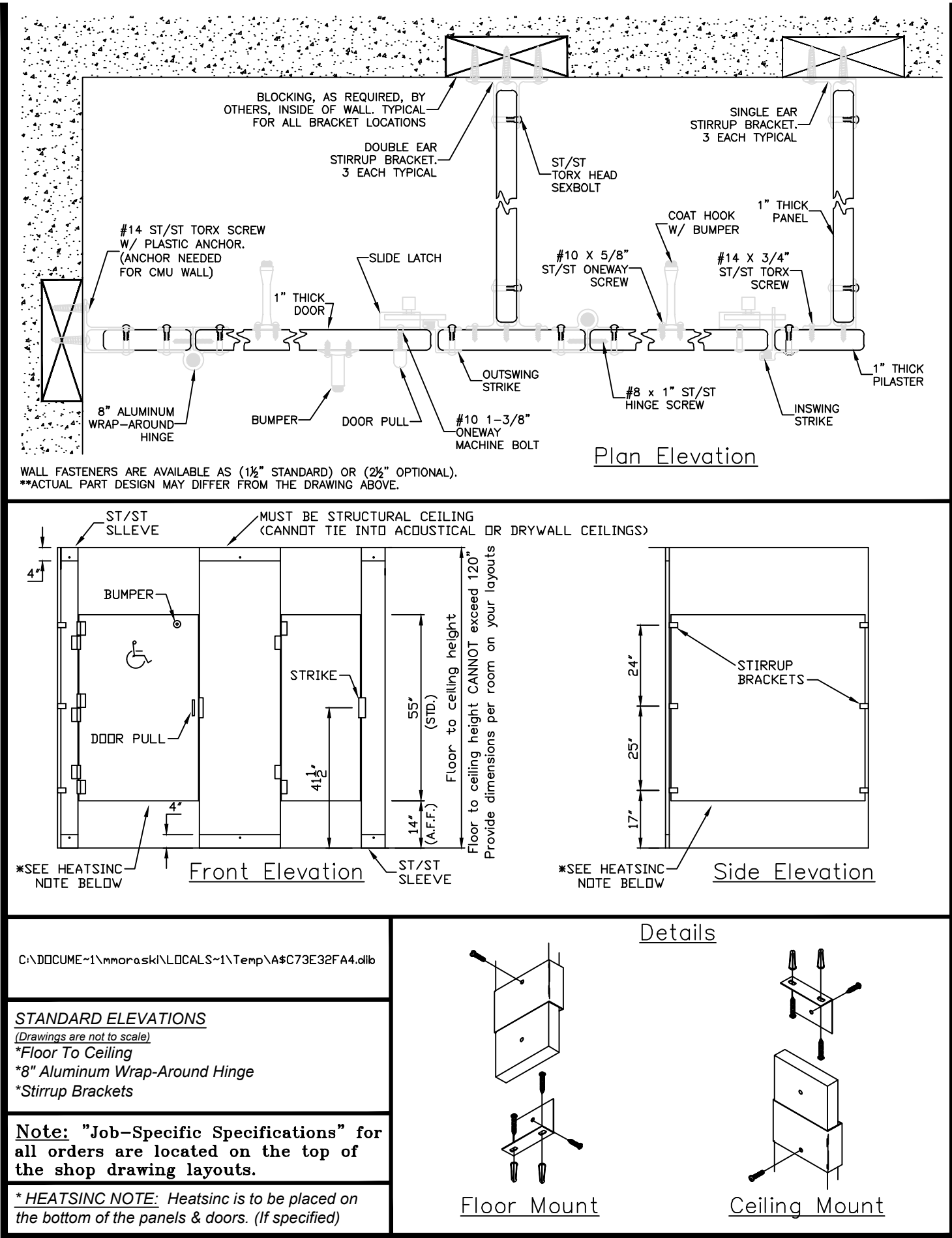
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SHEET:

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SHEETS





TYPICAL RESTROOM PARTITION DETAIL
Scale: N.T.S.

(N) DOOR SCHEDULE												
	DOOR				FRAME				FINISH		HARDWARE	
DOOR NO.	SIZE		THK	MATL.	MATL.	DETAILS			FACE	EDGE		
	WIDTH	HEIGHT				JAMB	HEAD	SILL				
D1	PAIR 3'-0"	6'-8"	1'-3/4"	WD	WD	-	-	-	WD	MFR	SWING	PANIC HARDWARE REQUIRED
D2	3'-0"	6'-8"	1'-3/4"	WD	WD	-	-	-	WD	MFR	SWING	PROVIDE A SELF-CLOSING DEVICE.
D3	3'-0"	6'-8"	1'-3/4"	WD	WD				WD	MFR	SWING	PROVIDE A SELF -CLOSING DEVICE
D4	2'-6"	6'-8"	1'-3/4"	MFR.	MFR.				WD	MFR	SWING	PROVIDE A SELF-CLOSING DEVICE.
D5	3'-0"	4'-10"	1"	MFR.	MFR.				MFR.	MFR	SWING	SCRANTON PRODUCTS
D6	2'-8"	4'-10"	1"	MFR.	MFR.				MFR.	MFR	SWING	SCRANTON PRODUCTS
D7	2'-8"	6'-8"	1'-3/4"	MFR.	MFR.				WD	MFR	SWING	PROVIDE A SELF-CLOSING DEVICE.
D8	4'-0"	6'-8"	1'-3/4"	MFR.	MFR.				MFR.	MFR	SWING	PROVIDE A SELF-CLOSING DEVICE.
D9	18'-0"	7'-0"	1'-3/4"	MFR.	MFR.				MFR.	MFR	SWING	NANA WALL PER MANUF.

DOOR LEGEND

ALUM.	ALUMINUM
MFR.	MANUFACTURE
EP	ENAMEL PAINT
FP	FACTORY FINISH
GL	GLASS
WD	WOOD
MTL	METAL
HM	HOLLOW METAL
PL	PLASTIC LAMINATE
PS	PRESSED STEEL
PT	PAINT
SC	SOLID CORE
TG	TEMPERED GLASS

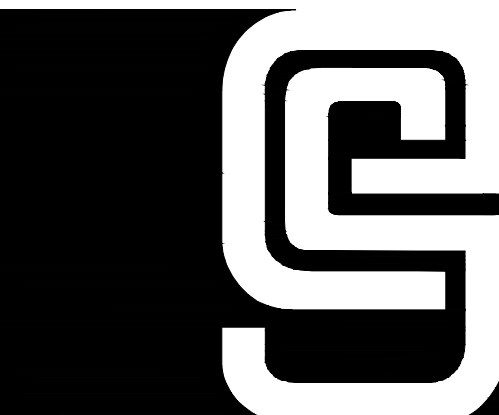
DOOR NOTES:

- DOORS SHALL BE SMOOTH PLANE SURFACE (NO RECESS OR TRAP) PER CALIFORNIA TITLE 24 SEC.3305 (1) 3.
- SWINGING DOORS SHALL BE PROVIDED WITH 10" INCH MINIMUM OF SMOOTH SURFACE ON THE PUSH SIDE EXTENDING THE FULL WIDTH OF THE DOOR PER CBC 2019, 11B-404.2.10.
- ALL ACCESSIBLE PATHS OF TRAVELS AND DOORS SHALL COMPLY WITH ADA ACCESSIBILITY REQUIREMENTS REFER REFER TO ADA-1, 11B-404 DOORS, DOORWAYS & GATES.
- LABELED DOOR INDICATES LABELED DOOR AND FRAME ASSEMBLY.
- ALL DOORS SHALL HAVE FLOOR MOUNTED DOME TYPE STOPS U.N.O.
- NO EXPOSED HARDWARE, LATCHING DEVICES, ETC. ON EXTERIOR OF DOOR.
- USE TAMPER PROOF HINGE PINS TYPICAL ALL EXTERIOR & REVERSE DOORS.
- 20 MIN. DOOR ASSEMBLIES SHALL HAVE SMOKE SEALS ON BOTH JAMBS AND ON HEAD OF DOOR FRAME.
- ALL DOOR FRAMES SHALL HAVE DOOR SILENCERS.
- PAINT TOP AND EDGES OF DOORS (COLOR TO MATCH DOOR FACE).
- FIRE RESISTIVE ASSEMBLIES FOR PROTECTION OF OPENINGS TO COMPLY WITH CBC 2019, SECTION 716.
- WOOD FLUSH TYPE DOORS SHALL BE 1 3/4" THK. MIN. WITH SOLID CORE CONSTRUCTION U.N.O.
- WOOD PANEL TYPE DOORS WITH PANELS FABRICATED OR LUMBER NOT LESS THAN 9/16" THK. PROVIDE SHAPED PORTION OF THE PANEL'S NOT LESS THAN 1/4" THK., INDIVIDUAL PANE'S SHALL NOT EXCEED 300 SQ.FT. IN AREA.
- STILE AND RAILS SHALL BE OF SOLID LUMBER WITH OVERALL DIMENSIONS OF NOT LESS 1 3/4" AND 3" IN. WIDTH.
- RESTROOM, MAN DOORS & TOILET PARTITION DOORS MUST HAVE A SELF-CLOSING DEVICE.
- OPERABLE PARTS OF DOORS AND GATES SHALL BE 34" MIN. TO 44" MAX. A.F.F. (SEE SHT. A-6.1) DETAIL PROVIDED.
- OPERABLE PARTS OF DOORS AND GATES SHALL BE OPERABLE WITH ONE HAND AND SHALL NOT REQUIRE TIGHT GRASPING, PINCHING, OR TWISTING OF THE WRIST. THE FORCE REQUIRED TO ACTIVATE OPERABLE PARTS SHALL BE 5 LBS (POUNDS) MAXIMUM. [CBC 11B-309.4]

(N) WINDOW SCHEDULE									
WINDOW NO.	SIZE		MATERIALS		DETAILS				REMARKS
	WIDTH	HEIGHT	PANEL	FRAME	JAMB	HEAD	SILL	TYPE	
W1	6'-0"	8'-0"	TG	ALUM.	-	-	-	FX	NEW STORE FRONT TEMPERED FIXED GLASS

WINDOW LEGEND

ALUM.	ALUMINUM	PL	PLASTIC LAMINATE
CP.	CLEAR POLY URETHANE	PS	PRESSED STEEL
EP	ENAMEL PAINT	PT	PAINT
	FACTORY FINISH	SC	SOLID CORE
GL	GLASS	TG	TEMPERED GLASS
HM	HOLLOW METAL	FX	FIXED
BLDG.	ALUMINUM	SH	SINGLE HUNG
CS.	CASEMENT	BW	BOW WINDOWS
DH	DOUBLE HUNG	BA	BAY WINDOWS
GD	GARDEN	CU	CUSTOM
HP	HOPPER	GB	GLASS BLOCK



E.G. & ASSOCIATES
DESIGN
CONSULTANTS

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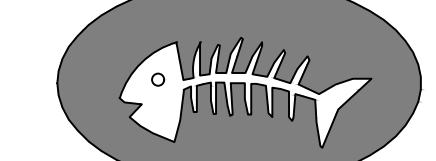
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SHEETS

CALIFORNIA RETAIL FOOD CODE:

1. THE FLOOR SURFACES IN ALL AREAS IN WHICH FOOD IS PREPARED, PACKAGED, OR STORED WHERE ANY UTENSIL IS WASHED, WHERE REFUGE OR GARBAGE IS STORED, WHERE JANITORIAL FACILITIES ARE LOCATED IN ALL TOILET AND HAND-WASHING AREAS, EXCEPT WITH RESPECT TO AREAS RELATING TO GUESTROOM ACCOMMODATIONS OF OWNERS AND OPERATORS IN RESTRICTED FOOD SERVICE FACILITIES, SHALL BE SMOOTH AND OF DURABLE CONSTRUCTION, AND NON-ABSORBENT MATERIAL THAT IS EASILY CLEANABLE. SECTION 114268, 114143.
2. FLOOR SURFACES SHALL BE COVERED AT THE JUNCTION OF THE FLOOR AND WALL WITH A 3/8" MINIMUM RADIUS COVING, AND SHALL EXTEND UP THE WALL AT-LEAST 4 INCHES. SECTION 114268.
3. WATER UNDER PRESSURE SHALL BE PERMANENTLY PLUMBED TO ALL FIXTURES, EQUIPMENT, AND NON-FOOD EQUIPMENT THAT ARE REQUIRED TO USE WATER SUPPLIED TO NON-PERMANENT FOOD FACILITIES. SECTION 114192, 114195.
4. EQUIPMENT AND UTENSILS SHALL BE DESIGNED AND CONSTRUCTED TO BE DURABLE AND SUSTAIN THEIR CHARACTERISTIC QUALITIES UNDER NORMAL USE CONDITIONS. ALL NEW AND REPLACEMENT FOOD-RELATED AND UTENSIL-RELATED EQUIPMENT SHALL BE CERTIFIED OR CLASSIFIED FOR SANITATION BY AN AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI) ACCREDITED CERTIFICATION PROGRAM. SECTION 114130, 114157, 114169.
5. A FOOD FACILITY SHALL, AT ALL TIMES BE CONSTRUCTED, EQUIPPED, MAINTAINED AND OPERATED AS TO PREVENT THE HARBORAGE OF ANIMALS, BIRDS, & VERMIN, INCLUDING BUT NOT LIMITED TO RODENTS AND INSECTS. EACH PERMANENT FOOD FACILITY SHALL BE FULLY ENCLOSED IN A BUILDING CONSISTING OF PERMANENT FLOORS, WALLS, AND OVERHEAD STRUCTURE. SECTION 114259, 114266.
6. A PERSON PROPOSING TO BUILD OR REMODEL A FOOD FACILITY SHALL SUBMIT COMPLETE EASILY READABLE PLANS DRAWN TO SCALE AND SPECIFICATIONS TO THE ENFORCING AGENCY FOR REVIEW, AND SHALL RECEIVE PLAN APPROVAL BEFORE STARTING ANY NEW CONSTRUCTION OR REMODELING OF ANY FACILITY FOR USE AS A RETAIL FOOD FACILITY. SECTION 114380, 114381

EQUIPMENT ELECTRICAL NOTES

THESE PLANS ARE FOR THE SOLE PURPOSE OF INDICATING THE LOCATION OF OUTLETS AND TYPE OF CONNECTION FOR EQUIPMENT AND ELECTRICAL LOAD. SUBCONTRACTORS MUST COMPLY WITH ALL CBC CALIFORNIA ELECTRICAL CODES. ALL CODES RELATED TO THE INSTALLATION, WIRING AND HOOK-UP OF EQUIPMENT INSTALLED AND LOCAL APPLICABLE CODES.

1. GENERAL CONTRACTOR TO PROVIDE MAGNETIC STARTERS, DISCONNECTS AND THERMO-OVERLOAD PROTECTION ON ALL MOTORS AND / OR EQUIPMENT WHERE REQUIRED.
2. GENERAL CONTRACTOR TO CONNECT ALL ELECTRICAL EQUIPMENT AND FIXTURES AND DO ANY INTERNAL WIRING IN FIXTURES.
3. GENERAL CONTRACTOR TO SIZE ALL JUNCTION BOXES. GENERAL CONTRACTOR TO PROVIDE ALL JUNCTION BOXES, REFRIGERATION PULL BOXES AND ELECTRICAL CONVENIENCE OUTLETS IN WALLS. ALL CONVENIENCE OUTLETS IN WALLS TO BE FLUSHED WITH FINISHED WALL. GENERAL CONTRACTOR TO PROVIDE AND FIELD MOUNT ALL JUNCTION BOXES LOCATED IN ACCESS AREAS OF FIXTURES.
4. GENERAL CONTRACTOR TO PROVIDE AND INSTALL REFRIGERATION CONDUIT LINES FROM COMPRESSOR AREA TO PULL BOXES OR "STUB-UPS" AS INDICATED ON REFRIGERATION PLAN. CONDUIT TO BE TRANSLATED (OR EQUAL) DIAMETER AS INDICATED, WITH MINIMUM BENDING RADIUS OF 24" AND NO FACTORY L'S PERMITTED.
5. THE SYMBOLS ON THESE PLANS ARE TO INDICATE LOCATION AND TYPE OF CONNECTION ONLY. GENERAL CONTRACTOR TO PROVIDE CIRCUITS AND CONDUITS RUNS, AS REQUIRED.
6. GENERAL CONTRACTOR SHALL PROVIDE AND INSTALL LOOKOUT DEVICES ON ALL BREAKERS FOR CLOCKS, REFRIGERATION, CONTROL WIRING, AND FIRE EXTINGUISHERS.
7. ALL CONVENIENCE OUTLETS TO BE SET HORIZONTALLY. ALL 115 VOLT OUTLETS NOT DESIGNATED WITH SPECIFIC LOADS TO BE RATED AT 20 AMPS. ALL 208/230 VOLT OUTLETS NOT DESIGNATED WITH SPECIFIC LOADS TO BE RATED AT 40 AMPS.
8. ALL ELECTRICAL OUTLETS AND CONNECTIONS SHOW ON THIS PLAN ARE FIXTURES AND EQUIPMENT SHOWN ON PLAN ONLY.
9. ALL ELECTRICAL POWER NOT OTHERWISE NOTED TO BE SINGLE PHASE.
10. GENERAL CONTRACTOR SHALL FURNISH AND INSTALL "FUSED AND / OR NON-FUSED" DISCONNECTS AS REQUIRED BY LOCAL CODES.

EQUIPMENT PLUMBING NOTES

1. THESE PLANS ARE FOR THE SOLE PURPOSE OF INDICATING THE LOCATION OF OUTLETS AND EQUIPMENT REQUIREMENTS. PLUMBING MUST COMPLY WITH ALL CBC PLUMBING CODES AND LOCAL APPLICABLE CODES.
2. ALL PLUMBING OUTLETS AND CONNECTIONS SHOWN ON THIS PLAN ARE FOR FIXTURES AND EQUIPMENT SHOWN. THESE PLANS ONLY. FOR ADDITIONAL FLOOR DRAINS AND BUILDING PLUMBING REQUIREMENTS SEE GENERAL CONTRACTOR OR OWNER.
3. ALL HORIZONTAL DIMENSIONS SHOWN ARE TAKEN FROM FACE OF FINISHED WALL TO CENTERLINE OF OUTLET OR FROM CENTER LINE OF OUTLET TO OUTLET, UNLESS OTHERWISE NOTED ON PLANS OR DETAILS.
4. ALL SYMBOLS NOTED "UP-18", "UP-36", ETC TO STUB OUT OF WALL (MINIMUM 4") AT HEIGHT INDICATED. HEIGHT IS GIVEN FROM FINISHED FLOOR (NOT FIN. CURB) TO CENTERLINE OF OUTLET. ALL OUTLETS NOTED "STUB 18" OR "STUB OUT" TOP OF FINISHED FLOOR, OR FINISHED CURB, AS THE CASE MAY BE A MAXIMUM OF 4" SO AS NOT TO INTERFERE WITH THE INSTALLATION OF FIXTURES CONTRACTOR TO VERIFY ALL DIMENSIONS AT JOBSITE.
5. ALL FLOOR SINKS HALF IN OR HALF OUT OF CURB TO BE FLUSH WITH FINISHED FLOOR. ALL FULLY OR PARTIALLY EXPOSED FLOOR SINKS PROVIDED FLOOR SINKS HAVE LOCATED THE ASSUMPTION THAT THEY WILL BE SET FLUSHED WITH THE FINISH FLOOR (UNLESS OTHERWISE NOTED) IN THE EVENT LOCAL CODES REQUIRE FLOOR SINKS TO BE ABOVE OR BELOW FINISHED FLOOR LEVEL. GENERAL CONTRACTOR SHALL COMPLY WITH LOCAL CODES AND NOTIFY DESIGNER / ENGINEER IMMEDIATELY.
6. GENERAL CONTRACTOR TO CONNECT ALL WATER LINES, GAS LINES (FIRE SYSTEM SOLENOID), WASTE LINES, ETC FOR SINKS, DISHWASHERS, ETC, AND RUN DRAIN LINES FROM ALL REFRIGERATED UNITS, ICE SINKS, ETC. (SEE NOTE # 7) TO FLOOR SINKS AND DIRECT OR INDIRECT WASTE LINES TO BE NOT SMALLER THAN NIPPLE OR FIXTURE ITSELF.
7. GENERAL CONTRACTOR TO PROVIDE INSULATED DRAIN LINES FROM ALL ICE STORAGE SINKS / PANS TO PREVENT DRAIN FROM SWEATING WITHIN FIXTURE.
8. GENERAL CONTRACTOR TO PROVIDE THE FOLLOWING ITEMS:
 - a. GATE VALVES ON ALL WATER AND GAS LINES, AND WASTE SHOCK STOPS (MODEL #WS OR EQUAL) ON GLASS FILLERS AND DISHWASHERS.
 - b. ALL FAUCETS FOR SINKS UNLESS OTHERWISE NOTED TO BE SUPPLIED AS SPECIFIED)
 - c. ALL VALVES, TRIMS AND PRESSURE REGULATORS NECESSARY TO CONNECT ALL LINES.
 - d. TEMPERATURE AND PRESSURE SAFETY RELEASE VALVES FOR HOT WATER BOOSTER AND STEAM SYSTEMS (IF APPLICABLE)
 - e. NECESSARY WATER LINES, DRAIN LINES (AS REQUIRED) ON ROOF FOR MAKE UP AIR SYSTEM. FOR LOCATION SEE ENGINEER / HVAC CONTRACTOR.
 - f. BACK FLOW PREVENTION DEVICES, AS REQUIRED BY CODE.
 - g. DILECTIC COUPLERS, WHEN CONNECTING GALVANIZED IRON PIPE TO COPPER.
9. ALL WORK SHOWN ON FIXTURE PLUMBING PLAN AND OUTLINED IN ABOVE NOTES TO BE PERFORMED BY LICENSE GENERAL CONTRACTOR UNDER OWNERS CONTRACT. IT IS THE GENERAL CONTRACTORS RESPONSIBILITY TO SEE THAT HIS PHASE OF WORK MEETS AND IS INSTALLED IN ACCORDANCE WITH STANDARDS REQUIRED BY ALL GENERAL STATE AND FEDERAL LAWS INCLUDING HEALTH CODES (AND ANY AND ALL CODES PECULIAR TO THE MUNICIPALITY OF AREA WHERE JOB IS BEING INSTALLED).

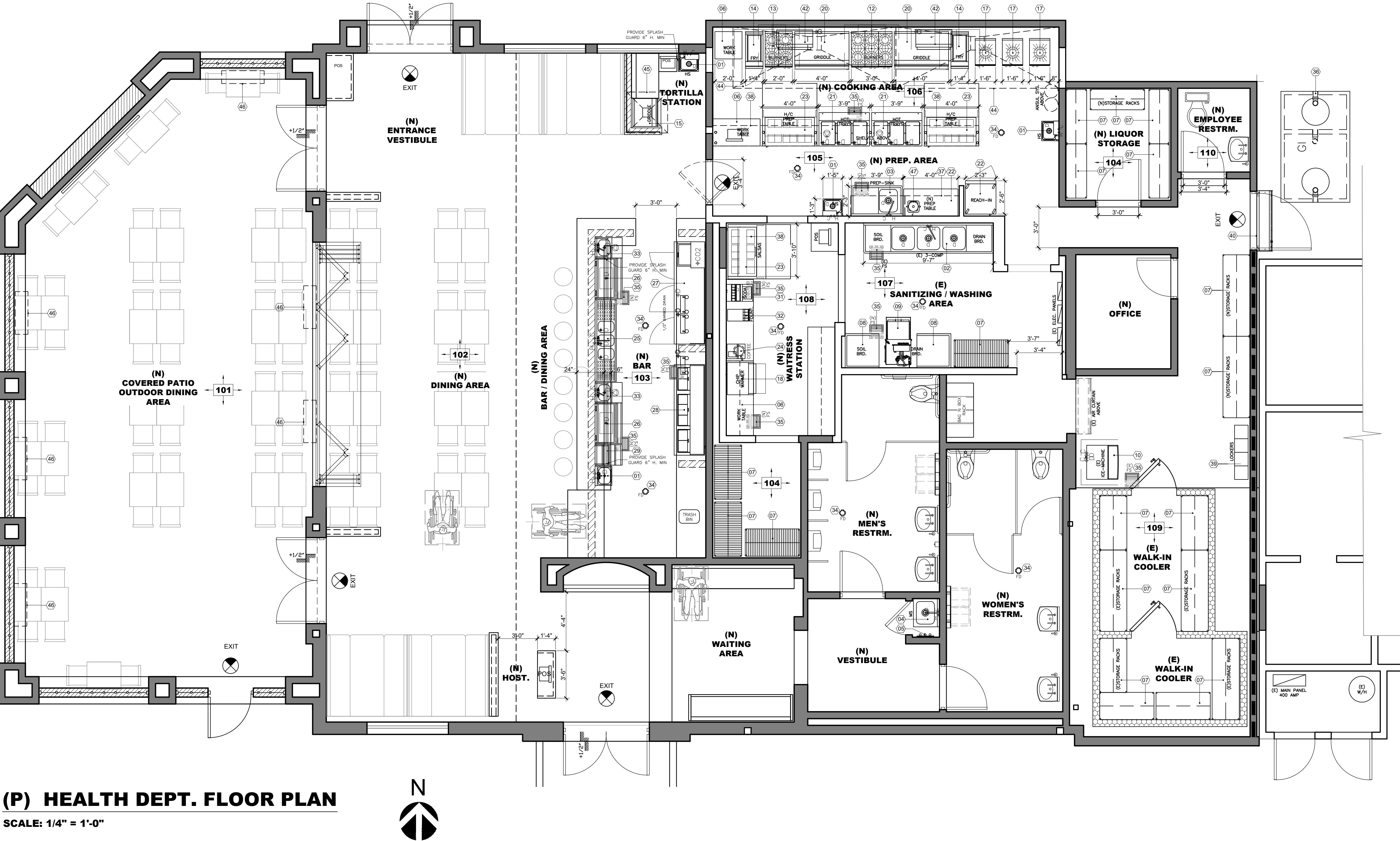
COVE BASE
COVE BASE ARE AT LEAST 4 INCHES HIGH WITH A 3/8 INCH MINIMUM RADIUS COVE AS AN INTEGRAL UNIT. THIS EXTENSION OF THE FLOOR INCLUDES TOE-KICKS OF COUNTERTOPS AND EQUIPMENT THAT SETS FLUSH ON THE FLOOR. OUT OF CUSTOMER SELF-SERVICE FOOD AND BEVERAGE COUNTERS, SEAMLESS COMMERCIAL GRADE SELF-COVING FLOORING SHALL BE PROVIDED AROUND ALL OPEN SIDES OF THE COUNTER FOR A DISTANCE OF AT LEAST THREE FEET. RUBBER OR VINYL TOPSET COVED BASE IS NOT ACCEPTABLE IN FOOD PREP AND SERVICE AREAS. SELF-SERVICE AREAS, STORAGE ROOMS WITH OPEN CONTAINERS, AND ANY WET AREAS INCLUDING RESTROOMS AND JANITORIAL CLOSETS.

CONCRETE
A CONCRETE FLOORS WHICH ARE SMOOTH, RELATIVELY CLEANABLE, AND PROPERLY COVERED UP THE WALLS ARE ACCEPTABLE IF THEY HAVE BEEN SEaled WITH A PENETRATING SEALER WHICH IS NONABSORBENT, GREASE AND ACID RESISTANT. ALL PROPOSED SEALERS MUST BE APPROVED BY THE LOCAL HEALTH AGENCY PRIOR TO APPLICATION. SEALANT MUST BE A CLEAR-TYPE, GREASE AND ACID RESISTANT, USDA APPROVED, IF PIGMENTED, A TWO-PART EPOXY OR EQUIVALENT SHOULD BE USED. EPOXY FLOOR PAINT MAY BE USED TO SEAL JOINTS.

B. CONCRETE FLOORS THAT HAVE BEEN DAMAGED CRACKED, EXCESSIVELY WORK, OR THAT HAS BEEN SAWCUT AND REPOURED ARE REQUIRED TO BE COVERED WITH AN APPROVED FLOORING MATERIAL.

C. THE TOP OF A CONCRETE COVE BASE SHALL BE ROUNDED OFF.

STORAGE:
ADEQUATE AND SUITABLE SPACE SHALL BE PROVIDED FOR THE STORAGE OF FOOD. APPROXIMATELY TWENTY-FIVE PERCENT (25%) OF THE FOOD PREPARATION AREA AND AT LEAST 96 LINEAL FEET OF APPROVED SHELVING FOR EACH 100 SQUARE FEET OF REQUIRED STORAGE AREA IS CONSIDERED ADEQUATE (EXCLUDING REFRIGERATION). ADEQUATE STORAGE DESIGNATION MEANS A MINIMUM OF 36 LINEAL FEET OF 18" DEEP SHELVING. EACH FOOD FACILITY WILL BE EVALUATED ON A CASE BY CASE BASIS. IF PALLETS ARE TO BE USED, PALLET JACKS OR FORKLIFTS SHOULD BE AVAILABLE FOR EASE IN MOVEMENT. SHELVING IS TO BE CONSTRUCTED SO AS TO BE EASILY CLEANABLE. SHELVES INSTALLED ON A WALL SHALL HAVE AT LEAST A ONE INCH (1") OPEN SPACE BETWEEN THE BACK EDGE OF THE SHELF OR BE SEALED TO THE WALL WITH SILICONE SEALANT OR EQUIVALENT. THE LOWEST SHELF SHALL BE AT LEAST SIX INCHES (6") ABOVE THE FLOOR WITH A CLEAR, UNOBSTRUCTED AREA BELOW. ALL SHELVES SUPPORTED BY LEGS ON THE FLOOR MUST BE IN COMPLIANCE WITH APPLICABLE NSF/ANSI STANDARDS. CRFC - 114147



(P) HEALTH DEPT. FLOOR PLAN

SCALE: 1/4" = 1'-0"

HEALTH DEPARTMENT NOTES

1. ALL EXTERIOR GLASS WINDOWS MUST BE PERMANENTLY FIXED W/ NON OPEN & CLOSE OPTION.
2. ALL DOORS OPENING TO THE OUTSIDE MUST BE RODENT PROOF W/ SELF CLOSING DEVICES INSTALLED (INCLUDING THE RESTROOM DOORS ALSO).
3. ALL FLOOR MOUNTED EQUIPMENT MUST BE ELEVATED ON 6" CASTER OR 4" CEMENT CURB W/ 3/8" RADIUS (IF APPLICABLE). BUILDING IS TO BE RODENT-PROOFED. DOORS LEADING TO THE OUTSIDE ARE TO BE SELF-CLOSING AND HAVE NO MORE THAN 1/4 INCH GAP AROUND THE PERIMETER OF THE DOOR. SEAL ALL HOLES / GAPS IN THE WALLS / CEILINGS. SCREEN WINDOW OPENINGS WITH TIGHT-FITTING FLY SCREENS.
4. PROVIDE AT LEAST ONE TOILET AND ONE LAVATORY CONVENIENTLY LOCATED, WITH SINGLE-USE SOAP AND PAPER TOWELS, ADEQUATE LIGHTING, PROPER VENTILATION, AND A SELF-CLOSING DOOR.
5. PROVIDE ALL APPROVED HAND SINKS WITH PERMANENTLY INSTALLED SOAP AND PAPER TOWEL DISPENSER.
6. PROVIDE JANITORIAL FACILITIES (AREA, ROOM OR CABINET) INCLUDING A MOP SINK. INSTALLED WITH A BACK FLOW PREVENTION DEVICE, SEPARATED FROM THE FOOD STORAGE AREA; APPROVED SHELVES FOR STORAGE OF CLEANING SUPPLIES; AND A MOP AND BROOM HANGER ARE RECOMMENDED.
7. PROVIDE A MINIMUM 20-GALLON HOT WATER HEATER; SPECIFY THE LOCATION; SPECIFY ALL SINKS THAT ARE TO BE SUPPLIED WITH HOT WATER FROM THIS WATER HEATER BE SUPPLIED WITH HOT WATER FROM THIS WATER HEATER.
8. WHEN THERE ARE 5 OR MORE EMPLOYEES, AN EMPLOYEE DRESSING AREA MUST BE PROVIDED FOR EACH GENDER WITH LOCKERS AND ADEQUATE STORAGE SHELVING.
9. EMPLOYEE LOCKERS TO BE ON 6" CASTER LEGS.
10. EXISTING FLOOR IS TO BE SEALED SMOOTH CONCRETE WITH APPROVED SEALER (S3619TN) AN APPROVED BACK FLOW PREVENTION DEVICE SHALL BE PROPERLY INSTALLED UPSTREAM OF ANY POTENTIAL HAZARD BETWEEN THE POTABLE WATER SYSTEM AND A SOURCE OF CONTAMINATION.
11. ALL FIXTURE LIGNING WHERE FOOD AREA IS PROCESSED SHOULD BE SHUTTER PROOF ACRYLIC LENS.
12. INSTALL VACUUM BREAKER AT THE (N) MOP SINK ALONG W / BROOM RACK AND CHEMICAL SHELF.
13. PROVIDE 6" INCH SPLASH GUARDS AT HAND SINK LOCATION ON BOTH SIDES.
14. MOP SINK MUST BE PROVIDED WITH AN APPROVED BACK FLOW DEVICE.
15. ALL EQUIPMENT MUST BE ONE" HIGH LEGS, COMMERCIAL CASTERS OR 4" MANSIONARY CONTINUE COVED BASE.

FINISH SCHEDULE					
SYMBOL	AREA	FLOOR	BASE	WALLS	CEILING
101	(N) OUTDOOR PATIO / DINING	***QUARRY STONE 12"x12" SALTILLO TILE EXTERIOR	N/A	STONE FACADE ANCIENT VILLA CULIURED STONE	SP-1 5/8" GYP BRD. W SMOOTH FINISHED WHITE PAINT SEMI GLOSS / WASHABLE
102	(N) INDOOR DINING	***QUARRY STONE 12"x12" SALTILLO TILE INTERIOR	COVE BASE 6" H. 3/8" R. S3619TN	SP-1 5/8" GYP BRD. W SMOOTH FINISHED WHITE PAINT SEMI GLOSS / WASHABLE	SP-1 5/8" GYP BRD. W SMOOTH FINISHED WHITE PAINT SEMI GLOSS / WASHABLE
103	(N) BAR SERVICE AREA	***QUARRY STONE 8"x6" SALTILLO TILE INTERIOR	COVE BASE 6" H. 3/8" R. S3619TN	SP-1 5/8" GYP BRD. W SMOOTH FINISHED WHITE PAINT SEMI GLOSS / WASHABLE	SP-1 5/8" GYP BRD. W SMOOTH FINISHED WHITE PAINT SEMI GLOSS / WASHABLE
104	(N) DRY STORAGE	***SEALED SMOOTH CONC. ELASTAGLAZE DEX-O-TEX OR EQUAL	COVE BASE 6" H. 3/8" R. S3619T	SP-1 5/8" GYP BRD. W SMOOTH FINISHED WHITE PAINT SEMI GLOSS / WASHABLE	SP-1 5/8" GYP BRD. W SMOOTH FINISHED WHITE PAINT SEMI GLOSS / WASHABLE
105	(N) PREPARATION AREA	***SEALED SMOOTH CONC. ELASTAGLAZE DEX-O-TEX OR EQUAL	COVE BASE 6" H. 3/8" R. S3619T	SS-1 STAINLESS STEEL	SP-1 5/8" GYP BRD. W SMOOTH FINISHED WHITE PAINT SEMI GLOSS / WASHABLE
106	(N) COOKING AREA	***SEALED SMOOTH CONC. ELASTAGLAZE DEX-O-TEX OR EQUAL	COVE BASE 6" H. 3/8" R. S3619T	SS-1 STAINLESS STEEL	SP-1 5/8" GYP BRD. W SMOOTH FINISHED WHITE PAINT SEMI GLOSS / WASHABLE
107	(N) SANITIZING / WASHING	***SEALED SMOOTH CONC. ELASTAGLAZE DEX-O-TEX OR EQUAL	COVE BASE 6" H. 3/8" R. S3619T	FRP-1 FIBERGLASS REINFORCED PANEL (FRP), WHITE	SP-1 5/8" GYP BRD. W SMOOTH FINISHED WHITE PAINT SEMI GLOSS / WASHABLE
108	(N) WAITRESS STATION	***SEALED SMOOTH CONC. ELASTAGLAZE DEX-O-TEX OR EQUAL	COVE BASE 6" H. 3/8" R. S3619T	FRP-1 FIBERGLASS REINFORCED PANEL (FRP), WHITE	SP-1 5/8" GYP BRD. W SMOOTH FINISHED WHITE PAINT SEMI GLOSS / WASHABLE
109	(N) WALK-IN COOLER	***SEALED SMOOTH CONC. ELASTAGLAZE DEX-O-TEX OR EQUAL	COVE BASE 6" H. 3/8" R. S3619T	SS-1 SMOOTH STAINLESS STEEL	SS-1 SMOOTH STAINLESS STEEL
110	(N) EMPLOYEE RESTROOM	***SEALED SMOOTH CONC. ELASTAGLAZE DEX-O-TEX OR EQUAL	COVE BASE 6" H. 3/8" R. S3619T	SP-1 5/8" GYP BRD. W SMOOTH FINISHED WHITE PAINT SEMI GLOSS / WASHABLE	5/8" GYP BRD. W SMOOTH FINISHED WHITE PAINT SEMI GLOSS / WASHABLE

*** SEALED SMOOTH CONCRETE WITH APPROVED SEALER***

*a. HAND WASHING FACILITIES SHALL BE PROVIDED WITH HAND WASHING CLEANSER AND SANITARY SINGLE-USE TOWELS. CRFC - 113953

*b. A THREE (3) COMPARTMENT BAR SINK (MINIMUM 10" X 14" X 12") WITH TWO INTEGRAL METAL DRAIN BOARDS (MINIMUM 18" X 14") SHALL BE PROVIDED IN BARS. ALL FOOD FACILITIES, EXCEPT THOSE THAT HAVE ONLY PREPACKAGED ITEMS IN THEIR ORIGINAL UNOPENED SEALED CONTAINERS, SHALL PROVIDE A THREE-COMPARTMENT WARE WASHING SINK WITH TWO INTEGRAL DRAIN BOARDS. THE SINK SHALL HAVE AN INTEGRAL DRAIN BOARD, AND HAVE MINIMUM TUB DIMENSIONS OF 18" X 18" BY 12" DEEP. THE SINK MUST BE FREE STANDING (NOT INSTALLED IN CABINETS). HOT AND COLD RUNNING WATER UNDER PRESSURE SHALL BE PROVIDED TO EACH COMPARTMENT. WHEN THE THREE-COMPARTMENT SINK IS INSTALLED NEXT TO A WALL, A METAL "BACK SPLASH" SHALL EXTEND UP THE WALL A MINIMUM OF EIGHT (8) INCHES, AND SHALL BE FORMED AS AN INTEGRAL PART OF THE UNIT AND SEALED TO THE WALL. THE MANUAL WARE WASHING SINK SHALL BE EASILY ACCESSIBLE AND CONVENIENTLY LOCATED TO THE FOOD PREPARATION AREA. CRFC - 114099

*c. FOOD FACILITIES ARE REQUIRED TO HAVE A SEPARATE SINK FOR WHEN THEY ARE ENGAGED IN ACTIVITIES SUCH AS WASHING, RINSING, SOAKING, THAWING, OR SIMILAR PREPARATION OF FOODS, AND SHALL BE LOCATED IN THE FOOD PREPARATION AREA. THE SINK SHALL HAVE AN INTEGRAL DRAIN BOARD, AND HAVE MINIMUM TUB DIMENSIONS OF 18" X 18" BY 12" DEEP. AN ADJACENT WORK TABLE OF SIMILAR DIMENSIONS MAY BE SUBSTITUTED FOR THE DRAIN BOARD. A FOOD PREPARATION SINK MUST DRAIN INDIRECTLY THROUGH AN AIR GAP INTO A FLOOR SINK AND MUST BE FREE STANDING (NOT INSTALLED IN CABINETS). CRFC - 114163

*d. SUCH FACILITIES SHALL BE CONNECTED TO AN APPROVED SEWERAGE, AND PROVIDED WITH HOT AND COLD RUNNING WATER THROUGH A MIXING VALVE AND PROTECTED WITH A BACK FLOW PROTECTION DEVICE. JANITORIAL SINKS AND BASINS SHALL BE SEPARATED FROM OTHER EQUIPMENT BY AT LEAST 30 INCHES; OR A SOLID PARTITION THAT EXTENDS A MINIMUM OF 18 INCHES ABOVE THE RIM OR TOP OF THE JANITORIAL SINK OR BASIN.

*e. ALL EQUIPMENT SHALL BE EITHER EASILY MOVABLE (E.G., ON CASTERS), ELEVATED ON LEGS THAT PROVIDE AT LEAST A SIX INCH (6") CLEARANCE BETWEEN THE FLOOR AND THE EQUIPMENT, OR SEALED TO MINIMUM FOUR INCH (4") SOLID MASONRY ISLAND WITH MINIMUM THREE-EIGHTHS (3/8") COVERED RADIUS IF ON AN ISLAND, IT SHALL OVERHANG THE BASE AT LEAST TWO INCHES (2"), BUT NOT MORE THAN THE HEIGHT OF THE ISLAND. SEALING TO THE FLOOR IS ACCEPTABLE ONLY IF NO OTHER MEANS ARE AVAILABLE, SUCH AS BEER COOLERS BEHIND BARS, AND LARGE BAKERY OVENS. CRFC - 114169

*f. ALL EQUIPMENT INCLUDING SHELVING MUST HAVE MIN. 6" LEGS OR CASTERS. CRFC - 114130

*g. ANY NEW (PROPOSED) EQUIPMENT WEIGHING GREATER THAN 400 LBS. REQUIRES STRUCTURAL CALCULATIONS AND ANCHORAGE DETAILS IN ASCE 13.1.4.

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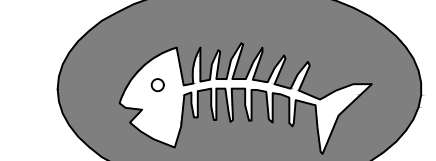
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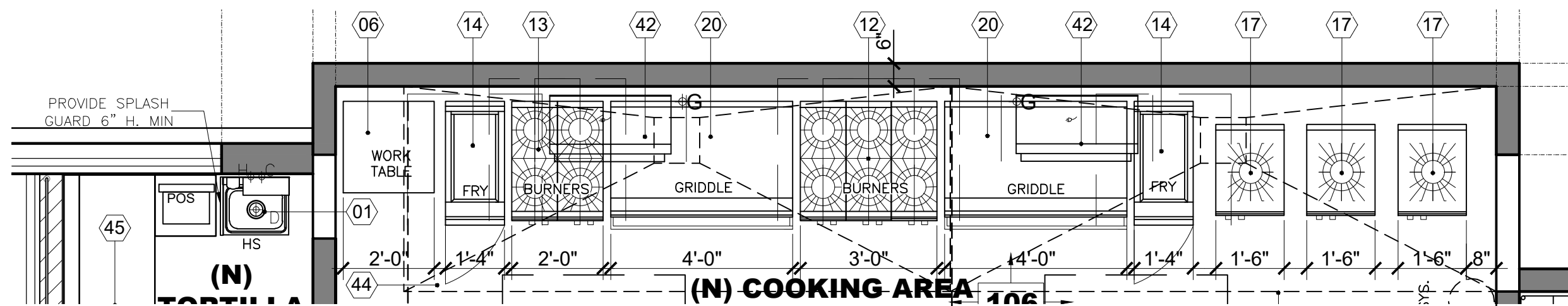
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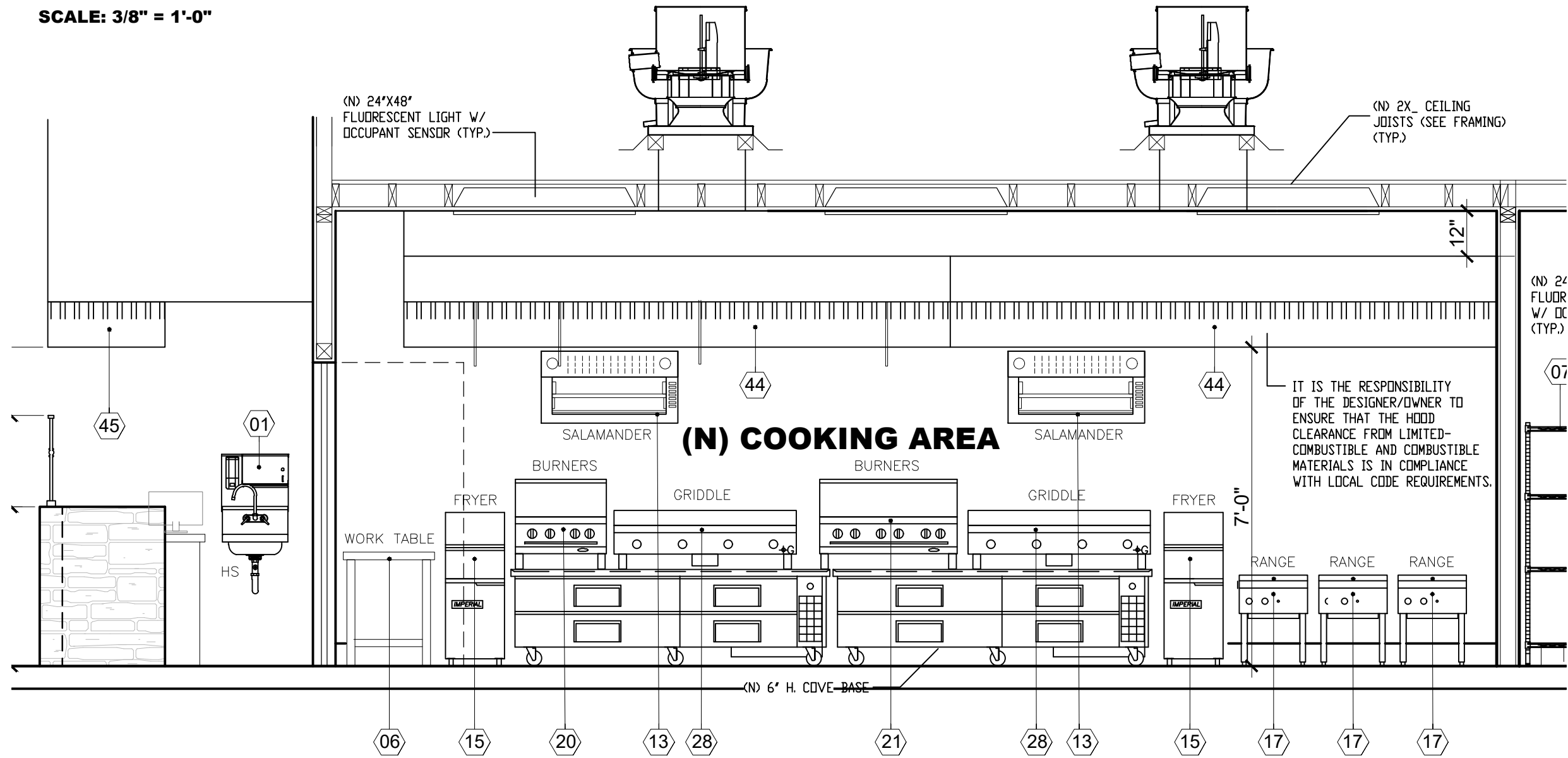
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(N) PARTIAL FLOOR PL.

(N) COOKING AREA

SCALE: 3/8" = 1'-0"



SECTION A-A

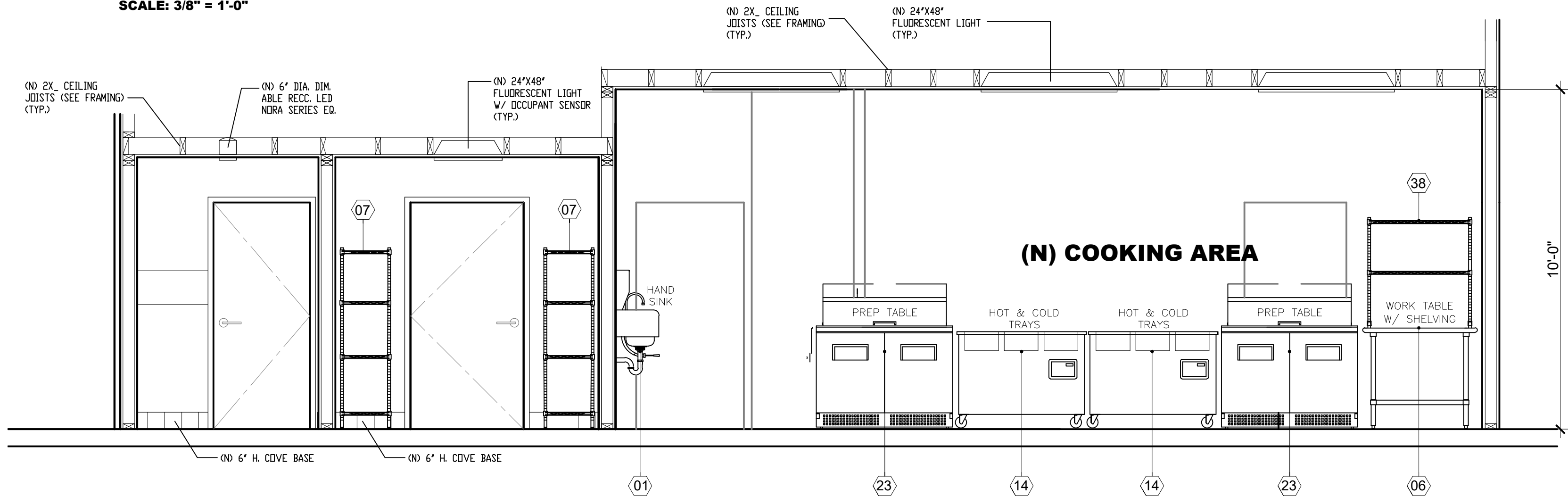
(N) COOKING AREA ELEVATION

SCALE: 3/8" = 1'-0"

(N) PARTIAL FLOOR PL.

(N) PREP AREA

SCALE: 3/8" = 1'-0"



SECTION B-B

(N) PREP AREA - ELEVATION

SCALE: 3/8" = 1'-0"

EQUIPMENT SCHEDULE

SYM.	DESCRIPTION	MFG.	MODEL	COMMENTS	BTU	DRAINAGE	COND.	COMMENTS
(01)	HAND SINK	ADVANCE TABCO	7-PS-87	NSF, BOWL SIZE: 10"X 14"X5" 1 1/2" P-TRAP IPS S.S.			NEW	
02	3-COMP SINK W/ 18" DRAIN BOARDS	ADVANCE TABCO	DTC-3-2020	NSF, SIZE: 30"X 23 3/4"X 20 1/2" BOWL, 18"X18" DRAIN BRD. S.S.		X	NEW	
03	ONE COMP. PREP SINK	ADVANCE TABCO	DL-30-96	NSF, SIZE: 38 1/2"X 23 3/4"X 18"X18" BOWL. S.S.		X	NEW	
04	SERVICE AND MOP SINK	ADVANCE TABCO	9-OP-20	NSF, SIZE: 18"X 20"X 6" S.S.		X	NEW	
05	MOP HANGER W/ CHEMICAL RACK	ADVANCE TABCO	K-242 / 245	-			NEW	
06	WORK TABLES	ADVANCE TABCO	MS-300	NSF, SIZE: ... X 27" S.S.			NEW	
07	DRY STORAGE SHELVES	ADVANCE TABCO	ECC-2448	NSF, 4-TIER, LINEAR STORAGE RANGED 47" APRT ON CASTERS / LEGS			NEW	
08	DISHWASHING SOIL & DRAIN BOARDS 24"X24" MIN.	ADVANCE TABCO	DTC-570-24LR	NSF / UL			NEW	
09	DISHWASHING MACHINE 120 F. 7.5 GPM	AUTO-CHLOR	AC-HT	NSF / UL, SIZE: 24"X32"X10"X70"X19"	230V 6.1 AMPS	X	NEW	
10	CUBE ICE MAKER	ICE-O-MATIC	ICE0250	NSF, UL, 30 3/4" X 24 46" X 23 18"	11 AMPS 2.248 BTU/h	X	NEW	
11	COMMERCIAL GAS W/H 199,000 BTU/S	RHEEM	80-199(A)	STRAP TO WALL	120V/199,000BTU/h		NEW	
12	GAS OPEN BURNERS	IMPERIAL	IHPA-6-36	NSF, UL, ETL, SIZE: 36"X31"	192K		NEW	
13	GAS OPEN BURNERS	IMPERIAL	IHPA-6-24	NSF, UL, ETL, SIZE: 24"X31"	192K		NEW	
14	TUBE FIRED FRYERS	IMPERIAL	IFS-75-OP	NSF, SIZE: 23 1/2" X 33 5/8" X 37 9/16" LIBS	179K BTU/h		NEW	
15	GRIDDLE	WOLF RANGE	AGM24	NSF, CSA 24"X10" X 4"X10" GRIDDLE PLATE	27,000BTU/h		NEW	
16	CHEF BASE	TRUE MFG.	TRCB-84	NSF, UL, SIZE: 84"X13" X 32 18"X10"	115/601 15.3 A		NEW	
17	HOT PLATE/STOCKPOT RANGES	WOLF	WSPR	NSF, SIZE: 18" X 18" X 22 5/8"	110,000 BTU/h		NEW	
18	CHIP WARMER	CARTER HOFFMAN	CW2	NSF, UL, SIZE: 22 7/8"X23 3/8"X7 7/8"	115K BTU/h		NEW	
19	UNDER COUNTER REFRIGERATOR	TRUE MFG.	TFM-29FL	NSF, UL, ETL, SIZE: 30 7/8"X21 1/2"X15"	69K BTU/h		NEW	
20	GRIDDLE	WOLF RANGE	AGM48	NSF, CSA 48"X31 5/8" GRIDDLE PLATE	108,000BTU/h		NEW	
21	WORK TOP HOT & COLD TRAYS	VOLLRATH	--	NSF, UL, 68 3/8" X 30 1/8" X 36 3/4"	115/601 7.8 AMPS	X	NEW	
22	REACH-IN REFRIGERATOR SWING DOOR	TRUE MFG.	STR1R-1S-HC	NSF, UL, 27 1/2" X 33 3/4" X 77 3/4"	115/601 3.8 AMPS	X	NEW	
23	FOOD PREP TABLE SOLID DOOR UNIT REFRG.	TRUE MFG.	TFP-48	NSF, UL, 48 3/8" X 30 1/8" X 36 3/4"	115/601 7.8 AMPS	X	EXIST	
24	COFFEE BREWER	BUNN	AXIOM 15-3	NSF, UL, 8.5" X17 7/2" X 18.89"	120V 15 AMPS		EXIST	
25	3-COMPARTMENT SINK (BAR)	TABCO	CRB-84C	NSF, UL, 84"X21"		X	EXIST	
26	BARTENDER ICE BIN	KROWNE	KR18-M36	NSF, 24" X27" X 34"			EXIST	PROVIDE WITH LIDS/COVERS
27	UNDERBAR REFRIGERATION S. SWING DOOR D.D. BEER DISP	TRUE MFG.	TDD-4	NSF, UL, 90 3/8" X 27 1/8" X 37"	115/601 9.1 AMPS	X	EXIST	
28	HORIZONTAL BOTTLE COOLERS DEEP WELL	TRUE MFG.	TD-95-38-HC	NSF, UL, 95 1/8" X 26 7/8" X 33 1/2"	115/601 15 AMPS		EXIST	
29	GLASSWARE STORAGE CRATE	KROWNE	KR18-GS81	NSF			EXIST	
30	BAG N BOX	LANCER CORP.	BIB RACK	NSF			EXIST	
31	BEVERAGE SODA DISPENSER	LANCER CORP.	ICD2200	NSF / ETL	115/601	X	EXIST	
32	FOUNTAIN DRINKS DISP.	OMEGA	OSD30	NSF, UL, 24" X 17" X 24"	120V/601 500 WATTS		EXIST	
33	BLENDER / DUMP SINK	KROWNE	KR-18-14BD	NSF, UL, 14" X 24"		X	EXIST	
34	FLOOR DRAIN	ZURN	Z415BZ	NSF		X	NEW	
35	FLOOR SINK DRAIN	ZURN	Z1900	NSF SIZE: 12 3/4" / 50% EXPOSED		X	NEW	
36	GREASE INTERCEPTOR	JENSEN	JZ1000G	NSF 1000 GL CAP.			EXIST	
37	STORAGE SHELVING / WALL HUNG	ADVANCE TABCO	WS-KD-36/60	NSF, UL, 11 1/8" (W) X 36" (L)			NEW	
38	STORAGE SHELVING / WORK TOP	ADVANCE TABCO	OTS-10-84	NSF, UL, 10" (W) X 84" (L)			NEW	
39	EMPLOYEE LOCKERS	HALLOWELL	CUBIX	SIZE: 12"X12" / UNDER COUNTER			EXIST	
40	AIR CURTAIN	BERNER	SHC07-1036A	UL / NSF, ANSI 37 1760 CFM MIN.	120V/601		EXIST	
41	BEER KEG RACK	METRO	2KR365DC	NSF			NEW	
42	SALAMANDER	WOLF	C36IRB-N	NSF, UL, ETL, SIZE: 36"X19"X19"	30K BTU/h		NEW	
43	HEAT LAMPS	HATCO	DL775	NSF/UL	120V		NEW	
44	2-COOKING EXHAUST HOOD TYP I (A)	CAPTIVE AIRE	SND-2	NSF, ETL, NFPA96 SIZE: 12'-0" X 54" TYPE 1-HOURLY W/ ANUL SYSTEM	1500 FPM		NEW	
45	1-COOKING EXHAUST HOOD TYP II (B)	CAPTIVE AIRE	VHB	UL710, ULCT10, ULC-S646 SIZE: 38" SQ. X 24" (H)	800 FPM		NEW	
46	OUTDOOR GAS PATIO HEATER	SUNPACK	S34-TSH	CSA - 48"X13" X 6" (W)	34K BTU/h		NEW	

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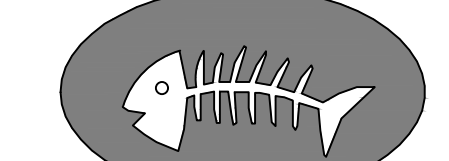
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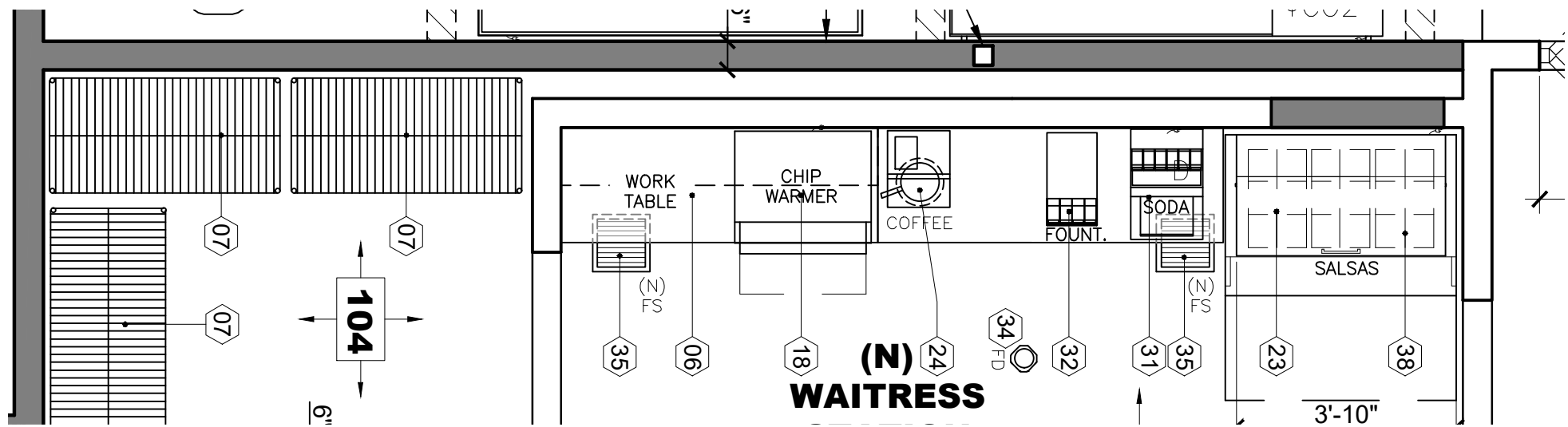
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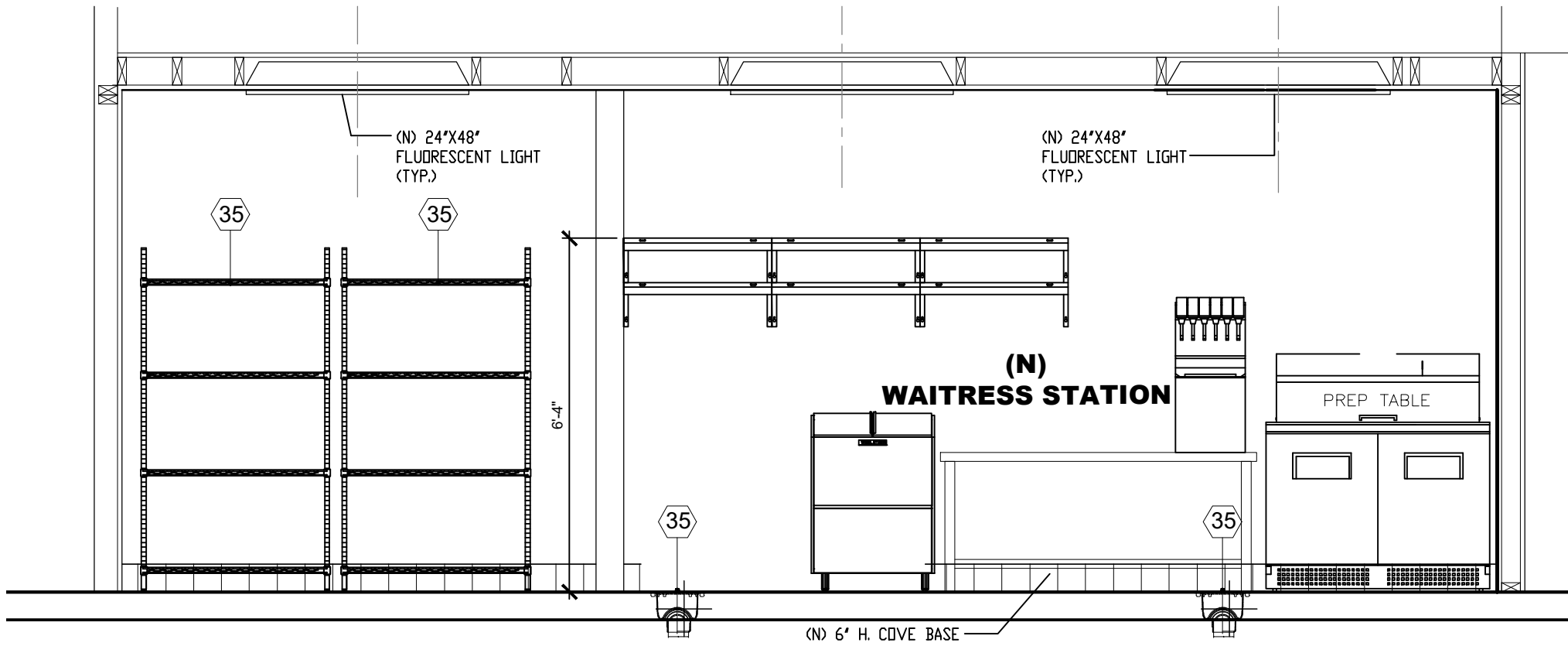
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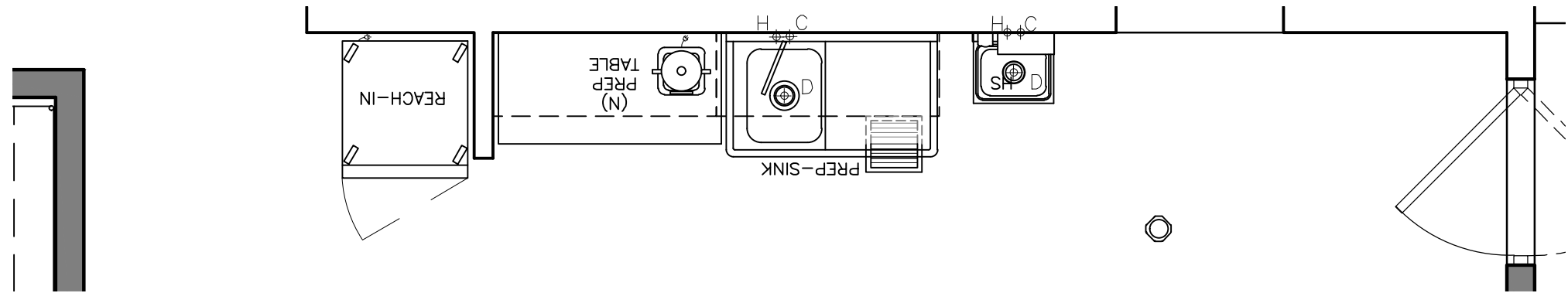
(N) PARTIAL FLOOR PL.
(N) WAITRESS STATION

SCALE: 3/8" = 1'-0"



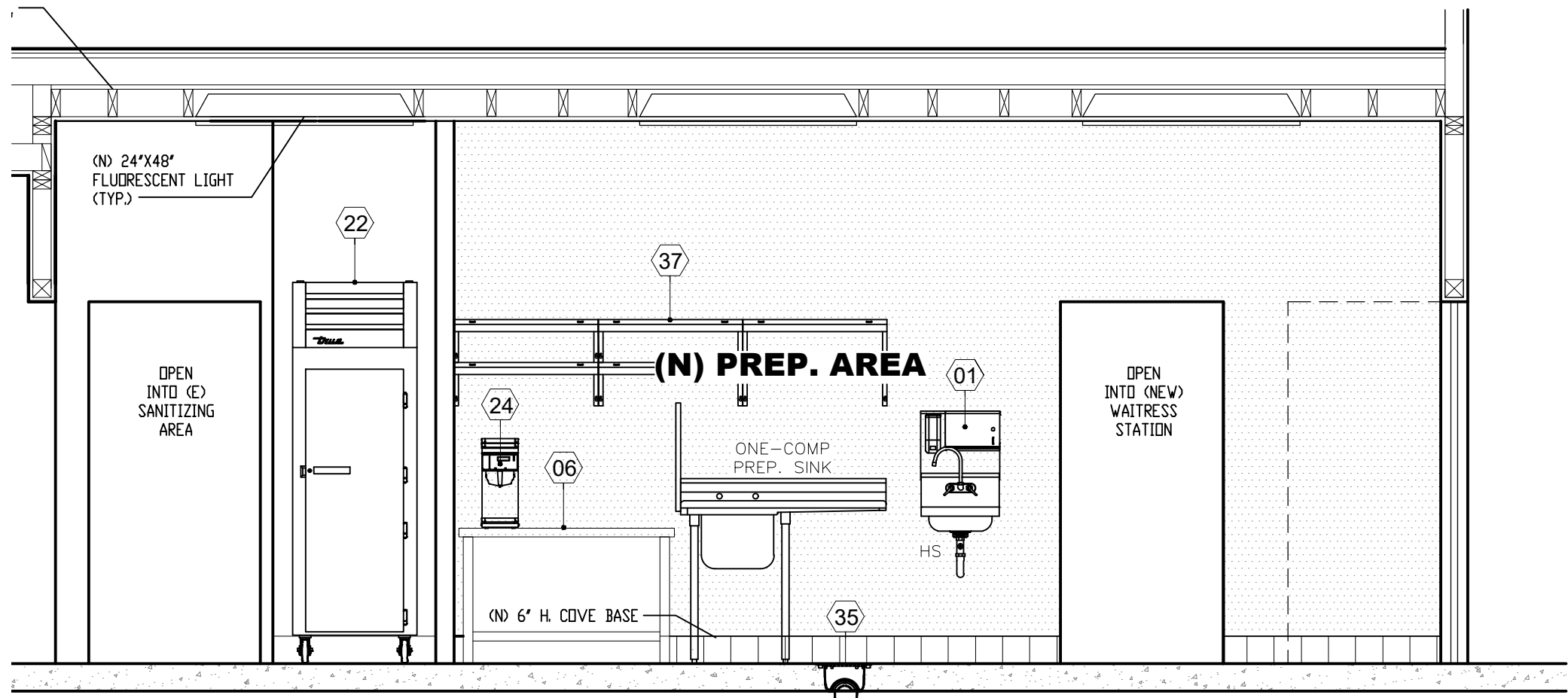
SECTION A-A
(N) WAITRESS STATION - ELEVATION

SCALE: 3/8" = 1'-0"



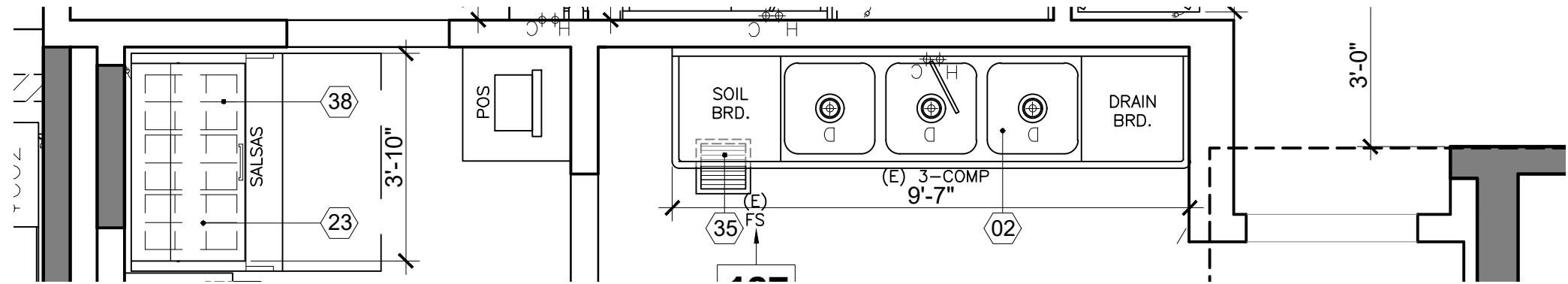
(N) PARTIAL FLOOR PL.
(N) PREP. AREA

SCALE: 3/8" = 1'-0"



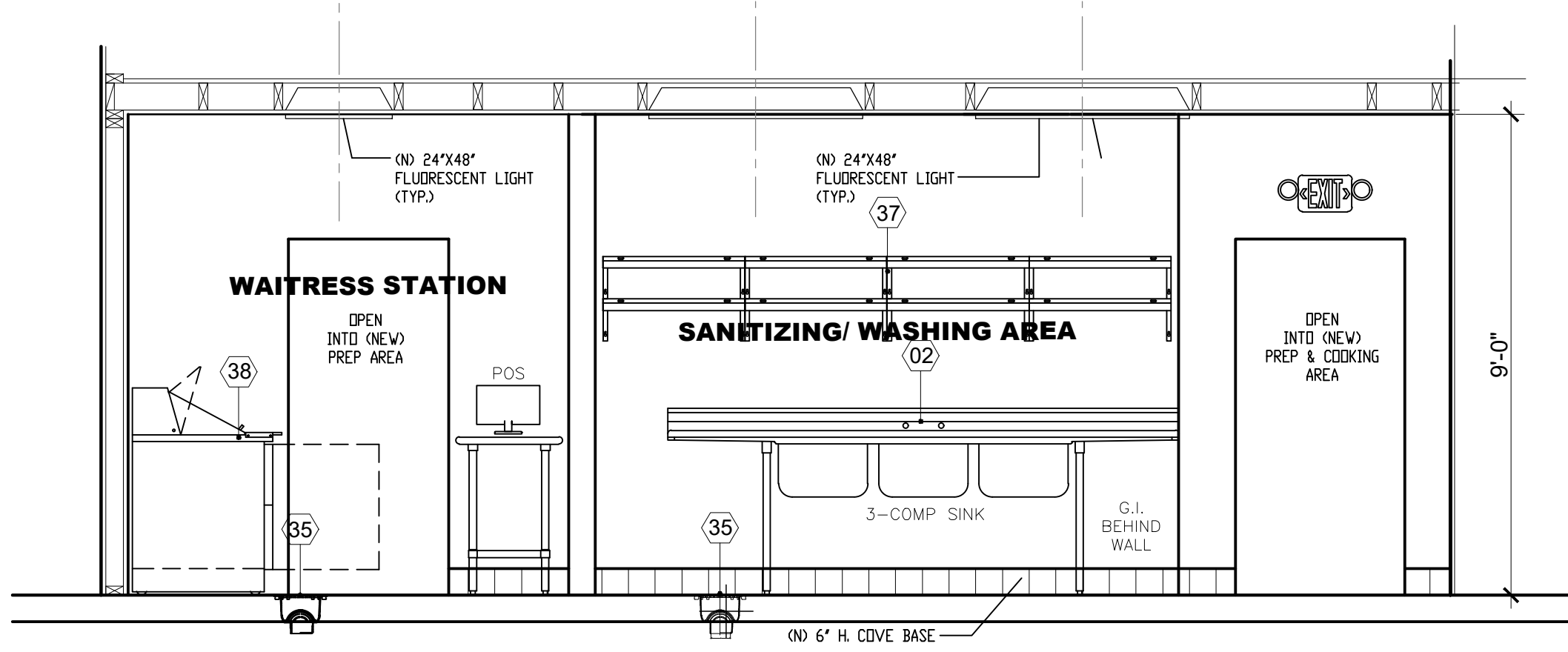
SECTION A-A
(N) PREP. AREA - ELEVATION

SCALE: 3/8" = 1'-0"



(N) PARTIAL FLOOR PL.
(N) SANITIZING / WASHING AREA

SCALE: 3/8" = 1'-0"



SECTION A-A
(N) SANITIZING / WASHING AREA - ELEVATION

SCALE: 3/8" = 1'-0"



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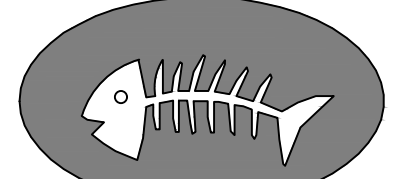
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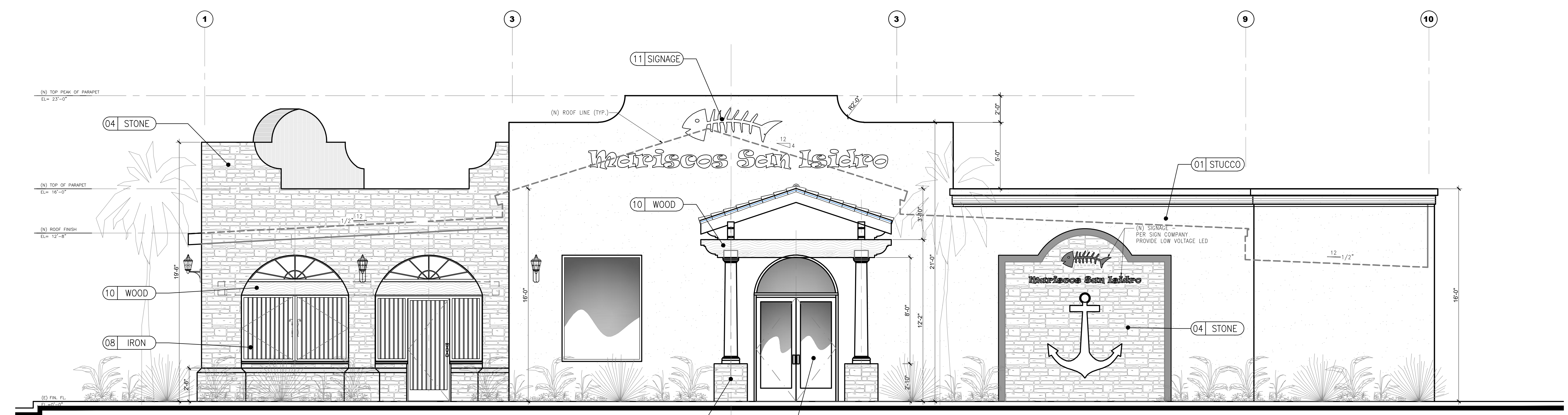
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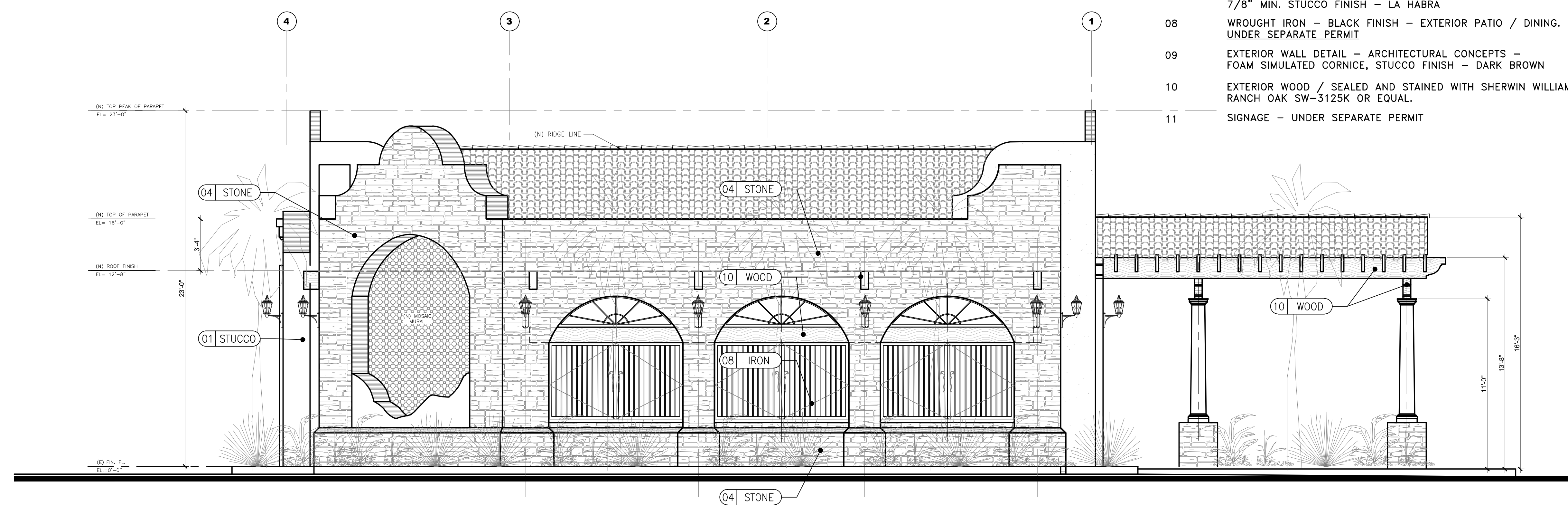
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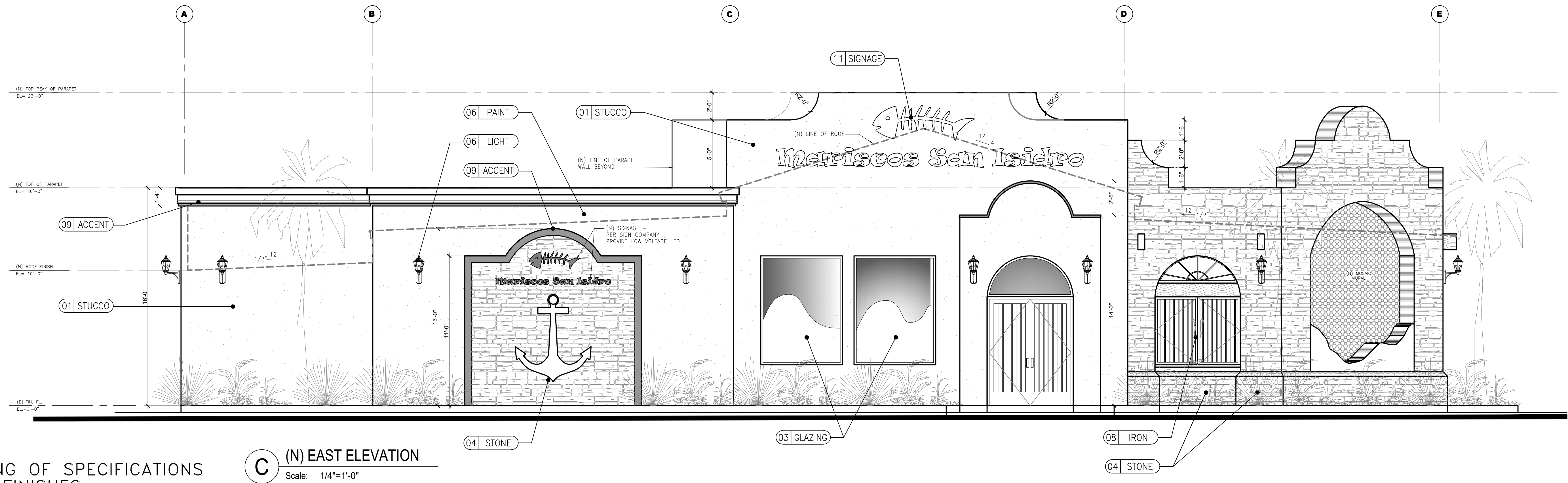
A (N) WEST ELEVATION
Scale: 1/4"=1'-0"

**NUMERIC LISTING OF SPECIFICATIONS
FOR EXTERIOR FINISHES**

1	PT-1	MATERIAL/ FINISH NUMBER
		AREA
01		7/8" MIN. SMOOTH STUCCO- LA HABRA 2 COATS MIN. OF PAINT, BRIGHT WHITE OR EQUAL.
02		-
03		-
04		STONE FACADE - ANCIENT VILLA LEDGESTONE - CULTURED STONE EXTERIOR FACADE - BORAL MFG.
05		SIGNAGE - BUSINESS LOGO - BUSINESS SIGNAGE UNDER SEPARATE PERMIT
06		HAMPTON BAY ALEXANDRIA - MOTION SENSING LED BLACK FINISH W/ CLEAR GLASS - EXTERIOR WALL LANTERN SCENCE
07		EXTERIOR PAINT - DUNN EDWARDS - PANTONE ROYAL BLUE 286C 7/8" MIN. STUCCO FINISH - LA HABRA
08		WROUGHT IRON - BLACK FINISH - EXTERIOR PATIO / DINING. UNDER SEPARATE PERMIT
09		EXTERIOR WALL DETAIL - ARCHITECTURAL CONCEPTS - FOAM SIMULATED CORNICE, STUCCO FINISH - DARK BROWN
10		EXTERIOR WOOD / SEALED AND STAINED WITH SHERWIN WILLIAMS RANCH OAK SW-3125K OR EQUAL.
11		SIGNAGE - UNDER SEPARATE PERMIT



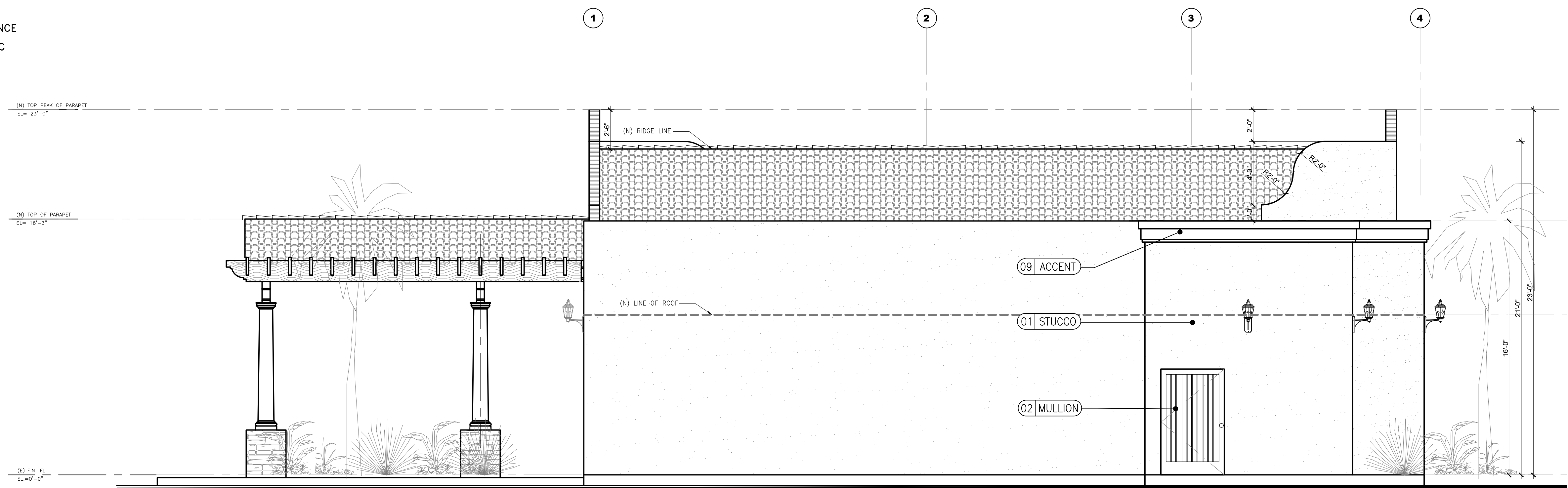
B (N) NORTH ELEVATION
Scale: 1/4"=1'-0"



C (N) EAST ELEVATION
Scale: 1/4"=1'-0"

NUMERIC LISTING OF SPECIFICATIONS
FOR EXTERIOR FINISHES

1	PT-1	MATERIAL/ FINISH NUMBER
AREA		
01		7/8" MIN. SMOOTH STUCCO- LA HABRA 2 COATS MIN. OF PAINT, BRIGHT WHITE OR EQUAL.
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03		-
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05		SIGNAGE - BUSINESS LOGO - BUSINESS SIGNAGE UNDER SEPARATE PERMIT
06		HAMPTON BAY ALEXANDRIA - MOTION SENSING LED BLACK FINISH W/ CLEAR GLASS - EXTERIOR WALL LANTERN SCONCE
07		EXTERIOR PAINT - DUNN EDWARDS - PANTONE ROYAL BLUE 286C 7/8" MIN. STUCCO FINISH - LA HABRA
08		WROUGHT IRON - BLACK FINISH - EXTERIOR PATIO / DINING. UNDER SEPARATE PERMIT
09		EXTERIOR WALL DETAIL - ARCHITECTURAL CONCEPTS - FOAM SIMULATED CORNICE, STUCCO FINISH - DARK BROWN
10		EXTERIOR WOOD / SEALED AND STAINED WITH SHERWIN WILLIAMS RANCH OAK SW-3125K OR EQUAL.
11		SIGNAGE - UNDER SEPARATE PERMIT



D (N) SOUTH ELEVATION
Scale: 1/4"=1'-0"



E.G. & ASSOCIATES
DESIGN
CONSULTANTS

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REVISIONS:
1
05-18-21 PC#1 PLANNING CORR.
05-25-21 PC#1 PLANNING RESUB
05-31-21 PC#1 PLANNING APPROVAL

OWNER / TENANT:

MARISCOS
SAN ISIDRO
RESTAURANT

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(626) 442 - 6414

**PROJECT: TENANT IMPROVEMENT
RESTAURANT**
MARISCOS
SAN ISIDRO
MEXICAN RESTAURANT
2327 ROSEMEAD BLVD. EL MONTE, CA 91733
APN: 5281-018-001

STAMP:

DATE:
FEBRUARY 25, 2021

PLOT:
JUNE 11, 2021

SCALE:
AS NOTED

DRAWN BY:
EDUARDO GUZMÁN

SHEET:

A-5.1

SHEETS

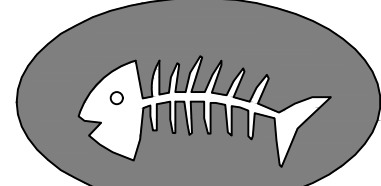


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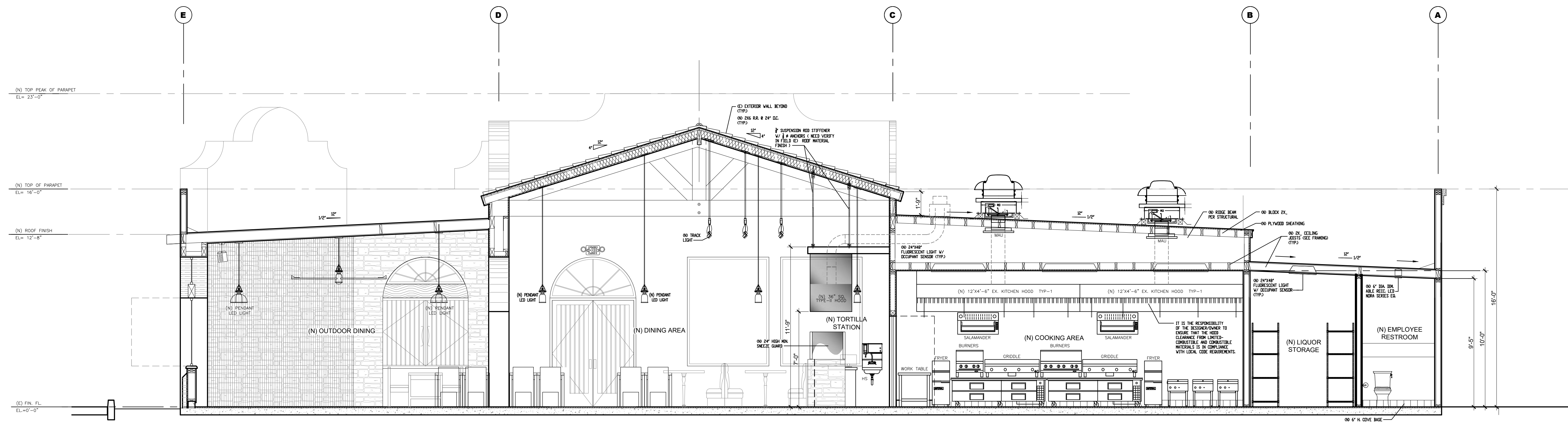
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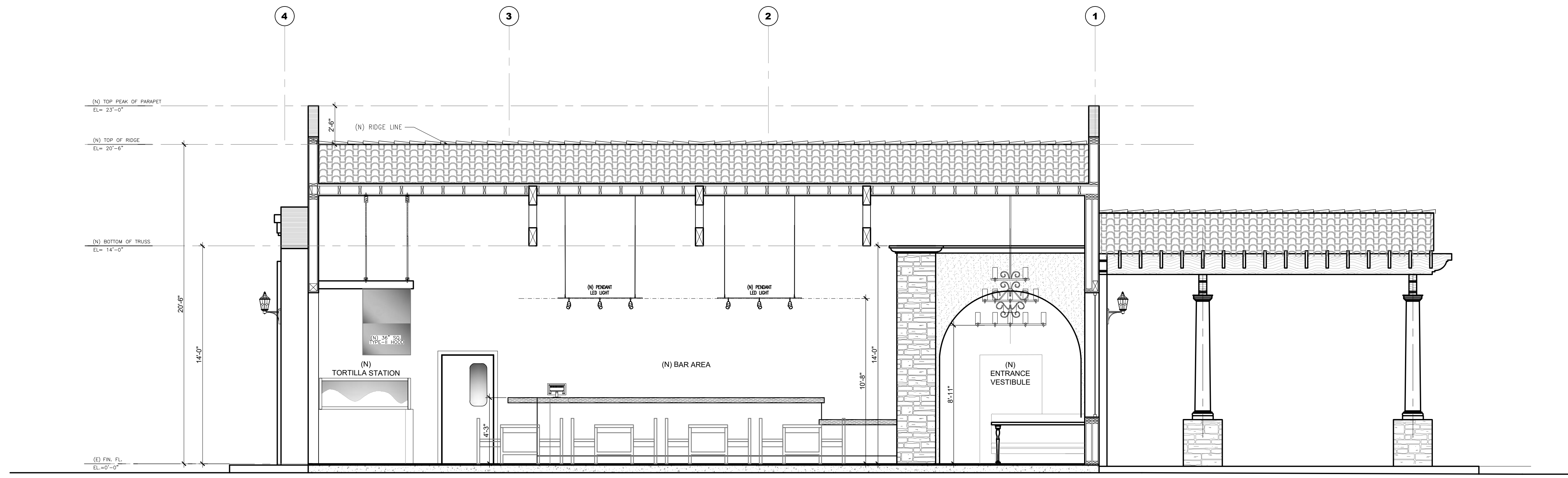
SHEET:

A-5.2

SHEETS



(N) SECTION A-A
Scale: 1/4"=1'-0"



(N) SECTION B-B
Scale: 1/4"=1'-0"

ACCESSIBILITY DETAILS FOR PARKING

WHERE ACCESSIBLE PARKING IS REQUIRED

Where parking spaces are provided, parking spaces shall be provided in accordance with Section 11B-208.

Exception: Parking spaces used exclusively for buses, trucks, other delivery vehicles, or vehicular impound shall not be required to comply with Section 11B-208 provided that lots accessed by the public are provided with a passenger loading zone complying with Section 11B-503.

Minimum number. Parking spaces complying with Section 11B-502 shall be provided in accordance with Table 11B-208.2 except as required by Sections 11B-208.2.1, 11B-208.2.2, and 11B-208.2.3. Where more than one parking facility is provided on a site, the number of accessible spaces provided on the site shall be calculated according to the number of spaces required for each parking facility.

Hospital outpatient facilities. Ten percent of patient and visitor parking spaces provided to serve hospital outpatient facilities, and free-standing buildings providing outpatient clinical services of a hospital, shall comply with Section 11B-502.

Rehabilitation facilities and outpatient physical therapy facilities. Twenty percent of patient and visitor parking spaces provided to serve rehabilitation facilities specializing in treating conditions that affect mobility and outpatient physical therapy facilities shall comply with Section 11B-502.

Residential facilities. Parking spaces provided to serve residential facilities shall comply with Section 11B-208.2.3.

Parking for guests, employees, and other non-residents. Where parking spaces are provided for persons other than residents, parking shall be provided in accordance with Table 11B-208.2.

Requests for accessible parking spaces. When assigned parking is provided, designated accessible parking for the adaptable residential dwelling units shall be provided on requests of residents with disabilities on the same terms and with the full range of choices (e.g., off-street parking, carport or garage) that are available to other residents.

Van parking spaces. For every six or fraction of six parking spaces required by Section 11B-208.2 to comply with Section 11B-502, at least one shall be a van parking space complying with Section 11B-502.

Location. Parking facilities shall comply with Section 11B-208.3.

General. Parking spaces complying with Section 11B-502 that serve a particular building or facility shall be located on the shortest accessible route from parking to an entrance complying with Section 11B-206.4. Where parking serves more than one accessible entrance, parking spaces complying with Section 11B-502 shall be dispersed and located on the shortest accessible route to the accessible entrances. In parking facilities that do not serve a particular building or facility, parking spaces complying with Section 11B-502 shall be located on the shortest accessible route to an accessible pedestrian entrance of the parking facility.

Exceptions:
1. All van parking spaces shall be permitted to be grouped on one level within a multi-story parking facility.
2. Parking spaces shall be permitted to be located in different parking facilities if substantially equivalent or greater accessibility is provided in terms of distance from an accessible entrance or entrances, parking fee, and user convenience.

TOTAL NUMBER OF PARKING SPACES PROVIDED IN PARKING FACILITY	MINIMUM NUMBER OF REQUIRED ACCESSIBLE PARKING SPACES
1 to 25	1
26 to 50	2
51 to 75	3
76 to 100	4
101 to 150	5
151 to 200	6
201 to 300	7
301 to 400	8
401 to 500	9
501 to 1000	2 percent of total
1001 and over	20, plus 1 for each 100, or fraction thereof, over 1000

TABLE 11B-208.2 PARKING SPACES

PASSENGER DROP-OFF AND LOADING ZONES

General. Passenger drop-off and loading zones shall comply with Section 11B-503.

Vehicle pull-up space. Passenger drop-off and loading zones shall provide a vehicular pull-up space 96 inches wide minimum and 20 feet long minimum.

Access aisle. Passenger drop-off and loading zones shall provide access aisles complying with Section 11B-503 adjacent and parallel to the vehicle pull-up space. Access aisles shall adjoin an accessible route and shall not overlap the vehicular way.

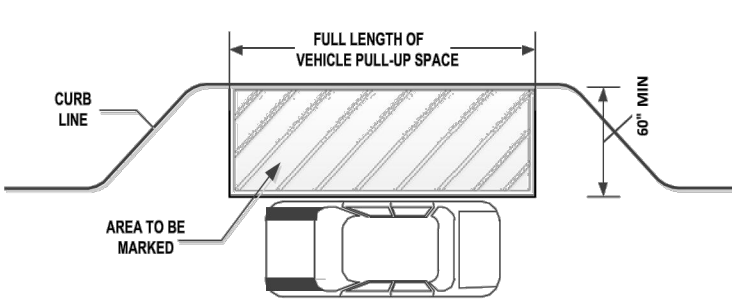


FIGURE 11B-503.3 PASSENGER DROP-OFF AND LOADING ZONE ACCESS AISLE

Width. Access aisles serving vehicle pull-up spaces shall be 60 inches wide minimum.

Length. Access aisles shall extend the full length of the vehicle pull-up spaces they serve.

Marking. Access aisles shall be marked with a painted borderline around their perimeter. The area within the borderlines shall be marked with hatched lines a maximum of 36 inches on center in a color contrasting with that of the aisle surface.

Floor and ground surfaces. Vehicle pull-up spaces and access aisles serving them shall comply with Section 11B-502. Access aisles shall be at the same level as the vehicle pull-up space they serve. Changes in level are not permitted.

Exception: Slopes not steeper than 1:48 shall be permitted.

Vertical clearance. Vehicle pull-up spaces, access aisles serving them, and a vehicular route from an entrance to the passenger loading zone and from the passenger loading zone to a vehicular exit shall provide a vertical clearance of 114 inches minimum.

Identification. Each passenger loading zone designated for persons with disabilities shall be identified with a reflectorized sign complying with Section 11B-703.5. It shall be permanently posted immediately adjacent to and visible from the passenger loading zone stating "Passenger Loading Zone Only" and including the International Symbol of Accessibility complying with Section 11B-703.7.2.1 in white on a dark blue background.

Medical care and long-term care facilities. At least one passenger loading zone complying with Section 11B-503 shall be provided at an accessible entrance to licensed medical care and licensed long-term care facilities where the period of stay may exceed twenty-four hours.

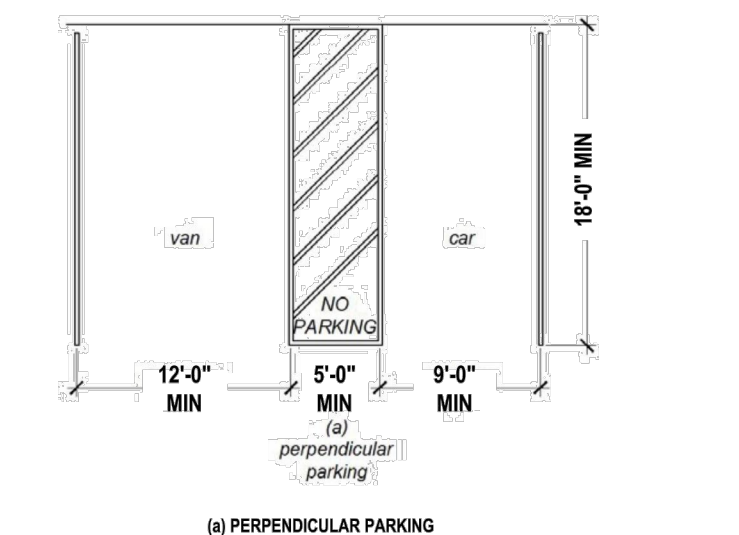
Valet parking. Parking facilities that provide valet parking services shall provide at least one passenger loading zone complying with Section 11B-503. The parking requirements of Section 11B-208.1 apply to facilities with valet parking.

Mechanical access parking garages. Mechanical access parking garages shall provide at least one passenger loading zone complying with Section 11B-503 at vehicle drop-off and vehicle pick-up areas.

PARKING SPACES

General. Car and van parking spaces shall comply with Section 11B-502. Where parking spaces are marked with lines, width measurements of parking spaces and access aisles shall be made from the centerline of the markings.

Exception: Where parking spaces or access aisles are not adjacent to another parking space or access aisle, measurements shall be permitted to include the full width of the line defining the parking space or access aisle.



(b) PERPENDICULAR PARKING

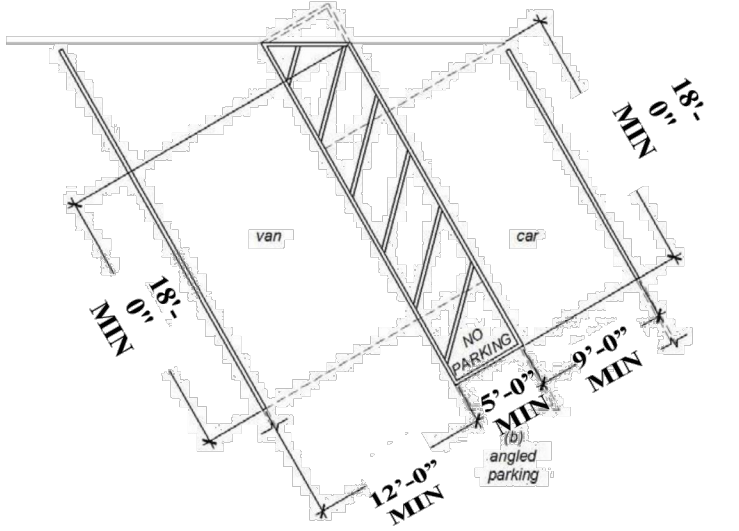


FIGURE 11B-502.2 VEHICLE PARKING SPACES

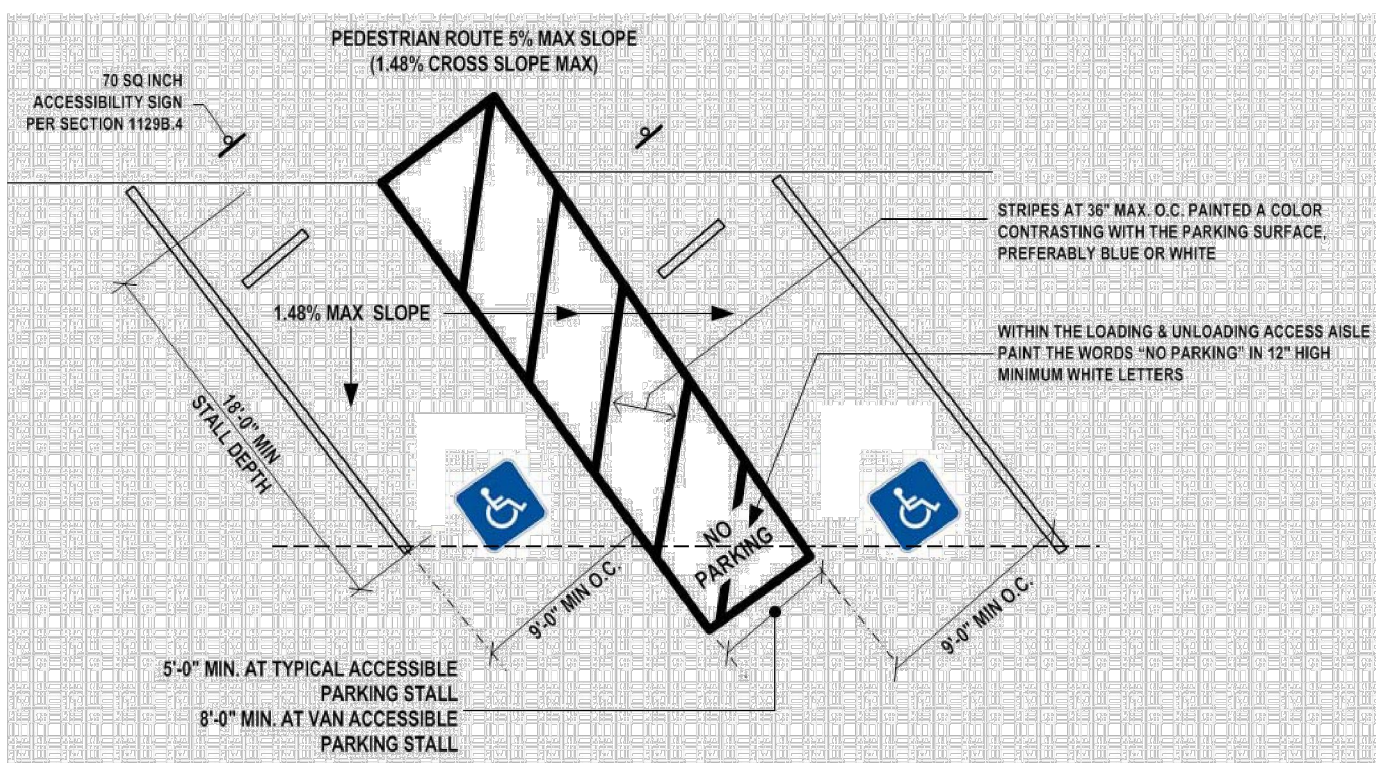


FIGURE 11B-502.3.3 ANGLED PARKING IDENTIFICATION

Location. A parking space identification sign shall be visible from each parking space. Signs shall be permanently posted either immediately adjacent to the parking space or within the projected parking space width at the head end of the parking space. Signs may also be permanently posted on a wall at the interior end of the parking space.

Marking. Each accessible car and van space shall have surface identification complying with either Sections 11B-502.6.4.1 or 11B-502.6.4.2.

The parking space shall be marked with an International Symbol of Accessibility complying with Section 11B-703.7.2.1 in white on a blue background a minimum 36 inches wide by 36 inches high. The centerline of the International Symbol of Accessibility shall be a maximum of 6 inches from the centerline of the parking space, its sides parallel to the length of the parking space and its lower corner at, or lower side aligned with, the end of the parking space length.

The parking space shall be outlined or painted blue and shall be marked with an International Symbol of Accessibility complying with Section 11B-703.7.2.1 a minimum 36 inches wide by 36 inches high in white or a suitable contrasting color. The centerline of the International Symbol of Accessibility shall be a maximum of 6 inches from the centerline of the parking space, its sides parallel to the length of the parking space and its lower corner at, or lower side aligned with, the end of the parking space.

Relationship to accessible routes. Parking spaces and access aisles shall be designed so that cars and vans, when parked, cannot obstruct the required clear width of adjacent accessible routes.

11B-502.7.1 Arrangement. Parking spaces and access aisles shall be designed so that persons using them are not required to travel behind parking spaces other than to pass behind the parking space in which they parked.

11B-502.7.2 Wheel stops. A curb or wheel stop shall be provided if required to prevent encroachment of vehicles over the required clear width of adjacent accessible routes.

11B-502.8 Additional signage. An additional sign shall be posted either:

- 1) In a conspicuous place at each entrance to an off-street parking facility or
- 2) Immediately adjacent to on-site accessible parking and visible from each parking space.

11B-502.8.1 Size. The additional sign shall not be less than 17 inches wide by 22 inches high.

11B-502.8.2 Lettering. The additional sign shall clearly state in letters with a minimum height of 1 inch the following:

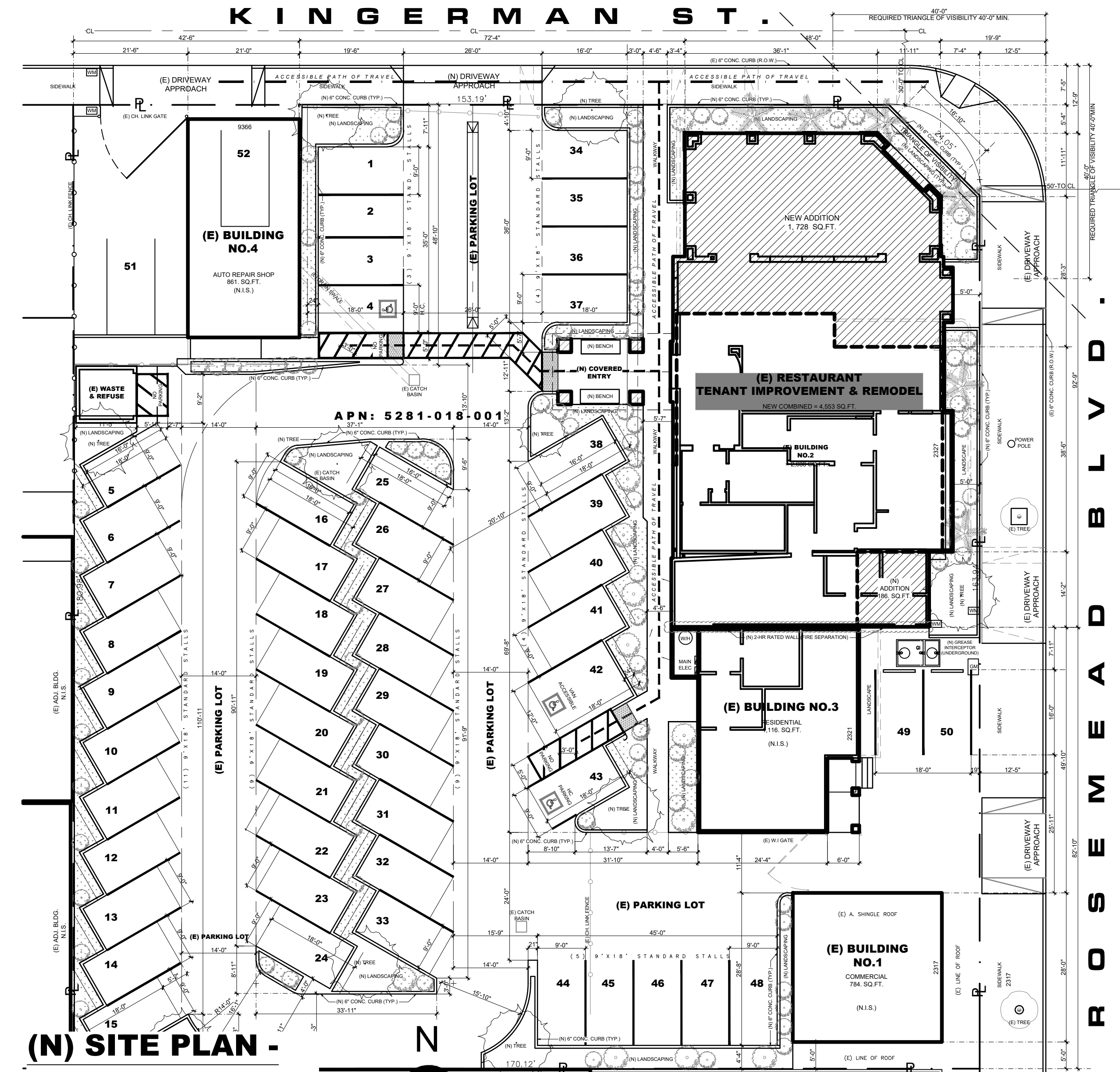
"Unauthorized vehicles parked in designated accessible spaces not displaying distinguishing placards or special license plates issued for persons with disabilities will be towed away at the owner's expense. Towed vehicles may be reclaimed at: _____ or by telephoning _____"

Blank spaces shall be filled in with appropriate information as a permanent part of the sign. (NOTE: Towing Co.'s Name and Telephone Number must be noted on the detail sheet/s on the plans.)

ACCESSIBLE PARKING SIGN INSTALLED AT EACH SPACE



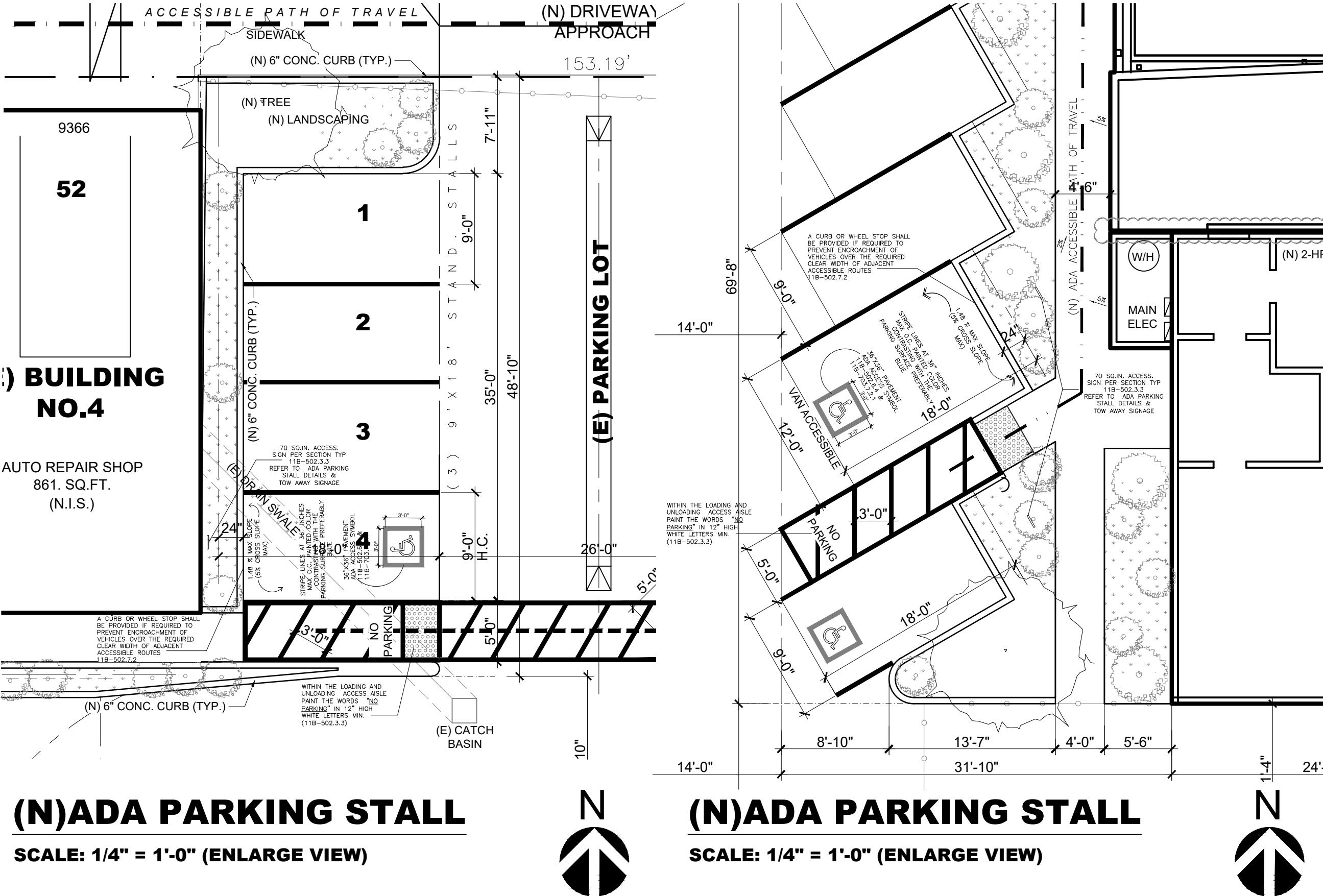
WHERE APPLIES



(N) SITE PLAN -

ADA ACCESSIBLE

SCALE: 1/8" = 1'-0"



(N)ADA PARKING STALL

SCALE: 1/4" = 1'-0" (ENLARGE VIEW)

(N)ADA PARKING STALL

SCALE: 1/4" = 1'-0" (ENLARGE VIEW)

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CONSULTANTS

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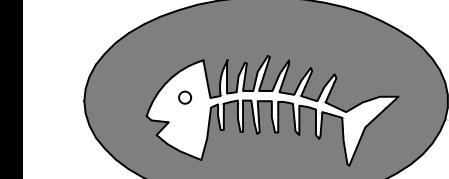
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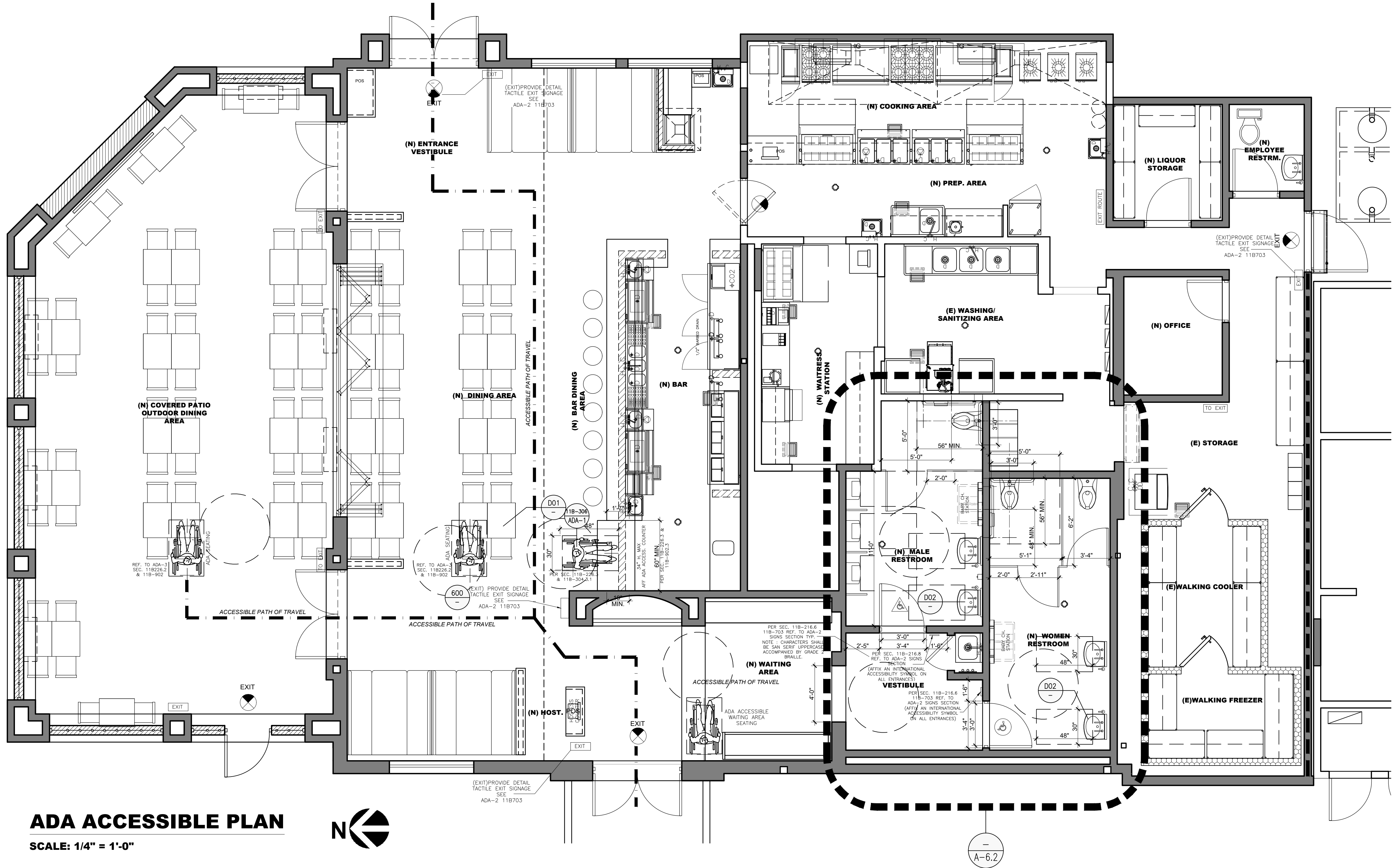
SHEET:

A-6.0

SHEETS

ACCESSIBILITY PLAN NOTES: (REFER TO ADA-1,2 & 3)

- KEY
1. AFFIX AN INTERNATIONAL ACCESSIBILITY SYMBOL AT ALL ENTRANCES PER. SECTION 11B 703 SIGN SHALL COMPLY WITH CBC SECTIONS 11B SIGN SHALL BE LOCATED ADJACENT TO THE LATCH SIDE OF THE SINGLE DOOR AND RIGHT SIDE OF THE DOUBLE DOORS 60" ABOVE FLOOR FINISH PER SECTION 11B PROVIDE THE TACTILE EGRESS SIGNAGE COMPLYING SECTION CBC SECTION 11B-703.4.2
 2. EXITS, EXIT ACCESS DOORS AND PATHS OF EGRESS TRAVEL THAT IS NOT IMMEDIATELY VISIBLE TO THE OCCUPANTS SHALL BE MARKED BY AN APPROVED "EXIT" SIGN THAT IS READILY VISIBLE FROM ANY DIRECTION OF EGRESS TRAVEL BY BEING INTERNALLY OR EXTERNALLY ILLUMINATED CBC 1011.1
 3. EACH GRADE-LEVEL EXTERIOR EXIT DOOR SHALL BE IDENTIFIED BY TACTILE EXIT SIGN WITH THE WORD "EXIT" CBC SECTION 1011.3
 4. INTERNATIONAL SYMBOL OF ACCESSIBILITY REQUIRED AT ALL ACCESSIBLE ENTRANCES, CIRCLE AND TRIANGLE SYMBOLS ON TOILET ROOM DOORS PER CBC 11B-724.
- FIRE DEPARTMENT GENERAL NOTES**
- KEY
1. VEHICULAR FIRE ACCESS SHOULD BE INSTALLED AND MAINTAINED IN A SERVICEABLE MANNER PRIOR TO AND DURING THE TIME OF CONSTRUCTION PER - CFC 501.4.
 2. BUILDING ADDRESS NUMBER SHALL BE PROVIDED AND MAINTAINED SO AS TO BE PLAINLY VISIBLE AND LEGIBLE FROM THE STREET FRONTING THE PROPERTY. THE NUMBERS SHALL BE A MINIMUM OF 4" INCHES HIGH WITH A MINIMUM STROKE WIDTH OF 0.5 INCH. PER - CFC 505.
 3. EGRESS DOORS SHALL BE READILY OPEN ABLE FROM THE EGRESS SIDE WITHOUT THE USE OF A KEY OR ANY SPECIAL KNOWLEDGE OR EFFORT. CBC 1008.1.8.
 4. THE MEANS OF EGRESS TRAVEL SHALL BE ILLUMINATED AT ANY TIME THE BUILDING IS OCCUPIED WITH A LIGHT INTENSITY OF NOT LESS THAN 1 FOOT CANDLE AT THE WALKING SURFACE LEVEL. CBC 1006.
 5. PORTABLE FIRE EXTINGUISHER REQUIREMENT SHALL BE INSTALLED IN LOCATIONS AS REQUIRED BY CFC 906.
 6. NO FRAMING OR T-BAR APPROVALS WILL BE GRANTED WITHOUT THE FIRE DEPARTMENT APPROVAL FOR THE FIRE SPRINKLER.
 7. AFFIX AN INTERNATIONAL ACCESSIBILITY SYMBOL AT ALL ENTRANCES PER. CBC 1117B.5.8.1. SIGN SHALL COMPLY WITH CBC 1117B.5.8.1.1. SIGN SHALL BE LOCATED ADJACENT TO THE LATCH SIDE OF THE SINGLE DOOR AND RIGHT SIDE OF THE DOUBLE DOORS 60" ABOVE FLOOR FINISH PER CBC 1117B.5.8.1.2.
 8. PROVIDE THE TACTILE EGRESS SIGNAGE COMPLYING SECTION CBC SECTION 1117B.5 PER CBC1011.3.
 9. PROVIDE PANIC HARDWARE FOR DOORS PER. CBC 1008.1.9.
 10. ALL DOORS HARDWARE SHALL BE A LEVER TYPE OF HARDWARE.



ADA ACCESSIBLE PLAN

SCALE: 1/4" = 1'-0"



SIGN REQUIREMENT NOTES:

1. EACH GRADE LEVEL EXTERIOR DOOR SHALL BE IDENTIFIED BY A TACTILE SIGN WITH THE WORD "EXIT".
2. EACH EXIT DOOR THAT LEADS DIRECTLY TO A GRADE-LEVEL EXTERIOR EXIT BY MEANS OF AN EXIT ENCLOSURE OR AN EXIT PASSAGEWAY IS IDENTIFIED BY A TACTILE EXIT SIGN WITH THE WORDS "EXIT ROUTE".
3. EACH EXIT DOOR THROUGH A HORIZONTAL EXIT SHALL BE IDENTIFIED BY A SIGN WITH THE WORDS, "TO EXIT".
4. LETTERS ON SIGNS ARE RAISED 3/32" SANS SERIF UPPERCASE CHARACTERS AND ARE ACCOMPANIED BY GRADE-2 BRAILLE.
5. RAISED CHARACTERS ARE BETWEEN 5/8" AND 2" HIGH.
6. BRAILLE DOTS ARE RAISED A MINIMUM OF 1/40 ABOVE THE BACKGROUND CHARACTERS AND BACKGROUND OF SIGNS IS EGGSHELL, MATTE, OR OTHER NON-GLARE FINISH.
7. CHARACTERS CONTRAST WITH THEIR BACKGROUND (LIGHT CHARACTERS ON A DARK BACKGROUND, OR DARK CHARACTERS ON A LIGHT BACKGROUND).
8. LETTERS ON SIGNS HAVE A WIDTH-TO-HEIGHT RATIO BETWEEN 3:5 AND 1:1 AND A STROKE WIDTH-TO-HEIGHT BETWEEN 1:5 AND 1:10.
9. SIGNS ARE TO BE INSTALLED ON THE WALL ADJACENT TO THE LATCH SIDE OF THE DOOR (AT DOUBLE LEAF DOORS AND WHEN THERE IS NO WALL SPACE AT THE LATCH SIDE, SIGNS SHALL BE PLACED ON THE NEAREST ADJACENT WALL, PREFERABLY ON THE RIGHT).
10. MOUNTING HEIGHT IS 60" MAX. FROM THE FINISHED FLOOR TO THE TOP OF THE SIGN.
11. MOUNTING LOCATION ALLOWS A PERSON TO APPROACH WITHIN 3" OF THE SIGNAGE WITHOUT ENCOUNTERING PROTRUDING OBJECTS OR STANDING WITHIN THE SWING OF A DOOR.

LETTERING RAISED 1/32" FROM SIGN BACKGROUND

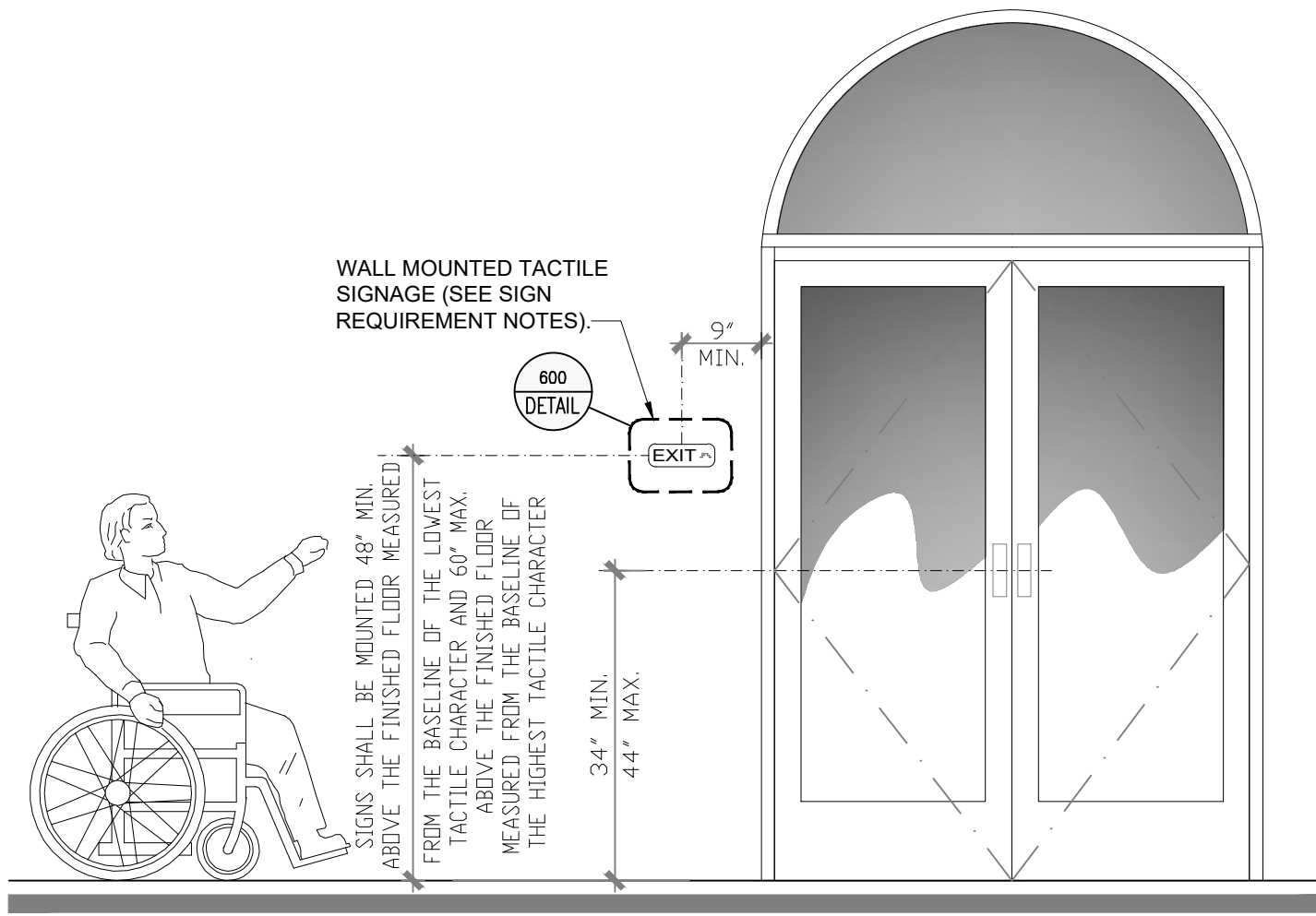
LETTERS AND NUMBERS SHALL BE AT-LEAST 5/8" HIGH, BUT NO HIGHER THAN 2" LETTERS AND NUMBERS SHALL BE UPPER CASE, SANS SERIF TYPE COLOR WHITE.

SIGN BACKGROUND COLOR: EGGSHELL MATTE - NON GLARE FINISH

CORRESPONDING GRADE-2 BRAILLE REFER TO "SIGN REQUIREMENT NOTES: FOR ADDITIONAL INFORMATION"

EXIT
EXIT ROUTE
TO EXIT

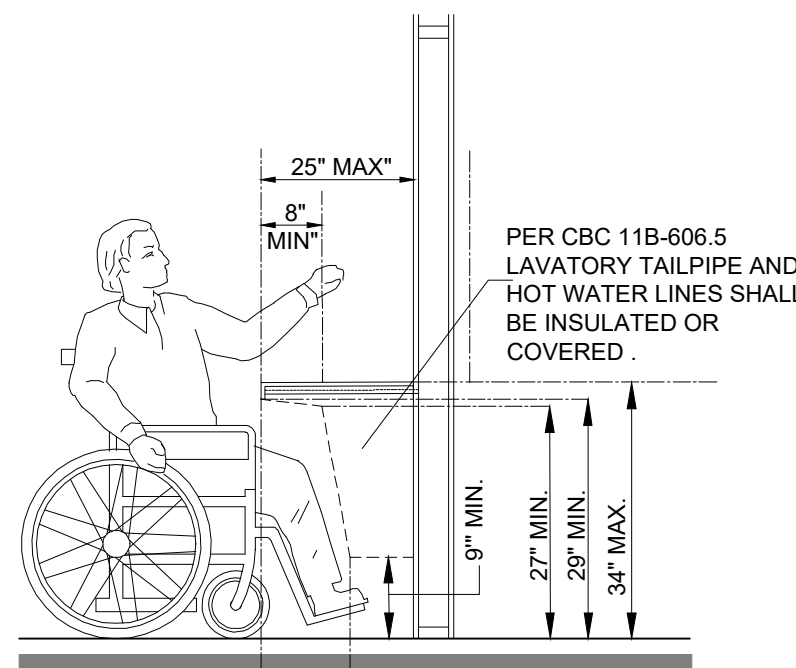
EXIT



600 - TACTILE EXIT SIGNAGE

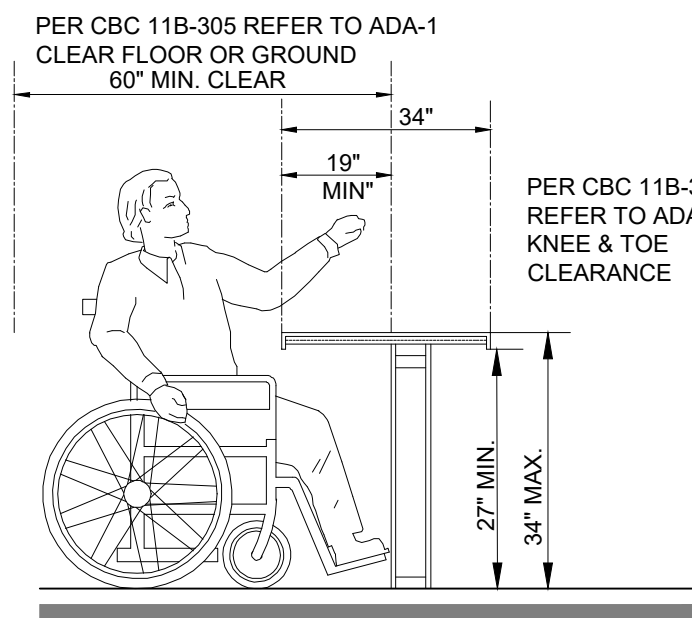
SCALE: NTS

11B-703
ADA-2



DETAIL - D02 LAVATORY

11B-306
ADA-1



DETAIL - D01 BAR

11B-306
ADA-1

11B-206.2.5 RESTAURANTS, CAFETERIAS, BANQUET FACILITIES AND BARS. IN RESTAURANTS, CAFETERIAS, BANQUET FACILITIES, BARS, AND SIMILAR FACILITIES, AN ACCESSIBLE ROUTE SHALL BE PROVIDED TO ALL FUNCTIONAL AREAS, INCLUDING RAISED OR SUNKEN AREAS, AND OUTDOOR AREAS.

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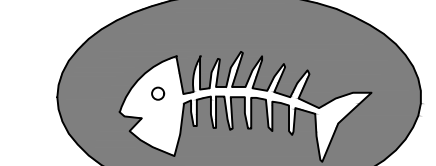
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REVISIONS:

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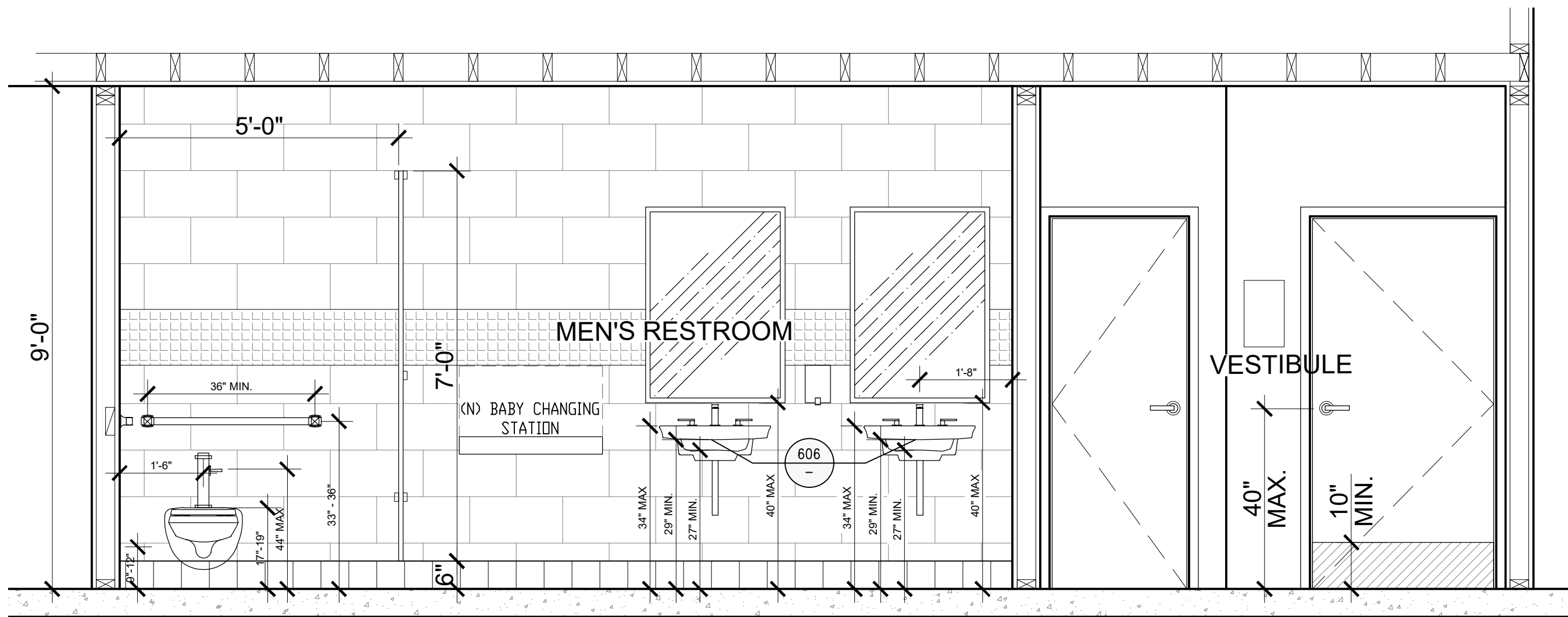
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EDUARDO GUZMÁN

SHEET:

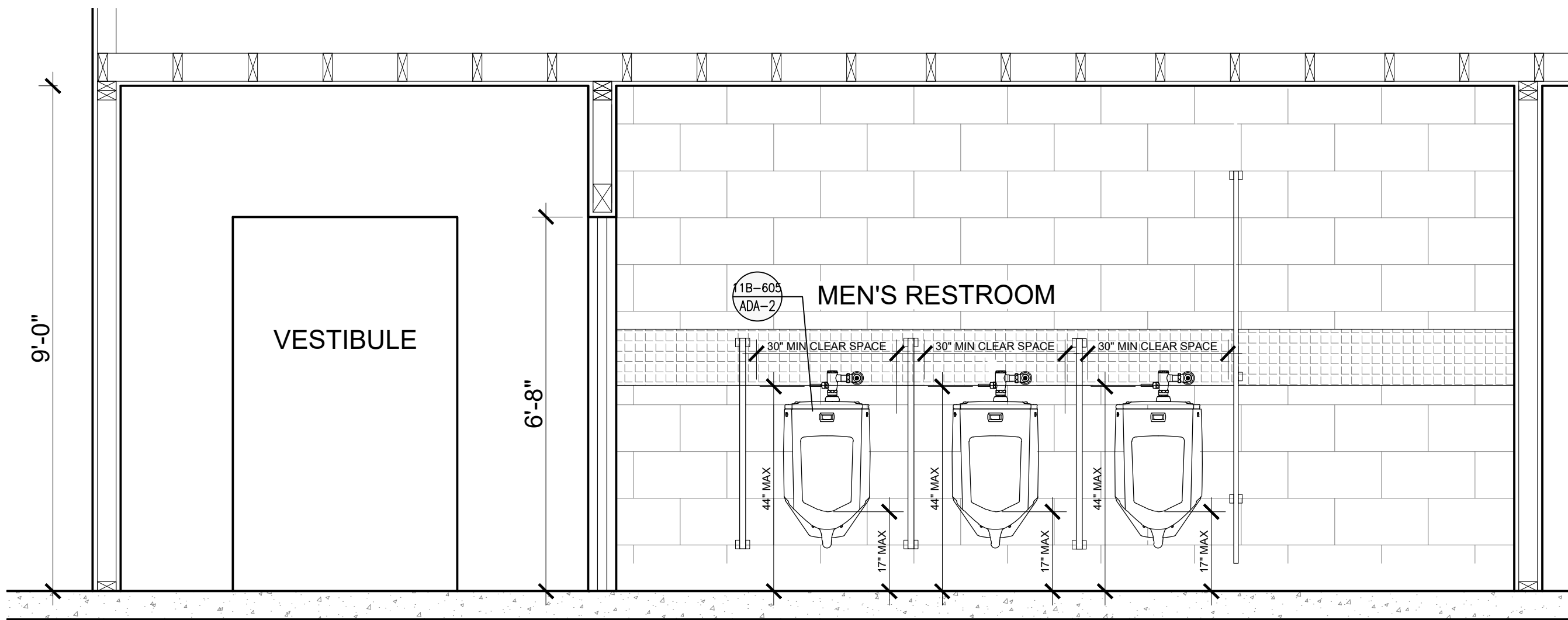
A-6.1

SHEETS



SECTION M-2

SCALE: 1/2" = 1'-0"



SECTION M-1

SCALE: 1/4" = 1'-0"

KOHLER

Kingston™ Ultra
Top spud flushometer bowl
K-84325

Features

- Elongated bowl offers added room and comfort.
- Siphon jet.
- 1.0 gpf (3.8 lpf), 1.1 gpf (4.2 lpf), 1.28 (4.8 lpf), or 1.6 gpf (6.0 lpf) depending on flushometer specified.
- 11" (279 mm) x 8-1/4" (210 mm) water surface.
- 11/2" (38 mm) top spud.

Material

- Vitreous china.

Technology

- Improved flush for toilet seat cover removal.
- Re-engineered for strong flush performance in buildings with lower water pressure or flow.
- Cast-on putty plate resists breakage.
- New design eliminates gas leaks, splashing and paper shredding.

Installation

- Wall-mount.
- This product replaces K-4325.
- This product is not designed or intended for bariatric use.

ADA CSA B651 OBC

Codes/Standards

ASME A112.19.2/CSA B45.1
DOE - Energy Policy Act 1992
EPA WaterSense
California Energy Commission (CEC)
ADA
ICC/ANSI A117.1
CSA B651
OBC

KOHLER® One-Year Limited Warranty
See website for detailed warranty information.

Available Colors/Finishes
Color tiles intended for reference only.

Color	Code	Description
0	White	
96	Biscuit	
47	Almond	
7	Black Black™	

KOHLER

Brenham™
Wall-Mount Bathroom Sink
K-1997-4N

Features

- 4" (102 mm) centerset faucet holes.
- Oval basin.
- Sealed overflow drain.
- Includes wall hanger.

Material

- Vitreous china.

Installation

- Wall-mount.
- Drilled for concealed arm carrier installation.

Recommended Products/Accessories

K-23726 Drain treatment
K-23725 Cast iron cleaner

Optional Products/Accessories

K-8998 P-Trap
K-1998 Stroud

Included Components

Additional Components:
Hanger(s) (Qty 2)

ADA CSA B651 OBC

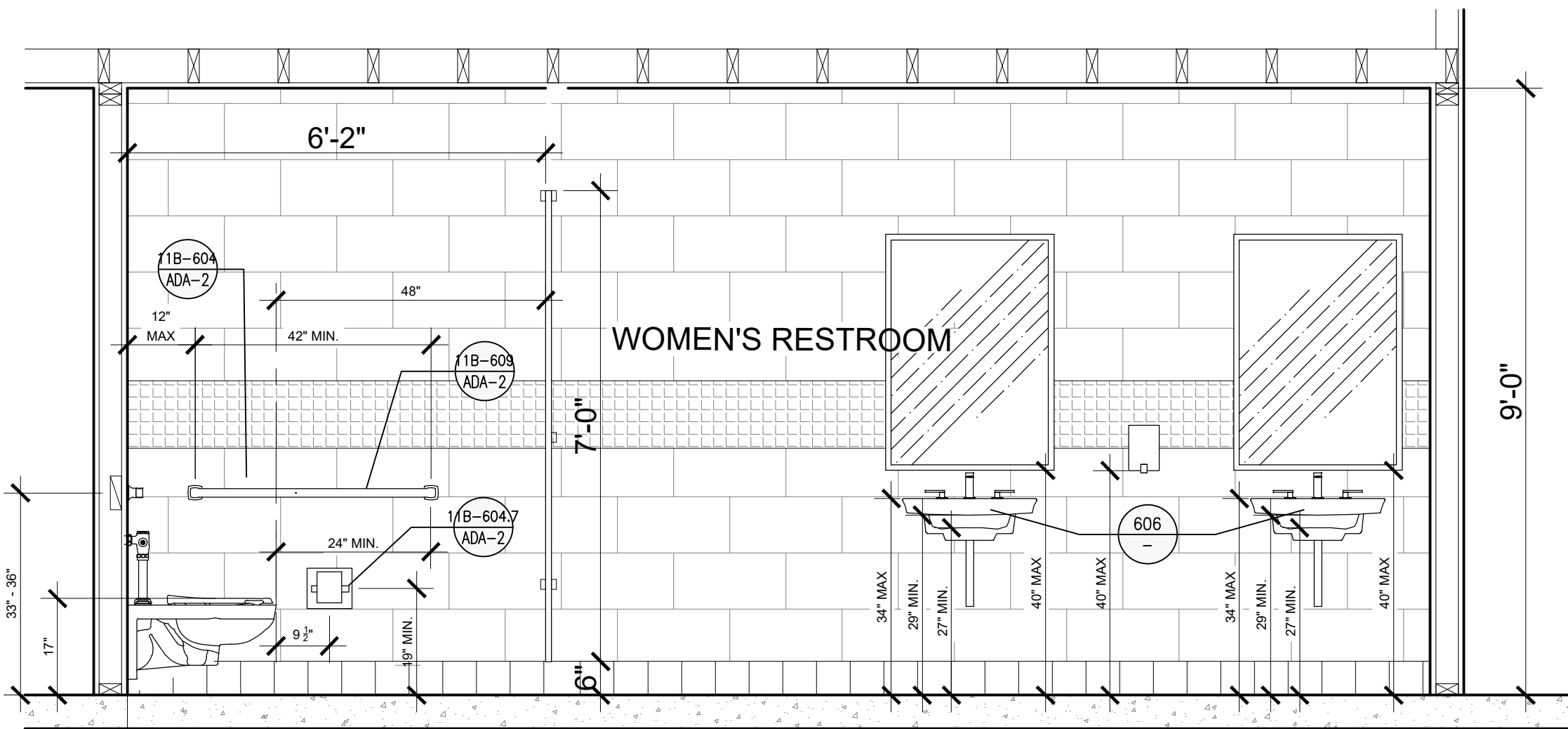
Codes/Standards

ASME A112.19.2/CSA B45.1
ADA
ICC/ANSI A117.1
CSA B651
OBC

KOHLER® One-Year Limited Warranty
See website for detailed warranty information.

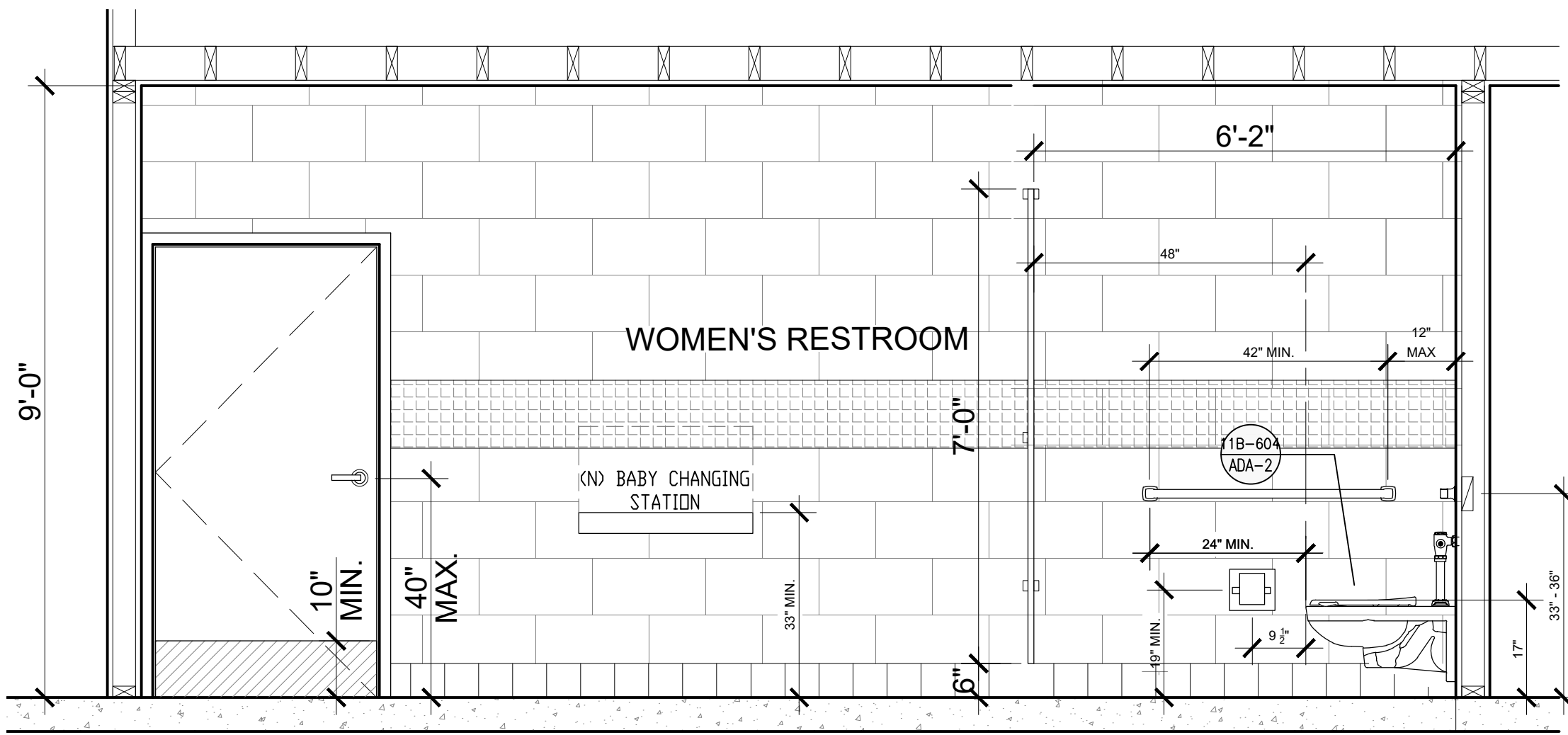
Available Colors/Finishes
Color tiles intended for reference only.

Color	Code	Description
0	White	



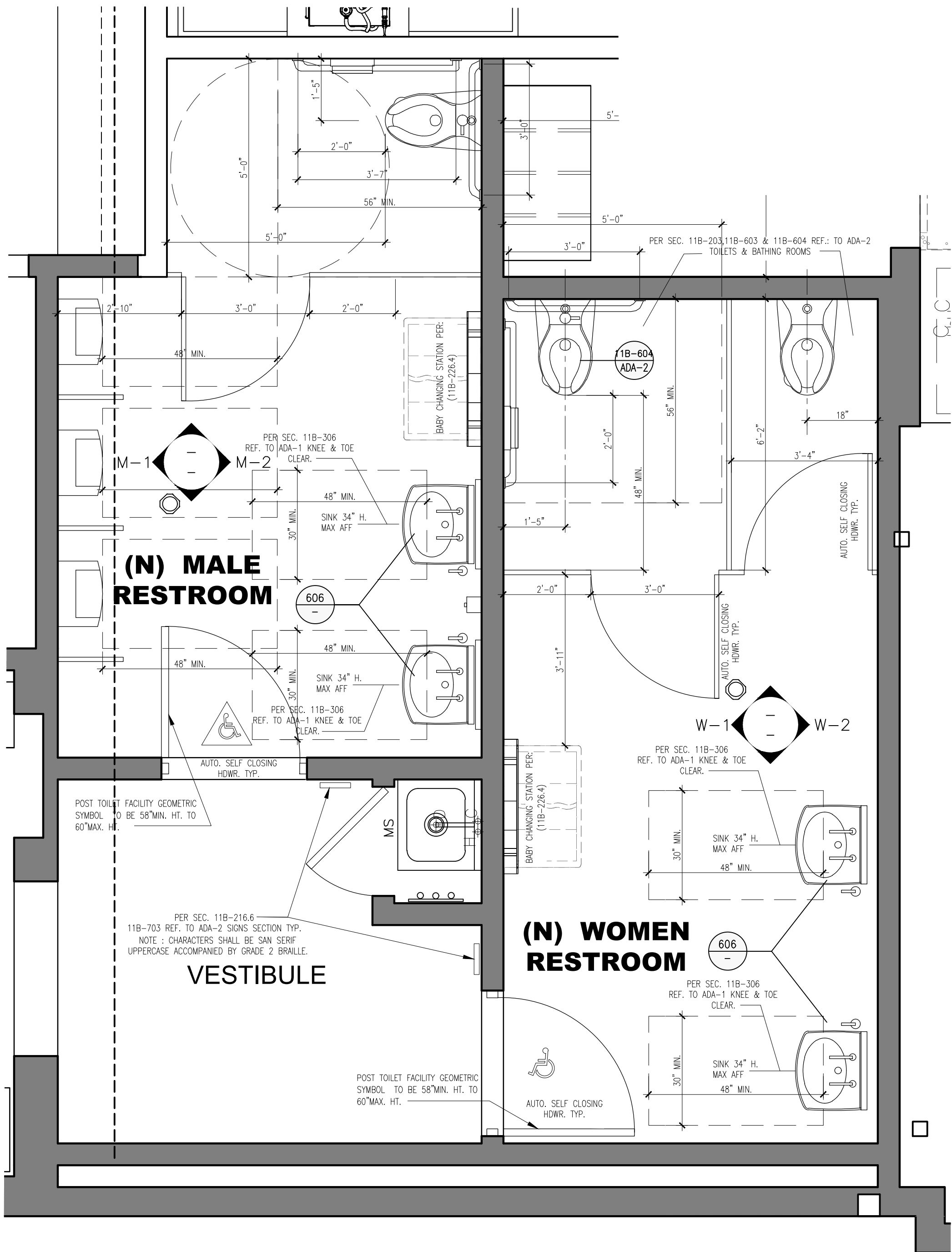
SECTION W-2

SCALE: 1/2" = 1'-0"



SECTION W-1

SCALE: 1/2" = 1'-0"



(N) ENLARGED RESTROOM PLAN

SCALE: 1/2" = 1'-0"

EG & ASSOCIATES
DESIGN
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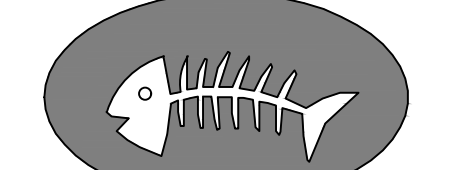
REVISIONS:

05-18-21 PC#1 PLANNING CORR.
05-25-21 PC#1 PLANNING RESUB

05-31-21 PC#1 PLANNING APPROVAL

OWNER / TENANT:

MARISCOS



2327 ROSEMEAD BLVD.
EL MONTE, CA 91733
(626) 442 - 6414

PROJECT: TENANT IMPROVEMENT
RESTAURANT
MARISCOS
SAN ISIDRO
MEXICAN RESTAURANT
2327 ROSEMEAD BLVD. EL MONTE, CA 91733
APN: 5281-018-001

STAMP:

DATE:
FEBRUARY 25, 2021

PLOT:
JUNE 11, 2021

SCALE:
AS NOTED

DRAWN BY:
EDUARDO GUZMÁN

SHEET:

A-6.2

SHEETS

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215. **HARDWARE ADJUSTMENTS:** adjust hardware for proper operation after installation. Set hinges in in swing doors to hold doors open approximately 30 degrees from the closed position when unlatched. Set hinges on out swing doors to return to the fully closed position.

216. **PROTECTION, CLEANING, AND FINAL ADJUSTMENTS:** Protect units during delivery, storage, and after erection so that there will be no indication of use or damage at the time of acceptance. Replace damaged work as directed. Perform final adjustments to plaster leveling devices, or hardware, and other operating parts of the partition assembly just prior to final inspection. Clean exposed surfaces of partitions, hardware, fittings and accessories, using materials and methods recommended by the partition manufacturer.

217. **FOOD SERVICE EQUIPMENT** SECTION 11A
RELATED PROVISIONS: the drawings, Division 1 General conditions and applicable paragraphs of Section 1A0 summary of work, apply to tie work of this section.

218. **WORK INCLUDED:** install food service equipment where shown on the drawings, as specified herein, and as needed for a complete and proper installation. Arrange for delivery, receive at the site, unload, protect, and set in place and coordinate final connections and adjustment. Contact owner, immediately, if equipment is delivered damaged.

219. **RELATED WORK:** Plumbing, electrical and ventilation work required in connection with the food service equipment is included and other applicable sections of these specifications.

220. **QUALITY ASSURANCES:** in addition to complying with pertinent requirements of governmental agencies having jurisdiction, equipment items and installation shall comply with:
National Sanitation Foundation (NSF)
Underwriters Laboratory (UL) for items with electrical components
American National Standards Institute (ANSI) standards for vacuum breakers and air gaps to prevent siphonage in water piping
National Fire Prevention Association (NFPA)
National electrical manufacturers Association (NEMA)

221. **COORDINATION:** verify and coordinate rough in locations of electrical and plumbing connections. Examine and inspect roughed in surfaces, and installation of floor, ceiling or other conditions under which the equipment is to be installed. Verify that dimensions of such items are acceptable before installation of the work. Do not proceed until unsatisfactory conditions have been corrected.

222. **INSTALLATION:** set each item of non-mobile and non-portable Equipment Security in place, leveled and adjusted to correct height. Anchor to supporting substrate where indicated and where required for sustained operation and use without shifting or dislocation. Conceal anchorages were possible.

223. **ADJUST AND CLEAN:** test each item of operational equipment to determine that it is operating properly. Coordinate repair or replacement of equipment found to be defective with the food service equipment supplier. Remove protective coverings, if any, and, clean food service equipment ready for use.

224. **AUTOMATIC SPRINKLER SYSTEM** SECTION 15A
PROVIDE automatic fire extinguishing distribution system within the project site, or modify existing sprinkler system and head locations to accommodate new partitions, soffits, drops, ceiling heights, etc.

225. **COMPLY** with all requirements of the landlord, the landlord's fire insurance underwriter, and all governmental agencies and authorities having jurisdiction over the premises. Design and installation shall comply with NFPA #13 and #14 and all applicable state and local laws and ordinances. Subcontract the work to a licensed contractor approved for use by designated by the landlord.

226. **SHOP DRAWINGS MUST** be submitted to the landlord, and attain his written approval of the shop drawings prior to modification. Shop drawings shall show existing piping and sprinkler heads, relocated heads, ceiling construction and heights, lights, mechanical diffusers, soffits and other ceiling drops.

227. **SUBMITTALS/CALCULATIONS AND SHOP DRAWINGS** shall be signed/sealed by a registered professional engineer in Florida who is competent in design and preparation of an automatic sprinkler system. Use schedule 40 black iron pipe for entire distribution system.

228. **ALL ELECTRICAL PORTION** of system shall be implemented by a licensed electrician and shall be coordinated with sprinkler contractor.

229. **NOTIFY** landlord prior to draining and or refilling sprinkler system. Disconnect existing system from main system, perform the work, test and reconnect to the main system.

230. **ALL** work shall be done by landlord approved contractor or shall be done by landlord contractor at owner expense.

231. **PLUMBING SYSTEM** SECTION 15B
THE WORK includes modification to the existing plumbing system and providing new materials, fittings and accessories necessary for a complete functioning plumbing system. The work also includes final connections to Food Service equipment and beverage dispensing equipment provided by others. All work shall be in accordance with local codes and ordinances and subject to inspection. Work on elevated concrete slabs shall be core drilled in coordination with landlord as to location and at times decreed by landlord.

232. **SUBCONTRACT** below slab sanitary sewer connections, new sewer work and installation and sealing of all penetrations to a plumbing sub-contractor approved for use by the landlord to ensure Integrity of the system.

233. **HOOK-UP CHARGES:** permits and other expenses related to a complete and functioning plumbing system are included as a part of this section.

234. **THE INTENT** of the drawings is to indicate the general extent of the work required for the project. The drawings for plumbing work are diagrammatic, showing the general location, type, fixtures and equipment required. The drawings shall not be scaled for exact measurements. Refer to manufacturer's standard rough and drawings for plumbing fixtures, for exact locations.

235. **COORDINATE** with the work of other sections, equipment furnished by others and with the constraints of the existing conditions of the project site.

236. **PIPING SYSTEMS**
GENERAL: all piping shall be run parallel to building lines and supported and anchored as required to facilitate expansion and contraction. All piping shall be concealed except in unfinished spaces. Install as required to me all construction conditions and to allow for installation of other work including ducts and electrical conduit. At all connections between ferrous piping and non-ferrous piping, provide an isolating dialectic union.

237. **PROVIDE** all fittings, accessories, offsets and materials necessary to facilitate the plumbing systems function as indicted by the design and the equipment indicated.

238. **FIXTURES FURNISHED BY OTHERS:** provide supplies and traps at all hand sinks and three compartment utility sink furnished by others. Refer to fixture schedule to verify items to be provided by owner.

239. **SEWER AND WASTE PIPING:** provide all drains and sewers within the leased space with connection to the landlord's existing drainage systems on site. All drainage piping (above and below grade) shall be service weight cast iron with "Tyease" fittings or equal. All drainage piping shall be uniformly pitched, 1/4" per foot unless otherwise required by existing conditions.

240. **VENTS:** provide a complete system of vent risers within the leased space, connecting into the landlord's existing vent system. Pipe material shall match the waste piping. All vents shall be connected to existing vent systems, or carried through the roof with flashing. All roof penetrations shall be by the landlord approved contractor at the owner's expense.

241. **CONTRACTOR'S ALTERNATE:** when permitted by landlord and local code only, submit alternate cost to the owner for a complete system of PVC drain, waste and vent piping.

242. **CLEANOUTS:** provide cleanouts as shown on plumbing floor plan. Cleanouts shall be of the same size as the pipes they serve.

243. **WATER DISTRIBUTION PIPING:** hot/cold portable distribution systems shall be installed per plan which shall allow the pipe drain automatically when needed. Utilize type K copper within the walls and Type L copper above the ceiling. Pipe penetration through walls shall be sleeved to protect pipe and insulation.

245. **PIPE INSULATION:** insulates all hot and cold water piping. Provide 1/2" preformed fiberglass, ASJ V8, flame spread 25, smoke developed 50, ASTM C 547.

246. **SHUTOFF VALVES** with unions shall be provided for service to each plumbing fixture. Food service equipment item or other equipment item to facilitate isolation for repair or replacement. Valves shall be equal to Jenkins #902 T ball valve, Chrome finished bronze, teflon seats and packing, 400 lb. W.O.G., solder end.

247. **ACCESS PANELS** shall be provided under the section where control devices, valves, etc. Are concealed within walls. Whwre access for adjustment and maintenance is possible through lay in suspended ceilings, access panels are not required.

248. **SUPPLIES AND TRAPS:** provide water sealed traps and/or supplies installed as close as possible to all plumbing fixtures, drains and food service equipment or beverage dispensing equipment items furnished by others, having a waste connection, or requiring water service. Exposed traps and supplies in exposed areas (including cabinet interiors) shall be chromium plated brass with chrome plated escutcheon plates.

249. **INSTALLATION:** thoroughly clean items before installation. Cap pipe openings to exclude dirt until fixtures are installed and final connections have been made. Proceed as rapidly as construction will permit. Sit fixtures level and in proper alignment. Install supplies in proper alignment with fixtures.

Install silicone sealant between fixtures and adjacent material for sanitary joint. Test water system under 150 PSIG hydrostatic pressure for 4 hours minimum. When testing indicates materials or workmanship is deficient, replace or repair as required and repeat test until standards are achieved.

250. **NATURAL GAS PIPING SYSTEM** SECTION 15C
PROVIDE a complete gas piping system to serve food service equipment items and the water heater when indicted on the drawings. Provide either threaded steel or malleable iron pipe with malleable fittings or welded steel. Provide all unions, shut-off valves and dirt legs required by NFPA 54 and governing local codes. Provide all tests, meters, inspections, hangers and equipment connections required for a complete and operating system.

251. **HVAC SYSTEM** SECTION 15D
THE WORK INCLUDES modification to the existing HVAC system and providing new duct work, grilles, insulation controls and equipment necessary for a complete functioning system.

252. **THE WORK INCLUDES** a complete functioning HVAC system including ductwork, grilles, insulation controls and equipment.

HVAC SYSTEM INCLUDES but is not necessarily limited to the following:
Heating, ventilating and air-conditioning unit(s)
Supply and return duct work system with grilles, diffusers, filters and dampers
Temperature control system including low voltage wiring duct, piping and equipment insulation where indicted herein
Roof curbs, Roofing and flashing of roof penetrations required for equipment noted
Controls and wiring for connection to landlords fire/smoke alarm system (when reqd.)
Installation of type 1 exhaust hood at fryers, furnished by others
Installation of "ansul" system in type 1 exhaust system, furnished by others
Refer to summary of work section 1A0 for additional requirements.

253. **SUBCONTRACT** the work of this section to an entity approved for HVAC work by the landlord, to ensure integrity of the system.

254. **DRAWINGS** for HVAC work are diagrammatic, showing the general location, type, layout and equipment required. The drawings should not be scaled for exact measurements. Refer to manufacturer's standard installation drawings for equipment connections and installation requirements, as required. Furnish and install the ductwork, connections, accessories, offset and materials necessary to facilitate the systems functioning as indicated by the design and the equipment indicated. The work shall be in accordance with local codes or ordinances and subject to inspection.

255. **COORDINATE** with the work of other sections, equipment furnished by others, requirements of the landlord and with the constraints of the existing conditions of the project site.

256. **ROOFTOP EQUIPMENT** items shall be furnished with integral mounting curb, to comply with the requirements of the existing roofing system.

257. **DUCTWORK:**
Sheet metal fabricated and installed to ASHRAE and SMACNA standards. Sheet metal shall be 24 gauge galvanized sheet steel of lock forming quality, ASTM A525. Unless otherwise noted, the dimensions on drawings are not inside clear dimensions on lined ducts, or sheet metal dimensions on unlined ducts. All angle iron used for support shall be galvanized. Connections to walls or floors shall be airtight with angle iron and caulking.

258. **TYPE 1 EXHAUST DUCT:** 16 gauge steel with continuous liquid tight welds on all external surface of duct. Do not penetrate duct walls with anchors or fasteners. Fabricate in compliance with NFPA requirements, so that grease will not be pocketed in any portion. Slope horizontal ducts at a minimum 1/4" per foot toward the exhaust hood or an approved grease reservoir. When horizontal ducts exceed 75' in length, provide minimum 1" slope per foot. Access doors or cleanouts (if required) shall be tight fitting units constructed of the same material as the duct, latched to be opened without use of a tool.

259. **SEAL** all duct seams transverse and longitudinal, air tight. Provide turning vanes at all elbows or offsets exceeding 33 degrees.

260. **COMBUSTION EXHAUST SYSTEM:** provide all draft hoods, vent connectors, listed caps and type "8" flues necessary to vent the products of combustion from gas appliances shown on the plan. Comply with NFPA 5A for size and installation requirements and local codes having jurisdiction.

261. **DUCT INSTALLATION/LINER:** Provide 1 1/2", 2" dealing duct liner on all supply and return air duct. Duct liner shall be 3 PCF neoprene coated duct liner meeting NFPA 90A, flame spread under 25, smoke developed under 50. Apply to sheet metal ductwork with 100% coverage of adhesive. Provide additional mechanical fasteners on ducts over 12" wide or 16" high. Mechanical fasteners shall be "Gripnail" or welded pin and speed clips spaced 15' O.C.

262. **FLEX DUCT:** provide factory assembled class 1 air duct (UL 181) with 1" thick 1PCF fiberglass insulation and reinforced outer protective cover/vapor barrier. Flex duct shall meet NFPA 90A with flame spread under 25, smoke developed under 50 and shall be rated for 2" W.G. pressure and 0 to 250 degree temperature. Provide metal adjustable clamping devices, screw operated. Used twist-lock conical tap colors at connections into sheet metal ductwork. Do not exceed 12 feet in length for any flex duct.

263. **ACCESS PANELS:** provide hinged access panels and ductwork where required for access to equipment. Provide insulated access doors in insulated ductwork.

264. **ROOF PENETRATIONS** shall comply with SMACN and NRCA standards, with requirements of the landlord, and with all requirements of the existing roofing warranty or guarantee. Subcontract roofing penetration work to an entity approved for use by the landlord. Do not perform roofing penetrations in a manner which would void or otherwise limit the existing roofing warranty or guarantee in force, if it exists.

265. **FIRE DAMPERS** shall be installed wherever ducts penetrate fire rated corridor or demising walls and at fire rated floors or ceilings. Provide access door for servicing.

266. **TEST AND ADJUST** each piece of equipment and each system as required to assure proper balance and operation. Eliminate noise and vibration and assure proper function of all controls, maintenance of temperature and operation.

267. **TYPE 1 EXHAUST HOOD** SECTION 15E
NFPA compliance: comply with NFPA 96 standard for the installation of equipment for the removal of smoke and grease laden vapors from commercial cooking equipment. UL compliance: comply with UL listing requirements. Hoods shall be UL listed for appliances to be encountered and conditions scheduled and shown on all drawings.

268. **CODE** compliance: comply with all state and local codes, including the city codes and regulations, having jurisdiction concerning the fabrication and installation of kitchen exhaust hoods.

269. **WIRING** diagram: submit manufacturer's electrical requirements and electrical ladder type wiring diagrams for interlock and control wiring. Clearly differentiate between portions of factory installed wiring and field installed wiring.

270. **MAINTENANCE** Data: submit maintenance data and parts list. Materials shall be free from all defects and imperfections that might affect serviceability of finished product. Workmanship shall be of the highest grade throughout and in accordance with best standard practice for this type of equipment. All fabricated equipment shall be custom built by fabricators who have a complete factory with suitable equipment, personnel and engineering facilities to properly design, detail and manufacture the highest quality of product. All equipment appearing in this specification shall be constructed and furnished in accordance with the standard as set forth by the National Sanitation Foundation.

271. **STAINLESS STEEL WELDS:** welds of stainless steel are to be arc-welded using stainless steel electrode rods. Welds to be free of pits, flaws and open to remove flux and other impurities. Welds shall be ground smooth and polished to original finish of the metal with the grain uniform to the grains of the original sheet. Where grinding and polishing has destroyed the grain, restore and blend to obliterate all traces of welding. Acetylene welding or silver solder will not be accepted. All weld, whether concealed or exposed on unpolished surfaces shall be ground back to the surface of the original metal to remove all impurities for welds. Solder is not permissible.

272. **FINISHING:** wherever sheared edges occur, they shall be free of burrs, projections and finished to alleviate all danger of cutting where miters or bullnose corners occur, they shall be neatly finished as previously specified under "welds" with all under edges of material ground to uniform condition. All raw ends of edges shall be finished with filler pieces welded in.

273. **BOLTS, SCREWS, RIVETS:** wherever possible, exposed surfaces shall be free of bolts, screws and rivet heads. Wherever bolts are used to fasten trim to paneling and body of counter cabinets and similar equipment, such bolts and screws shall be of approved concealed type and shall be of metal of same composition as metal to which they are fastened.

274. **PROVIDE** ALL UL listed stainless steel grease filters. Do not exceed 270 FPM air flow velocity for all hoods except for the Char-Broil Hood, so not exceeds 350 FPM. Provide UL listed vapor proof incandescent lights.

275. **FURNISH** and install a complete pre-engineered, cartridge operated, wet chemical fixed nozzle piped hood extinguishing system as manufactured by the ansul company, known as the ansul 102 system or approved equal. The system shall be tested and listed in accordance with Underwriters Laboratories standard and shall meet the provisions of National Fire Protection Association standard for the installation of equipment for the removal of smoke and grease Laden Vapors from commercial cooking equipment, NFPA No. 96 and NFPA No. 17.

276. **THE PRE ENGINEERED** fire suppression system shall be designed to provide protection for ventilating hoods and ducts and appliances such as deep fat fryers, charcoal broilers, ranges and etc. The system shall be capable of automatic and manual operation.

277. **AUTOMATIC** operation of the system shall be by means of 280F or 360F fusible metal links. Links shall be selected depending on operating temperature of the ventilating system. Separation of the link shall cause a puncture pin piston to fire. The release mechanism shall have a visual indicator, visible without having to open the enclosure. The releasing device shall release a potassium carbonate, potassium acetate based formula designed for securement of grease fires.

278. **THE** chemical tank shall be of stainless steel, 3 gallon capacity. Provide welded steel wall bracket with hinged bracket bands.

279. **ALL** discharge nozzles shall be designed and listed for use with this system. Nozzles shall be selected for the hazard they are designed to protect as illustrated in the installation manual. All nozzles shall be provided with self-closing covers or blow off caps to keep foreign matter from entering the nozzle.

280. **ALL** piping provided to convey the wet chemical from the tank to the nozzles shall be schedule 40 (standard weight) hot dipped galvanized malleable iron (concealed) or chrome-plated malleable iron or stainless steel (exposed). The piping shall be balanced according to the ratios provided and shall not exceed the length provided in the installation manual.

281. **THE** following auxiliary devices shall be provided, including conduit and junction boxes as required for the fire suppression system: remote Pull Station as required. A pull station located adjacent to each Hood. 3 spot interlock contact for fans and equipment shutdown. All the electrical and gas operated equipment under the hood shall be shut down.

282. **UPON** completion of the installation, the supplier shall complete the installation certification form and provide applicable portions to the authorities having jurisdiction, such as the owner, the insurance services office, the city, the fire marshal, etc. This system shall protect the plenum, duct and surface in accordance with NFPA 96 and all authorities having jurisdiction.

283. **ELECTRICAL WIRING:** install electrical devices furnished by manufacturer but not specified to be Factory mounted. Furnish copy a manufacturer's wiring diagram submittal to Mechanical and electrical installer.

284. **VERIFY** that electrical wiring installation is in accordance with manufacturer's submittal and installation requirements of division 15 sections. Verify proper rotation direction of fan wheels. Do not proceed with equipment start up until wiring installation is acceptable to equipment installer.

285. **CLEANING:** clean factory finished surfaces. Repair any marred or scratched surfaces.

286. **ELECTRICAL SYSTEM** SECTION 18A
THE WORK includes modification to the existing electrical system and providing new materials, fixtures, devices and accessories necessary for a complete functioning electrical system. The work also includes final connections to Food Service equipment items provided by others. All work shall be in accordance with local codes or ordinances and subject to inspection.

287. **THE INTENT** of the drawings is to indicate the general extent of work required for the project. The drawings for electrical work are diagrammatic, showing the location, type, devices and equipment required. The drawing shall not be scaled for exact measurements. Provide all fixtures, device accessories, offsets and materials necessary to facilitate the systems functioning as indicated by the design and the equipment furnished by others. For additional electrical specifications, see electrical drawings.

288. **COORDINATE** with the work of other sections; make all connections to equipment furnished by others and with the constraints of the existing conditions of the project site.

289. **COMPLY** with all laws applying to electrical installations in effect and with the most recent edition of the national electrical code. All materials used shall be new and shall conform to the standards established by the Underwriters Laboratories Inc.

290. **VERIFY** voltage drops and A.I.C. ratings for all equipment connected and verify size of electrical system breakers, conduit etc. as necessary.

291. **ROOF PENETRATIONS** shall comply with SMACNA and NRCA standards, with requirements of the landlord, and with all requirements of the existing roofing warranty or guarantee. Sub contract roofing penetration work to an entity approved for use by the landlord. Do not perform roofing penetrations in a manner which would void or otherwise limit the existing roofing warranty or guarantee in force, if it exists.

292. **ROOFTOP OUTLET:** provide weatherproof grounded outlet at new equipment installed on roof, if not already existing within 25 feet of equipment item to be serviced.

293. **PANELBOARDS** shall be manufactured by Square D or equal, meeting U.L standards 50 and 67, with U.L. label. Utilize existing panel boards when possible.

294. **BREAKERS:** thermal magnetic type, quick make, quick break, plug-in type of single unit construction. Two and three pole breakers shall be single unit common trip type. Breakers used as switches for 120v lighting circuits shall be approved for that use and marked "SWD".

295. **CABINETS** shall be one piece code gauge galvanized steel with mounting studs, wiring gutters of ample size and knockouts for conduit connections as required. Bus bars shall be 98% conductive copper, aluminum, or copper clad aluminum. Fronts shall be one place code gauge furniture steel with adjustable fasteners. Provide flush mount units unless otherwise indicated. Provided plastic-covered typewritten schedule identifying all branch circuits inside each cabinet.

296. **GROUNDING SYSTEM:** permanently and effectively ground all metallic conduit, supports, cabinets, panel boards and system neutral conductors. Maintain continuity of equipment ground throughout the system. Ground clamps shall be approved type, specifically designed for grounding where grounding conductor is enclosed in conduit; ground clamp shall be of a type which grounds both conductor and conduit. All circuits in flexible metal or plastic conduit shall include a ground wire sized in accordance with NEC table 250 95.

297. **CONDUIT** shall be sized to comply with NEC for number and size of conductors installed, minimum 1/2" above grade. Provide schedule 40 PVC plastic conduit below-grade, minimum 3/4". Provide electrical metal tubing (EMT) meeting FS W C563, armor cable, or flexible conduit (in lengths 6' or less) for interior locations. EMT connectors and couplings 2" and smaller shall be set screw type. Clamp conduit to boxes with bushing inside and locknut outside.

298. **CONDUCTORS:** insulated soft annealed copper with color coding, 8 and 5 gauge, #10 and smaller to be solid #8 and larger to be stranded, minimum #12 unless otherwise indicated. THW and THHN may not be used underground, at service entrances, outside, or in wet locations. All insulation to be rated for 600V and types as follows:

#10 and smaller: THW,THWN OR THHN
#8 to #4/0: THW or THHN
Over #4/0 ordinary service: THW
Wire through Fluorescent fixtures or within 3' of heating equipment: THHN
Over #4/0 wet or hot service: THW
Service Entrance: THW

299. **DEVICES** shall be manufactured by Leviton or equal. All devices and cover plates shall be ivory color. Standard duplex receptacles shall be grounding type, 20A, NEMA WD 2 standard 5 20R, back and side wired. Other devices shall be as indicated on the drawings, or as required by the equipment item intended to be served. Where switches are grouped, provide gang plates.

300. **LIGHT FIXTURES:** provide fixtures with lamps as indicated on drawings. Provide fixture hickeyes, suspension nipples and splice fixture wiring to outlet box wiring as required. Provide trim to fit each ceiling condition encountered, notwithstanding model numbers indicated in fixture schedule.

301. **LAYOUT:** branch circuit wiring and arrangement of home runs for maximum economy and efficiency. Increase wire size if volume drop exceeds 3% or 100 feet of length.

302. **CONCEAL WIRING SYSTEM** above suspended ceilings or in wall or floor construction where possible. Install conduit parallel to building lines and to clear all openings, depressions, pipes, ducts, structure, etc.

303. **INSTALL CONDUIT** continuous between boxes and cabinets with no more than 3 90 degree bends. Securely fasten in place with straps, hangers and steel supports as required. Do not support conduit from suspended ceiling grid or suspension wires. Ream conduit ends before installation and thoroughly clean before installation. Openings shall be plugged or covered to keep conduit terminals on switches and outlets shall not be used to "feed thru" to the next switch or outlet. The disconnection or removal of a receptacle, fixture, or other device fed from a box shall not interfere with or interrupt the conductor continuity.

304. **ADJUSTING AND TESTING:** all electrical equipment shall be adjusted and tested for proper operation. Completed wiring system shall be free from short circuits.

305. **TOUCH UP** or refinish damaged surfaces of fixtures and equipment, exposed to view.

306. **CLEAN** all fixtures, glassware and lamps, ready for beneficial use by the owner.



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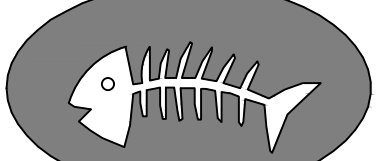
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REVISIONS:

05-18-21 PC#1 PLANNING CORR.
05-25-21 PC#1 PLANNING RESUB
05-31-21 PC#1 PLANNING APPROVAL

OWNER / TENANT:

M A R I S C O S



S A N I S I D R O
R E S T A U R A N T

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EL MONTE, CA 91733
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PROJECT: TENANT IMPROVEMENT

RESTAURANT

M A R I S C O S

SAN ISIDRO

M E X I C A N R E S T A U R A N T

2327 ROSEMEAD BLVD. EL MONTE, CA 91733
APN: 5281-018-001

STAMP:

DATE:

FEBUARY 25, 2021

PLOT:

JUNE 11, 2021

SCALE:

AS NOTED

DRAWN BY:

EDUARDO GUZMÁN

SHEET:

DIV-1.2

SHEETS

99. GENERAL FABRICATION & ASSEMBLY: SHOP FABRICATE casework to dimensions, profiles and details indicated on shop drawings. Where necessary for fitting at site, provide ample allowance for scribing, trimming and fitting. Complete fabrication, finishing, hardware application and other work before shipment to project site to maximum extent possible.		Standard hinges: Top: 5" from head of frame to top of hinge Bottom: 10" from floor to bottom of hinge Intermediate: centered between top and bottom hinges Pivot hinges at the double swing door: top and bottom of jambs at both sides of frame. Deadlocks: 60" from floor to centerline of bolt Door pulls: 42" from floor to centerline of grip Door push plates: 48" from floor to centerline of plate Lock and latch sets: 38" from floor to centerline of knob ADJUST and to check operation of every units. Replace units which cannot be adjusted to operate freely and smoothly.		166. ARRANGE acoustical units and orient directionally patterned units in the manner shown by reflected ceiling plans, with pattern running in one direction. Coordinate with mechanical, electrical and sprinkler system requirements.		190. MISCELLANEOUS SPECIALTIES PROVIDE the following specialties where noted on the drawings and a specified herein. Install specialty items furnished by others, as indicated on the drawings.	
100. SHOP ASSEMBLY: completely assemble counter front, cabinets, countertops, posts and glazing in shop prior to shipment to project site. Mark individual items and sequence with removable materials to facilitate field assembly.		101. MARBLE FABRICATION shall be in strict compliance with industry standards. Field verify dimensions and submit color sample before proceeding with fabrication. All surfaces shall be uniform polished glass, all edges eased and polished smooth.		167. INSTALL SUSPENSION SYSTEM to comply with ASTM C 636, with hangers supported only from building structural members. Locate hangers not less than 6" from each end and space 40", along each carrying channel or direct hung runner. Secure wire hangers by looping and wire tying, either directly to structures or to inserts, eye screws, or other devices which are secure and appropriate for substrate.		Corner guards (CC): stainless steel 1-1/2" x 1-1/2" w/cap TOILET ACCESSORIES: Model numbers indicated are for "Bobrick" Electric hand Dryer: World #A-S Waste receptacle: # B-279 surface mtd. Mirror/Soap Dispenser (MSD) at lavatory: #B-322-9 stainless steel framed	
102. INSTALLATION: INSTALLATION CASEWORK plumb, level, true and streets with no distortions. Same as required using concealed shims. Install to a tolerance of 1/8" in 8'0" for plumb and level and with no variations in flushness of adjoining surfaces. Scribe and cut to fit adjoining work. Anchor to blocking or directly to substrates without distortion so that cabinet doors fit openings properly and accurately aligned. Adjust hardware to center doors and openings and to provide free operation. Anchor countertops security to base units and other support systems as indicated.		103. ADJUST AND CLEAN: repair damaged and defective casework where possible to eliminate defects, where not possible to repair, replace casework. Clean, lubricate and adjust hardware for smooth operation.		168. INSTALL EDGE MOLDINGS at perimeter of acoustical ceiling area and its locations where necessary to conceal edges of acoustical units.		Grab Bars: #B-6105.99 series (exposed) Mounting-satin finish (-stainless steel) at 36" aff uno 24" unit behind water closet 42" unit at side of water closet Toilet tissue dispenser (TT): B-288 duel surface unit Wall Door Stops: Ives #402-B 3 & #402-1/2 B 3(locate on wall where doors& coat hook contacts wall) Door Coat Hook: #B-212 with wall bumper	
104. SEALANTS PROVIDE sealants complying with requirements included herein, in order to establish and maintain airtight, vermin proof and waterproof continuous seals on permanent basis. Failure of installed sealants to comply with this requirement will be recognized as failure of materials and workmanship.		105. PROVIDE SEALANTS where noted on the drawings and at the following locations: Base cabinets to adjacent wells Countertops to loose backsplashes Counter backsplashes to adjacent wall finish Glass sneeze guards to support posts Countertop sink units to countertops Sink units to adjacent walls Pipes, sleeves, chutes, duct and other similar penetrations thru partitions		170. PAINTING WORK INCLUDES surface preparation and painting of all interior surfaces exposed to view, throughout the project. Where items or surfaces are not specifically mentioned, paint the same as similar adjacent materials or areas. Exposed portions of flush-mounted grilles, diffusers and recessed light fixture trims shall be painted to match the color of the ceiling, if the ceiling is painted other than white.		191. AWNINGS RELATED PROVISIONS: the drawings, Division 1 General conditions, and applicable paragraphs of section 1A0 summary of work, apply to the work of this section.	
106. SEALANT MATERIAL: C.E. SCS 1200 or equal single components one part silicone rubber based air curing non-sag elastomeric sealant complying with FDA requirements for direct contact with food products. Do not provide sealant with mold and mildew resistant materials.		107. INSTALLATION: clean joint surfaces immediately before installation. Prime core seal joint surfaces as recommended by a manufacturer. Comply with a manufacturer's instructions. Fill sealant rabbit to a slightly concave surface, slightly below adjoining surfaces. Where horizontal joints are between a horizontal surface and vertical surface, fill joint to form a minimum 1/4" radius convex cove, so that joint will not trap moisture and dirt.		171. PAINTING NOT REQUIRED: unless otherwise indicated, painting is not required on casework, plastic laminates, mechanical equipment, plumbing fixtures, electrical equipment (excluding exposed distribution cabinets) electrical devices, or food service equipment. Painting is not required on surfaces such as walls or ceilings and concealed or inaccessible areas. Metal surfaces of anodized aluminum, stainless steel, chromium plate and similar finished materials will not require finish preparation. Do not paint over code require labels or equipment identification labels.		192. PROVIDE decorative awing(s) where noted on the drawings in accordance with requirements indicated herein for fabrication, materials, style and appearance.	
108. SEALANT MATERIAL: C.E. SCS 1200 or equal single components one part silicone rubber based air curing non-sag elastomeric sealant complying with FDA requirements for direct contact with food products. Do not provide sealant with mold and mildew resistant materials.		109. METAL DOORS & FRAMES PROVIDE metal door frames and hollow metal doors, where noted on the drawings and as specified herein. Comply with applicable requirements of the Steel Door Institute "Recommended Specifications Standard Steel Doors and Frames."		172. DELIVER MATERIALS to job site in original, new and unopened packages and containers bearing manufacturer's name and label. Store materials not in actual use in tightly covered containers. Maintain containers used in storage of paints in a clean condition, free of foreign materials and residue. Keep storage area neat and orderly. Remove rags and waste daily. Take all precautions to ensure that workman and work areas are adequately protected from fire hazards and health hazards resulting from handling, mixing and application of paints.		193. SHOP DRAWINGS: submit awning shop drawings to owner and landlord prior to fabrication or erection, including elevations at large-scale details of fabrication, where applicable. Show anchorages to other materials and accessory items.	
110. LABELS: where noted in the drawings, or where required by the building code to be constructed of fire resistive construction, provide "UL" or "Wamock Hersey" tested and label products.		111. INTERIOR DOORS: 1 3/4 in. Thick, with 20 gauge cold rolled sheet steel faces, flush type with visible edge seems, equal to steel craft #L 20 4		173. JOB CONDITIONS: apply paints only when temperature of surfaces to be painted and surrounding air temperatures are within recommended range permitted by the paint manufacturer's printed instructions. Do not apply paint when relative humidity exceeds 85% or to damp or wet surfaces.		194. LETTERING: comply with signage specifications above for letter style.	
112. DRYWALL FRAMES: 18 gauge cold rolled steel, knock down type, with resilient bumpers, equal to Steel Craft series DW164 "Easy Set" drywall frames. Provide 18 gauge drywall frame anchors welded to frame, 4 anchors per jamb minimum.		113. GENERAL FABRICATION: fabricate steel door and frame units to be rigid, neat in appearance and free from defects, warp or buckles. Where possible, fit and assemble units in manufacturer's plant, shop prime all hollow metal doors and frames.		174. ACCEPTABLE MANUFACTURERS: provide products of one of the following to match colors noted: Devoue and Reynolds Co. (Devoue) Glidden Coatings and Resine (Glidden) Benjamin Moore and Co. (Moore) The Sherwin Williams Co. (SW) Pratt & Lambert (PL)		195. CORRECTION OF WORK: the awning contractor (or subcontractor) shall promptly correct all defective work, or work not meeting the requirements of the construction documents for a period of one year after installation.	
114. HARDWARE PREPARATION: unless otherwise indicated, all doors and Frames shall be mortised and reinforced for hardware in the factory.		115. PREFIT doors at factory with clearance of 1/8" at vertical edges and at top, 1/8" in 2" bevel at lock edge, bottom clearance. 3/8" without threshold, 3/4" with threshold.		175. MATERIALS: provide products equal to materials listed in the paint schedule including herein. Note that proprietary names used to designate color (on the drawings) or material (scheduled herein) are not intended to imply that products of named manufacturer are required to exclusion of equivalent products of other manufacturers listed above.		196. METAL TUBING: comply with section 05990 for metal materials and Fabrication and minimum sizes listed herein.	
116. INSTALL hollow metal doors and frames in accordance with manufacturer's recommendations. Fit frames accurately in position, plumb, aligned and braced securely. Fit doors accurately within frames, in accordance with clearances indicated herein. Sand smooth all rust or damaged areas of prime coat and apply touch up coats of compatible primer.		117. WOOD DOORS PROVIDE wood doors where noted on the drawings, as specified herein and in compliance with applicable requirements of AWI "Architectural Woodwork Quality Standards."		176. INSPECTION: examine areas and conditions under which painting work is to be applied. Do not proceed if conditions exist that are detrimental to proper and timely completion of the work. Starting of painting work will be construed as acceptance of surfaces and conditions.		Steel tube rib and frame members: 3/4" x 3/4" x .049" Steel tube horizontal rails: 3/4" x 1 1/2" x .049" Spreader bars and tile rails: 1/2" steel rod	
118. SOLID CORE FLUSH WOOD DOORS: AWI Section 1300, custom grinds, construction meeting AWI spec standard #FPG 7, particle board core with 3 plup manufacturers face veneer. Natural finished doors: natural finished birch hardwood Painted doors: Tempered Hardboard Veneer		119. PREFIT doors at factory with clearances of 1/8" at each vertical edge and at top, 1/2" at bottom, and 1/8" in 2" bevel at lock edge, 3/8" clearance above floor without threshold, 3/4" above floor with threshold.		177. SURFACE PREPARATION: clean surfaces of dirt, rust, scale, grease, moisture, or other conditions otherwise detrimental to formation of a durable paint film. Perform preparation and cleaning procedures in accordance with paint manufacturer's printed instructions for each particular substrate condition.		197. AWING FABRIC: as noted in material/color schedule with dacron polyester thread, edging, rope and welding and #2 Spur brass grommets as required by awning design (if applicable). 198. MISCELLANEOUS MATERIALS: Provide tie rope, extruded aluminum C rail for fabric attachment at head of awnings and other materials, not specifically described but required for a complete installation.	
120. INSTALL doors to comply with manufacturer's instructions. Fit doors and frames with uniform clearances and bevels. Machine doors for hardware, if required. Seal out surfaces of door edges after feeding and machining. Refinish or replace doors damaged during installation.		121. ENCLOSURE GRILLES PROVIDE enclosure grille where indicated on the drawings and as specified herein. Unit shall be a complete operating assembly including curtain, guides, locking hardware, operators and installation accessories where indicated.		178. REMOVE Hardware, accessories, plates, lighting fixtures and similar items in place and not to be finish painted, or provide surface applied protection prior to surface preparation and painting operations. Remove if necessary, for complete painting of items and adjacent surfaces. Following completion of painting of each space or area, reinstall removed items.		199. FABRICATION: SPACE frames no more than 4' 0" OC, with triangulated frame webs whenever possible. Locate horizontal rails between frame webs at head, bottom, front, and projecting side, when applicable, 4'0" OC max. Spacing. Locate spreader bars horizontally or vertically, in accordance with the awning design.	
122. OVERHEAD COILING GRILLE, "Kinnear" Vue Art, bronze nylon links on horizontal steel tubes at 3" OC. Bottom rail and side guides to match color of Grill curtain. Bottom rail to be provided with cylinder looking accessible from both sides, operation, manual push up type. Crank operated with locking crank cover plate assembly. Motor operated, with 1/3 HP, 115V single phase motor and locking switch.		123. CHAIN CLOSURE: "Roll O Matic" LinksGuard model 2000, natural chain. Finish unless otherwise indicated, underside mounted, with stacking behind the opening indicated. Space vertical channels at 5'0" oc max.		179. COMPLY with manufacturer's printed directions in applying paint materials. Use applicators and techniques best suited for the substrate and type of material being applied.		200. WELD ALL JOINTS in frames, and between frames to rails or spreader bars. Grind smooth all welds in contact with awning fabric. Attach punched flange bars to the frame at 4'0" OC max., for secure anchorage. Touch up galvanized finish of exterior frames after welding, and paint entire awning frame to match predominant color of awning fabric. Comply with requirements and section 9D painting work included herein.	
124. SIDE STACKING GRILLE: "Dynamic Closures" (phone # _____) Starlite model S 126 with dark bronze anodized aluminum finish or equal.		125. INSTALL Grille units and operating equipment complete with all necessary hardware, in accordance with manufacturer's instructions. Upon completion of installation including work by other trades, lubricate, test and adjust unit to operate easily.		180. SCHEDULING: apply first coat material primer to surfaces that have been cleaned, pretreated or otherwise prepare for painting as soon as practicable after preparation and before subsequent surface deterioration. Allow sufficient time between successive coatings to prevent proper drying. Do not recoat until paint has dried to where it feels firm, does not deform or feel sticky under moderate thumb pressure and application of another coat of paint does not cause lifting or loss of adhesion of the undercoat. All exposed masonry walls to receive one sealer coat prior to painting.		201. SEW AWNING FABRIC so that seams or wells align with frame or rail locations. At grommet hems, fold over fabric twice and double stitch both edges. Attach grommets at intervals not to exceed 6' OC, unless otherwise required by awning design. At bottom flaps, provide finished fabric on both inside and outside face of flap, with bottom edge welted in profile noted on the drawings. Apply letters to awning fabric after seaming is completed.	
126. FINISH HARDWARE PROVIDE finish Hardware throughout the work as needed for a complete installation and as specified herein.		127. FIRE RATED OPENINGS: comply with NFPA standard No. 80 and local codes for installation of hardware and fire-rated assemblies. Provide only hardware which has been tested and listed by UL or FM in compliance with requirements of door and door frame labels.		181. APPLY PAINT to completely cover previously painted surfaces, to provide an opaque, smooth surface of uniform finish, color, appearance and coverage. Cloudiness, spotting, holidays, lap marks, brush marks, runs, sags, ropiness or other surface imperfections will not be acceptable.		202. INSTALL awning frame in accordance with approved shop drawings, to be level, plumb, and at height indicated. Attach awning fabric to frame, tightly stretched, free from distortion or other defects of appearance. Remove and reinstall materials that do not comply with these requirements.	
128. REMOVE EXISTING DEADBOLTS with keyed cylinder locks inside occupied space. Replace with new deadbolt, or reconfigure existing units, to provide an inside thumb turn latch.		129. FASTENERS: provide necessary screws, bolts and other fasteners of suitable size and type to anchor hardware in position for long life under hard use. Provide concealed fasteners for hardware units which are exposed when door is closed.		182. APPLY ADDITIONAL PAINT coats when undercoats, stains or other conditions show through final coats of paint, until paint film is of uniform finish, color and appearance. Give special attention to ensure that surfaces, including edges, corners, crevices and exposed fasteners receive a dry film thickness equivalent to that of flat surfaces. Remove, refinish or repaint work not in compliance with specified requirements.		203. PLASTIC LAMINATE TOILET PARTITIONS DESCRIPTION OF WORK: the EXTENT of the plastic laminate toilet and dressing partition work is shown on the drawings. The types of plastic laminate partitions include the following: overhead braced partitions (if applicable).	
130. INSTALL hardware items at heights listed below, or if not noted, installed as recommended by the door and hardware Institute, except as specifically required to comply with local codes. Install hardware in compliance with the manufacturer's instructions and recommendations. Set units level, plumb and true.		131. HARDWARE SCHEDULE: see drawings		183. CLEAN UP: during the progress of the work, remove from site discarded paints materials, rubbish, cans and rags at end of each workday. Upon completion of painting work, clean window glass and other paint spattered surfaces. Remove spattered paints or otherwise damaged finished surfaces. Touch up and restore all damaged or defaced paint services after completion of work of other trades.		204. QUALITY ASSURANCE FIELD MEASUREMENTS: take field measurements prior to preparation of shop drawings and Fabrication to ensure proper fitting of the work. 205. MANUFACTURER: provide produced by one of the following manufacturers unless otherwise approved by the Designer:	
132. GLASS AND GLAZING PROVIDE glass and glazing at sneeze guards, as shown on the drawings and as noted herein.		133. TEMPERED GLASS: 1/4" clear annealed glass, heat-treated to strengthen glass in bending to not less than 4.5 times annealed strength.		184. F R P PANELING WORK INCLUDES surface preparation of wall surfaces and installation of fiberglass reinforced plastic (FRP) paneling where indicated on the drawings, as specified herein and as needed for a complete and proper installation.		American Sanitary Partition Corporation Bobrick Washroom Equipment, Inc. Global Steel Products Corporation Mills Metal Compartment Co. Mid South Mfg. Co. Sanymetal Products Co. Henry Weis Mfg. Co. Div. International Fabricators Tansey Corporation Ampco Products Inc. Marlite Corporation	
133. MIRROR GLASS: 1/4" Quality q2 clear float glass: full silver coating, copper coating and organic coating (if applicable).		134. SEALANT: silicone rubber base elastomeric sealant, equal to CA SCS1200, clear color.		185. FRP PANELS .090" thick x 4" wide "Marlite FRP" # P 100, White's color, or equal USDA accepted, semi rigid fiberglass reinforced plastic paneling, Class C: flame spread less than 200, smoke developed less than 450, per ASTM E - 84. When required by local codes, provide fire rated FRP material, with UL classified flame spread of less than 20, fuel contributed 0, and smoke developed 200 or less, per ASTM E 84.		206. SUBMITTALS SHOP DRAWINGS: submit shop drawings for the fabrication and erection of partitions. Show all anchorage and accessory items and finishes. Provide location template drawing for bolt locations in supporting members.	
136. PROTECT GLASS FROM EDGE DAMAGE during handling and installation. During installation, discard units with significant edge damage or other imperfections.		137. CLEAN GLAZING CHANNEL to receive glass immediately before glazing. Remove Coatings which are not firmly bonded to channel. Remove lacquer for metal surfaces where elastomeric sealants are used. Force sealant into channels to eliminate voids and to ensure complete "wetting" or bond of sealant to glass and channel surfaces.		186. PREPARATION: lay panels flat. Walls must be dry and free from dirt, dust and grease.		207. MATERIALS PLASTIC LAMINATE: NEMA Std. LD 1, minimum 0.062 thick. Color and pattern as indicated. DOOR, PANEL, AND PILASTER CORE: manufacturer's standard particle board or hardwood faced plywood. PILASTER SHOES: AISI Type 302/304 stainless steel, as follows: HEIGHT: 3" unless otherwise indicated THICKNESS: not less than 0.0369" (20 gauge) FINISH: to match hardware, unless otherwise indicated STIRRUP BRACKETS: manufacturer's standard design for attaching panels to walls and pilasters, as follows: anodized aluminum, to match hardware finish. ANCHORAGES AND FASTENERS: Manufacturer's standard exposed fasteners of stainless steel or chromium plated steel or brass, with finish to match hardware. For concealed anchors, use hot dip galvanized, cadmium plated or other rust resistant, protective coated steel.	
138. TOOL EXPOSED SURFACES of glazing liquids and compounds to provide a substantial wash away from glass, to eliminate dirt and moisture pockets.		139. CLEAN AND TEIM excess glazing materials from glass and glazing channel promptly after installation and eliminate stains and discolorations.		187. PANEL FITTING: Position panels with 1/4" gap at ceiling and floor and 1/8" gap between each panel and division bar of moldings to allow for normal expansion and contraction. Allow not less than 1/8" gap around pipes, electrical fittings and other projections.		208. FABRICATION GENERAL: provide standard doors, panels, screens, and pilasters fabricated for the partition system in accordance with manufacturer's specifications, unless otherwise indicated. Pressure laminate one piece face sheets to the core material with no splicers or joints and edges straight and sealed. Provide concealed reinforcement for installation of hardware, fittings, brackets, and required accessories. Reinforce partition panels for attachments of grab bars.	
140. REMOVE AND REPLACE GLASS which is broken, chipped, cracked, abraded or damaged in other ways during construction, including natural causes, accidents and vandalism.		141. WASH AND POLISH GLASS on both faces not more than one day prior to substantial completion.		188. INSTALL PANELS but using Marlite # C 375 adhesive (or Marlite #C 551 adhesive where solvent vapors cannot be adequately ventilated) to back of panels for 100% coverage, with a notched trowel. Before adhesive skins over, set panels and position and press against the wall. Pull entire panel back away from wall 8" to 10" to flush off solvents. Press back in place. Apply adequate pressure to make full contact between panel and wall.		209. PANEL AND DOOR DIMENSIONS: Not less than 1" thick units, with 24" Wide Doors, except as otherwise indicated. Provide minimum 32" wide, swing out doors in wheelchair stalls, unless otherwise shown.	
142. GYPSUM DRYWALL PROVIDE screw type support system, gypsum wallboard, type 1 exhaust duct enclosure to roof, and drywall finishing of partitions, furring, ceiling and soffit drops where shown or noted on the drawings and as specified herein.		143. METAL FURRING: ASTM C 645, 25 gauge, 7/8" size hat shaped unless noted otherwise.		189. PANEL MOLDINGS: Provide one piece matching trim and panel moldings at all joints between panels and at top and bottom edges of panels. Installed moldings with continuous bead of Kemite Silicone Sealant # 255 during installation of panels. Seal joints between moldings and between molding and adjacent finish material. Remove excess sealant immediately.		210. OVERHEAD BRACED PILASTERS: Not less than 1 1/4" thick units, with galvanized steel floor supports and leveling bolts. Secure floor supports to the floor with not less than 2 lead expansion shields and sheet metal screws. Fabricate overhead brace from a continuous extruded aluminum tube, fully enclosed anti grip design with clear anodized finish, unless otherwise indicated. Set and secure the brace into the top of each pilaster. Provide shoes at each pilaster.	
144. METAL STUDS/RUNNERS: ASTM C 645, 25 gauge, 3 5/8" depth unless noted otherwise. " C H " & "E" STUDS: ASTM C 645, 25 gauge, galvanized, 2 1/2" depth, equal to USG #212CH25 & #212ES25 respectively, with C H studs at maximum 24" spacing.		145. GYPSUM WALLBOARD: ASTM C 36, Type X, beveled edge, 24" wide, 1" thickness, a maximum length available to minimize joints, equal to USG gypsum shaft wall liner.		211. FLOOR SUPPORTED SCREENS: not less than 1" thick panel and pilaster units, size as indicated, of same construction and finish as toilet compartment panels and pilasters. Provide wall brackets and pilaster base anchorages and shoes to match compartment units.		212. HARDWARE AND ACCESSORIES: provide for each door in the partition system as follows:	
146. TRIM ACCESSORIES: provide manufacturer's standard galvanized steel trim accessories with beads for concealment of flanges in joint compound.		147. JOINT TREATMENT: ASTM C 475, paper reinforcing joint tape, with ready mixed vinyl type joint compound, multi-purpose grade. Comply with "Gypsum Construction Handbook" by United States Gypsum Company and "Recommended Specifications for the Application and Finishing of Gypsum Board" by the Gypsum Association for all installation work.		213. INSTALLATION GENERAL: install partitions rigid, straight, plumb and level, with the panels laid out as shown. Provide clearances of not more than 1/2" between pilasters and panels, and not more than 1" between panels and walls. Secure panels to walls with not less than 2 stirrup brackets, attached near top and bottom of the panel. Locate wall brackets so that holes for wall anchorages occur in masonry or tile joints. Secure panels to supporting walls with manufacturer's recommended anchoring devices, as indicated on final shop drawings or in manufacturer's instructions.		214. OVERHEAD BRACED PARTITIONS: secure pilasters to the supporting floor with the specified anchorage device. Level, Plumb and tighten the installation with the leveling device. Secure the overhead brace to face sheets with not less than two Fasteners per face. Set tops of doors parallel with the overhead brace when doors are in the closed position.	
148. FRAMING INSTALLATION: isolate stud framing from transfer of structural loading to system, both horizontally and vertically. Provide slip or cushioned type joints to attain lateral support and avoid axial loading. Install Runner tracks at floors, ceilings and structural walls and columns where a gypsum drywall stud system abuts other work. Space studs and wall furring members at 16" o.c. typically. Frame door openings with 2 20 gauge studs at each jamb, with running track at head secured to jamb studs.		149. INSTALL GYPSUM BOARD vertically to avoid end butt joints where possible. If necessary, locate end butt joints as far from center of walls and ceilings as possible and stagger not less than 1'0". Do not install imperfect, damaged or damp boards. Do not force in place. Locate joints over supports, with like edges (tapered or cut) abutting. Form control joints with space between edges of boards, prepared to receive trim accessories.		215. HARDWARE ADJUSTMENTS: adjust hardware for proper operation after installation. Set hinges in on swing doors to hold doors open approximately 30 degrees from the closed position when unlatched. Set hinges on out swing doors to return to the fully closed position.		216. PROTECTION, CLEANING, AND FINAL ADJUSTMENTS: Protect units during delivery, storage, and after erection so that there will be no indication of use or damage at the time of acceptance. Replace damaged work as directed. Perform final adjustments to pilaster leveling devices, or hardware, and other operating parts of the partition assembly just prior to final inspection. Clean exposed surfaces of partitions, hardware, fittings and accessories, using materials and methods recommended by the partition manufacturer.	
150. INSTALL METAL CORNER BEADS at all external corners of drywall work. Install metal edge trim at all edges where gypsum board is exposed or semi exposed. Install control joint above all door jambs, and as indicated on the drawings.		151. APPLY JOINT TREATMENT at all joints (both directions), metal trim flanges, penetrations, fastener heads, surface defects and elsewhere as required to prepare work for final finish. Apply joint compound in three coats and sand smooth between last two coats and after last coat.		217. PROTECTION, CLEANING, AND FINAL ADJUSTMENTS: Protect units during delivery, storage, and after erection so that there will be no indication of use or damage at the time of acceptance. Replace damaged work as directed. Perform final adjustments to pilaster leveling devices, or hardware, and other operating parts of the partition assembly just prior to final inspection. Clean exposed surfaces of partitions, hardware, fittings and accessories, using materials and methods recommended by the partition manufacturer.		218. PROTECTION, CLEANING, AND FINAL ADJUSTMENTS: Protect units during delivery, storage, and after erection so that there will be no indication of use or damage at the time of acceptance. Replace damaged work as directed. Perform final adjustments to pilaster leveling devices, or hardware, and other operating parts of the partition assembly just prior to final inspection. Clean exposed surfaces of partitions, hardware, fittings and accessories, using materials and methods recommended by the partition manufacturer.	
152. CERAMIC TILE PROVIDE tile units indicated on the drawings, with bull nose trim units matching characteristics of adjoining flat tile. Provide cove base units when noted on the drawings.		153. SEQUENCE OF WALL TILE WORK: install ceramic wall tile only after base cabinets, countertops and wall cabinets have been set in place.		219. PROTECTION, CLEANING, AND FINAL ADJUSTMENTS: Protect units during delivery, storage, and after erection so that there will be no indication of use or damage at the time of acceptance. Replace damaged work as directed. Perform final adjustments to pilaster leveling devices, or hardware, and other operating parts of the partition assembly just prior to final inspection. Clean exposed surfaces of partitions, hardware, fittings and accessories, using materials and methods recommended by the partition manufacturer.		220. PROTECTION, CLEANING, AND FINAL ADJUSTMENTS: Protect units during delivery, storage, and after erection so that there will be no indication of use or damage at the time of acceptance. Replace damaged work as directed. Perform final adjustments to pilaster leveling devices, or hardware, and other operating parts of the partition assembly just prior to final inspection. Clean exposed surfaces of partitions, hardware, fittings and accessories, using materials and methods recommended by the partition manufacturer.	
154. SEQUENCE OF CERAMIC FLOOR TILE: With ceramic cove base, install ceramic floor tile after installation of gypsum wallboard partitions and after installation of base cabinets.		155. MAINTENANCE STOCK: at time of completion, deliver to the owner a minimum of: 4 square feet of field color wall tile, two square feet of each trim color wall tile, and 10 square feet of floor tile, of each tile size used, for future replacement use.		221. PROTECTION, CLEANING, AND FINAL ADJUSTMENTS: Protect units during delivery, storage, and after erection so that there will be no indication of use or damage at the time of acceptance. Replace damaged work as directed. Perform final adjustments to pilaster leveling devices, or hardware, and other operating parts of the partition assembly just prior to final inspection. Clean exposed surfaces of partitions, hardware, fittings and accessories, using materials and methods recommended by the partition manufacturer.		222. PROTECTION, CLEANING, AND FINAL ADJUSTMENTS: Protect units during delivery, storage, and after erection so that there will be no indication of use or damage at the time of acceptance. Replace damaged work as directed. Perform final adjustments to pilaster leveling devices, or hardware, and other operating parts of the partition assembly just prior to final inspection. Clean exposed surfaces of partitions, hardware, fittings and accessories, using materials and methods recommended by the partition manufacturer.	
156. FLOOR TILE shall be set on "Hydroment Ultra Set" waterproof membrane, 30 mil thickness and hydroment 1900 epoxy modified mortar and grout, or approved equivalent. Grout color: reference material and color schedule.		157. WALL TILE shall be set in organic adhesive meeting ANSI A136. 1, type 11. Use Portland cement grout with acrylic additive, per TCA method No. W242. Grout color: reference material and color schedule.		223. PROTECTION, CLEANING, AND FINAL ADJUSTMENTS: Protect units during delivery, storage, and after erection so that there will be no indication of use or damage at the time of acceptance. Replace damaged work as directed. Perform final adjustments to pilaster leveling devices, or hardware, and other operating parts of the partition assembly just prior to final inspection. Clean exposed surfaces of partitions, hardware, fittings and accessories, using materials and methods recommended by the partition manufacturer.		224. PROTECTION, CLEANING, AND FINAL ADJUSTMENTS: Protect units during delivery, storage, and after erection so that there will be no indication of use or damage at the time of acceptance. Replace damaged work as directed. Perform final adjustments to pilaster leveling devices, or hardware, and other operating parts of the partition assembly just prior to final inspection. Clean exposed surfaces of partitions, hardware, fittings and accessories, using materials and methods recommended by the partition manufacturer.	
158. TILE INSTALLATION: remove existing Coatings, curing compounds, membranes, oil, grease , wax or dust. Extend tile work into recesses and under or behind equipment and fixtures, to form a complete covering without interruptions. Terminate work neatly at obstructions, edges and corners without disrupting pattern or joint alignments. (see drawings for wall tile behind equipment not required.)		159. ACCURATELY form intersections and returns. Perform cutting and drilling of tile without marring visible surfaces. Carefully grind cut edges of tile abutting trim, finish or built-in items for straight aligned joints. Fit tile closely to electrical outlets, piping, fixtures and other penetrations so that plates, collars, or covers overlap tile.		225. PROTECTION, CLEANING, AND FINAL ADJUSTMENTS: Protect units during delivery, storage, and after erection so that there will be no indication of use or damage at the time of acceptance. Replace damaged work as directed. Perform final adjustments to pilaster leveling devices, or hardware, and other operating parts of the partition assembly just prior to final inspection. Clean exposed surfaces of partitions, hardware, fittings and accessories, using materials and methods recommended by the partition manufacturer.		226. PROTECTION, CLEANING, AND FINAL ADJUSTMENTS: Protect units during delivery, storage, and after erection so that there will be no indication of use or damage at the time of acceptance. Replace damaged work as directed. Perform final adjustments to pilaster leveling devices, or hardware, and other operating parts of the partition assembly just prior to final inspection. Clean exposed surfaces of partitions, hardware, fittings and accessories, using materials and methods recommended by the partition manufacturer.	
160. JOINT PATTERN: unless otherwise shown, lay tile in grid pattern. Lay out tile work and center tile fields in both directions in each space or on each wall area. Adjust to minimize tile cutting, provide uniform joint widths.		161. CLEAN AND PROTECT: upon completion of placement and grouting, clean all tile services so they are free of foreign matter. Protect installed tile until grout has cured. Provide kraft paper or other heavy covering to prevent damage or soiling to floor tile.		227. PROTECTION, CLEANING, AND FINAL ADJUSTMENTS: Protect units during delivery, storage, and after erection so that there will be no indication of use or damage at the time of acceptance. Replace damaged work as directed. Perform final adjustments to pilaster leveling devices, or hardware, and other operating parts of the partition assembly just prior to final inspection. Clean exposed surfaces of partitions, hardware, fittings and accessories, using materials and methods recommended by the partition manufacturer.		228. PROTECTION, CLEANING, AND FINAL ADJUSTMENTS: Protect units during delivery, storage, and after erection so that there will be no indication of use or damage at the time of acceptance. Replace damaged work as directed. Perform final adjustments to pilaster leveling devices, or hardware, and other operating parts of the partition assembly just prior to final inspection. Clean exposed surfaces of partitions, hardware, fittings and accessories, using materials and methods recommended by the partition manufacturer.	
162. ACOUSTICAL CEILINGS PROVIDE acoustical panel ceilings with exposed suspension grid, as shown and the scheduled on the drawings, and as specified herein.		163. MAINTENANCE STOCK: at time of completion, deliver one package of acoustical panels to the owner of each type of material used, for future replacement use.		229. PROTECTION, CLEANING, AND FINAL ADJUSTMENTS: Protect units during delivery, storage, and after erection so that there will be no indication of use or damage at the time of acceptance. Replace damaged work as directed. Perform final adjustments to pilaster leveling devices, or hardware, and other operating parts of the partition assembly just prior to final inspection. Clean exposed surfaces of partitions, hardware, fittings and accessories, using materials and methods recommended by the partition manufacturer.		230. PROTECTION, CLEANING, AND FINAL ADJUSTMENTS: Protect units during delivery, storage, and after erection so that there will be no indication of use or damage at the time of acceptance. Replace damaged work as directed. Perform final adjustments to pilaster leveling devices, or hardware, and other operating parts of the partition assembly just prior to final inspection. Clean exposed surfaces of partitions, hardware, fittings and accessories, using materials and methods recommended by the partition manufacturer.	
164. SUSPENSION MATERIALS: comply with ASTM C 6354 intermediate duty class system. Size attachment devices for 5 x design load. Hanger wire shall be galvanized carbon steel, ASTM A 641, soft temper, pre-stretched, 12 gauge minimum.		165. INSTALLATION: COMPLY with manufacturer's printed instructions and with government regulations, fire resistance rating requirements and with industry standards applicable to the work.		231. PROTECTION, CLEANING, AND FINAL ADJUSTMENTS: Protect units during delivery, storage, and after erection so that there will be no indication of use or damage at the time of acceptance. Replace damaged work as directed. Perform final adjustments to pilaster leveling devices, or hardware, and other operating parts of the partition assembly just prior to final inspection. Clean exposed surfaces of partitions, hardware, fittings and accessories, using materials and methods recommended by the partition manufacturer.		232. PROTECTION, CLEANING, AND FINAL ADJUSTMENTS: Protect units during delivery, storage, and after erection so that there will be no indication of use or damage at the time of acceptance. Replace damaged work as directed. Perform final adjustments to pilaster leveling devices, or hardware, and other operating parts of the partition assembly just prior to final inspection. Clean exposed surfaces of partitions, hardware, fittings and accessories, using materials and methods recommended by the partition manufacturer.	

ATTACHMENT E

RESOLUTION NO. 21-26

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL APPROVING AN APPLICATION FOR CONDITIONAL USE PERMIT (NO. 21-11) ALLOWING LIVE ENTERTAINMENT ALONG WITH THE ON-SALE GENERAL WITH A BONA FIDE EATING ESTABLISHMENT (TYPE 47 ABC LICENSE) IN A NEWLY EXPANDED SERVICE AREA IN CONJUNCTION WITH A SIT-DOWN RESTAURANT LOCATED AT 2327 ROSEMEAD BOULEVARD OPERATING AS MARISCOS SAN ISIDRO

WHEREAS, Eduardo Guzman (“Applicant”), filed an application for a Conditional Use Permit (“CUP”) to sell beer, wine, and distilled spirits as a secondary use to a restaurant and operate live entertainment in a proposed restaurant expansion (“Project” or “proposed Project”) located at 2327 Rosemead Boulevard, South El Monte, CA 91733 (“Property” or “project site”); and

WHEREAS, pursuant to South El Monte Municipal Code (“SEMMC”) Sections 17.14.040(E) and 17.53.020, the Project requires Planning Commission review and approval because the Project consists of on-sale beer, wine and spirits in conjunction with a restaurant and request for live entertainment; and

WHEREAS, Applicant currently has CUP 93-432, per Planning Commission Resolution 93-856, dated April 19, 1993, allowing for the off-sale of beer and wine in conjunction with a restaurant; and

WHEREAS, said Resolution 93-856 is hereby rescinded and superseded in its entirety by this Resolution 22-26; and

WHEREAS, a public hearing was held before the Planning Commission on March 15, 2022, to consider the application. All evidence, both written and oral, presented during said public hearing was considered by the Planning Commission in making its determination and approving the CUP; and

WHEREAS, two members of the City Council filed a request for review on March 17, 2022; and

WHEREAS, a de novo public hearing was held before the City Council on April 12, 2022, to consider the application. All evidence, both written and oral, presented during said public hearing was considered by the City Council in making its determination.

THE CITY COUNCIL OF THE CITY OF SOUTH EL MONTE HEREBY FINDS, RESOLVES, AND ORDERS AS FOLLOWS:

SECTION 1: Pursuant to Section 15301 (Class 1) of the California Environmental Quality Act (CEQA), the proposed Project is categorically exempt from environmental review and

a Notice of Exemption has been prepared. The proposed Project qualifies for a Class 1 Categorical Exemption for the Project is proposed to be operated within existing facilities. The criteria is the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination. The City Council finds that the Project is exempt from the provisions of CEQA. The documents and other material, which constitute the record on which this decision is based, are located in the Department of Community Development and are in the custody of the Director of Community Development.

SECTION 2: A record of the public hearing indicates the following:

A. With regard to the application for a CUP, SEMMC Section 17.68.040 requires that the Planning Commission find that the proposed use shall not be detrimental to persons or properties in the immediate vicinity nor to the City in general. State law requires that the Project be compatible with surrounding uses.

B. The General Plan Land Use designation for the Property is "Commercial-Manufacturing." The Zoning Code designation is "C-M" (Commercial- Manufacturing).

C. The proposed Project promotes the City's goals and objectives stated in the General Plan. No goal or policy will be impaired.

D. The operation of the restaurant with the service of beer, wine, and distilled spirits with live entertainment should not become a nuisance to surrounding properties with no expansion of operating hours. Sheriff's Department has stated that the increase in operating hours could have a negative impact on the area by generating an increase in calls for service.

SECTION 3: Based on the record of the hearing, including all information presented at the hearing, including the Staff Report dated April 12, 2022, which is hereby incorporated into this Resolution 22-26 by reference, the City Council hereby finds:

A. As conditioned, the Project meets the requirements of SEMMC Chapters 17.16 and 17.53 and will not be detrimental to the public health, safety or welfare, nor will it adversely affect property values or the present or future development of the surrounding areas. This is because the Project compatible with the surrounding uses and the Project is subject to conditions of approval which will help ensure that surrounding uses are not adversely impacted by any potential secondary impact that would affect property values or present and future developments.

B. Pursuant to SEMMC Section 17.68.040, the approval of the CUP will not be detrimental to persons or properties in the immediate vicinity nor to the City in general. This is so because the Project will be required to operate in a way that does not negatively impact the area through conditions imposed including restriction of operating hours for alcohol and live entertainment as well as conditions requiring security guards for all live entertainment events.

C. As conditioned, the Project represents a quality establishment that will be compatible with surrounding commercial and industrial uses, the surrounding area, and the goals of the City. The proposed Project will contribute to the general well-being of the City in that the

Project benefits neighboring uses and will be an asset to the surrounding area, as well as to the rest of the City, by offering a use that is not common to the area additionally, generating more traffic to the area as well as increase in sales tax. As a result, approving this application will not adversely affect the General Plan or the Zoning Ordinance.

D. As conditioned, the proposed Project is consistent with the City's General Plan. The proposed Project is compatible with the objectives, policies, general land uses, economic development and programs specified in the General Plan which includes, but is not limited to, the following goals:

Land Use Element

Goal 1.0: *Maintain a balanced mix and distribution of land uses throughout South El Monte* by allowing for the expansion of a family restaurant with general alcohol sales and live entertainment as secondary uses;

Policy 1.4: *Maintain a balanced mix and distribution of land uses throughout South El Monte" and "create opportunities for two types of commercial development: (1) commercial uses that meet the retail and service needs of the local resident and employee populations, and (2) regional-serving retail commercial businesses that capture revenues from a broader population base.* This will serve the area by providing a unique sit-down restaurant with live entertainment that will cater to residents as well as bring in the surrounding population; and

Economic Development Element

Goal 1.0: *Continue to provide opportunities for a wide range of industries to operate in South El Monte* by allowing the proposed use that is not common to the City.

SECTION 4: Based on the aforementioned findings, the City Council hereby **approves** CUP (No 21-11) to operate a restaurant with on-sale beer, wine, and distilled spirits, with live entertainment as secondary uses, subject to the following conditions:

General Conditions

1. The Applicant and the business entity allowed for hereunder shall indemnify, defend and hold harmless the City, its officers, agents, employees, and volunteers from any and all claims, lawsuits or actions arising from the granting of, or the exercise of, the rights permitted by this approval, and from any and all claims or losses occurring or resulting to any person, firm, corporation or property for damage, injury, or death arising out of, or connected in anyway, with the performance of the use permitted hereby. The Applicant's obligation to indemnify, defend, and hold harmless the City shall include, but not be limited to, paying all legal fees and costs incurred by legal counsel of the City's choice in representing the City in connection with any such claims, losses, lawsuits or actions, and any award of damages or attorney's fees in any such lawsuit or action.

2. The Applicant and the business entity allowed for hereunder shall execute an Affidavit of Acceptance of these conditions in the presence of a Notary Public and return the Affidavit to the Director of Community Development within ten calendar days of the date of the City Council's approval.
3. The approval shall lapse and become void if the privilege authorized is not utilized or where some form of construction pursuant to issuance of a building permit has not commenced within two years from the date of this approval.
4. Applicant and its employees, agents and contractors shall comply with all Municipal Code provisions.

Planning Conditions

5. Sales, service and consumption of beer, wine, and distilled spirits shall be permitted only between the hours of 9:00 a.m. to 9:30 p.m. Monday-Thursday, and Friday through Sunday from 9:00 a.m. until 1:00 a.m. The hours of operation shall be from 9:00 a.m. to 10:00 p.m. Monday through Thursday and 9:00 a.m. to 1:30 a.m. Friday through Sunday.
6. The sale of beer, wine, and distilled spirits for consumption off the Property is strictly prohibited.
7. The quarterly gross sales of alcoholic beverages shall not exceed the gross sales of food during the same period. The Applicant shall at all times maintain records which reflect separately the gross sales of food and the gross sales of alcoholic beverages of the licensed business. Said records shall be kept no less frequently than on a quarterly basis and shall be made available to any peace officer, Business License staff member, or Planning Division staff member on demand.
8. No pool or billiard tables may be maintained on the Property.
9. Upon the City's issuance of the Certificate of Occupancy for the construction and expansion of the restaurant, this Conditional Use Permit will authorize live entertainment which shall only consist of mariachi or karaoke inside of the enclosed restaurant. No dancing or similar activity in the restaurant is permitted unless a Modification to this Conditional Use Permit is approved.
10. Live entertainment (once permitted in accordance with condition of approval number 9 above) shall only be allowed three days a week on Friday through Sunday 6:00 p.m. to 1:00 a.m. and all entertainment shall be conducted within the fully enclosed restaurant.
11. The noise level, including all noise related to live entertainment, shall not exceed at any time the level of noise permitted under SEMMC Section 8.20.020 to ensure that the entertainment does not become a nuisance to the City or adjacent properties.
12. A bonded security company must be employed and a total of four security guards be present during the hours that live music is being performed. On other nights when live entertainment will not take place, two security guards shall be utilized starting at 6:00 p.m.

13. Any graffiti painted or marked upon the Property or on any adjacent area under the control of the Applicant shall be removed or painted over within 24 hours of discovery or notice from the City.
14. The Property shall be maintained in a safe and clean condition and the Applicant shall ensure that no trash or litter originating from the site is deposited on neighboring properties or the public right-of-way. At the end of each business day, the Applicant shall pick up any and all litter including but not limited to large discarded items that may have collected in the Property's parking area and public right-of-way.
15. No beer, wine, or distilled spirits shall be consumed on any property adjacent to the licensed premises under control of the licensee.
16. The sale of beer, wine, and distilled spirits shall be an ancillary service to the primary restaurant use.
17. The Applicant shall not permit any loitering on any property adjacent to the Property under control of the licensee(s).
18. At no time shall there be a fee for entrance/admittance into the Property.
19. At all times when the Property is open for business the sale and service of beer, wine, and distilled spirits shall be made only in conjunction with the sale and service of food. No alcohol shall be sold to any guest/patron who does not also purchase food.
20. There shall be no coin operated games maintained on the Property at any time.
21. Food service, with an available menu, shall be available until closing time on each day of operation.
22. The windows of the Property shall not be tinted or covered in any way, which obstructs a clear view of the interior of the Property from the exterior.
23. The employees who sell or serve alcoholic beverages shall be required to complete a training program in alcoholic beverage compliance, crime prevention techniques, and handling of violence. For new employees of licensees such training known as Responsible Beverage Service (RBS) training offered by the State Department of Alcoholic Beverage Control must be completed within 30 days of the date of hire. Those already employed shall complete training within 30 days from the date the ABC license is issued.
24. The Applicant and all operators and agents including staff and security guards shall each take all necessary steps to assure the orderly conduct of employees, patrons, and visitors when they are present on the Property.
25. The Applicant shall maintain all required permits and licenses in good standing.
26. At no time shall there be a minimum drink requirement.

27. The sale of alcoholic beverages for consumption off the Property is prohibited. Signs shall be posted at all exits of the Property, which prohibit alcohol beverages from leaving the confines of the Property.
28. Patrons shall not be allowed to bring into the location any alcoholic beverage to be consumed within the establishment.
29. There shall be no pay telephones installed within the enclosed portion of the Property equipped to receive incoming calls. There shall be no new pay phones of any kind installed on the exterior of the Property.
30. The maximum occupancy of the Property shall be prominently posted and monitored at all times.
31. The front of the exterior of the Property, as well as all adjacent parking areas under control of the Applicant, shall be illuminated at all times while the Property is open for business. This shall be done in such a fashion that persons standing outdoors at night are identifiable by law enforcement personnel while balancing the lighting so as not to unreasonably illuminate the window area of nearby businesses.
32. All crimes occurring inside or outside of the location shall be reported to the Sherriff Department at the time of the occurrence.
33. At any time when the Applicant is absent from the Property, a responsible party shall be designated who can facilitate any Sherriff inquiries.
34. In January of each year, the Applicant shall provide a list of no less than three employees who are available 24 hours a day to the Sheriff's Department Records Bureau. The list of names will be used to facilitate a Sheriff's response to the location in the event of an emergency or other problem that requires entry into the location during non-business hours.
35. A copy of the approved resolution shall be kept on the premises at all times and presented to any Sheriff, or Business License, or Planning Staff person.
36. The Applicant understands that any violation of these conditions shall be grounds for the suspension, modification or revocation of the Conditional Use Permit.
37. There shall be no exterior restaurant speakers and no live entertainment outside the restaurant (including the parking lot) unless a Temporary Use Permit (TUP) is first obtained from the City.
38. The business shall return for review before the Planning Commission on or about September 2022. The review shall include, but not be limited to, an evaluation of all operating characteristics following the implementation of these conditions. If additional impacts are identified during said review, the Operator shall be responsible for addressing such issues to the satisfaction of the Planning Commission, including the imposition of additional conditions. After said review, at the request of City Staff or the Planning

Commission, the business shall return before the Planning Commission for review not more than one time per year.

Building Conditions

39. The second sheet of building plans is to list all conditions of approval and to include a copy of the City Council Decision letter. This information shall be incorporated into the plans prior to the first submittal for plan check.
40. Fees shall be paid to the County of Los Angeles Sanitation District prior to issuance of the building permit.
41. Structural calculations prepared under the direction of an architect, civil engineer or structural engineer shall be provided.
42. A geotechnical and soils investigation report is required, the duties of the soils engineer of record, as indicated on the first sheet of the approved plans, shall include the following:
 - a) Observation of cleared areas and benches prepared to receive fill;
 - b) Observation of the removal of all unsuitable soils and other materials;
 - c) The approval of soils to be used as fill material;
 - d) Inspection of compaction and placement of fill;
 - e) The testing of compacted fills; and
 - f) The inspection of review of drainage devices.
43. The owner shall retain the soils engineer preparing the Preliminary Soils and/or Geotechnical Investigation accepted by the City for observation of all grading, site preparation, and compaction testing. Observation and testing shall not be performed by another soils and/or geotechnical engineer unless the subsequent soils and/or geotechnical engineer submits and has accepted by the Public Works Department, a new Preliminary Soils and/or Geotechnical Investigation.
44. A grading and drainage plan shall be approved by Engineering Division prior to issuance of the building permit. The grading and drainage plan shall indicate how all storm drainage including contributory drainage from adjacent lots is carried to the public way or drainage structure approved to receive storm water.
45. Prior submitting grading plans to Engineering Department, LID review shall be completed and approved.
46. Approval is required from the Los Angeles County Health Department for restaurants.
47. The building permit will not be issued until the property has been surveyed and the boundaries marked by a land surveyor licensed by the State of California.

48. Foundation inspection will not be made until setback on all sides of the addition has been surveyed and the location of the footings has been determined to be in accordance with the approved plans by a land surveyor licensed by the State of California. THIS NOTE IS TO BE PLACED ON THE FOUNDATION PLAN IN A PROMINENT LOCATION.
49. Separate Electrical, Plumbing and Mechanical plan check is required.
50. Plumbing fixtures shall be provided as required by the Chapter 4 of the California Plumbing Code. Additional fixtures may be required if not in compliance.
51. Project shall comply with the CalGreen Non-Residential mandatory requirements.
52. All State of California disability access regulations for accessibility shall be complied with.
53. When parking serves more than one accessible entrance, parking spaces complying with Section 11B-502 shall be dispersed and located on the shortest accessible route to the accessible entrances per Section 11B-208.3.1.
54. Angled parking spaces shall be arranged to comply with Section 11B-502.2 and 11B-502.3 where the access aisle shall extend full length of parking spaces they serve. Access aisle shall not overlap with the vehicular way.
55. Fire barrier per Section 707.3 constructed to separate A-2 occupancy from R-3 occupancy shall extend from the foundation to the underside of the highest point of existing roof sheathing of R-3 occupancy and be continuous through concealed space.
56. Fire barrier per Section 707.3 constructed to separate A-2 occupancy from R-3 occupancy shall not create inadvertent violations of building code requirements related to residential occupancy such as the natural lighting, ventilation, and emergency escape and rescue requirements.
57. An automatic sprinkler system shall be provided containing A-2 occupancies where the fire area has an occupant load of 100 or more per Section 903.2.1.2.
58. All fire sprinkler hangers must be designed, and their location approved by an engineer or an architect. Calculations must be provided indicating that the hangers are designed to carry the tributary weight of the water filled pipe plus a 250-pound point load. A plan indication this information must be stamped by the engineer or the architect and submitted for approval prior to issuance of the building permit.
59. Separate permit is required for Fire Sprinklers.

Engineering Conditions

60. The second sheet of building plans, grading plans and/or offsite improvement plans is to list all conditions of approval and to include a copy of the City Council Decision letter. This information shall be incorporated into the plans prior to the first submittal for plan check.

61. A grading and drainage plan shall be approved prior to issuance of the building permit. The grading and drainage plan shall indicate how all storm drainage including contributory drainage from adjacent lots is carried to the public way or drainage structure approved to receive storm water.
62. A striping plans shall be approved prior to issuance of the building permit.
63. LID review shall be completed prior submitting grading plans for plan review. Grading plans shall be submitted including the proof of approval of LID or exemption of LID.
64. Replace existing curb ramp at the corner of Rosemead Blvd & Klingerman Ave with new curb ramp in accordance with SPPWC Standard Plan 111-5 and as directed by the City Engineer or his/her designee.
65. No portion of the driveway and/or parkway drain shall encroach to the frontage of the adjacent property.
66. Reconstruct the driveway approach in accordance with SPPWC Standard Plan 110-2, and as directed by the City Engineer or his/her designee on Rosemead Blvd.
67. Close existing driveway apron, and install necessary improvements (parkway, landscape, sidewalk, curb and gutter, any others as applicable) to match required adjacent sections, and as directed by the City Engineer or his/her designee for both Klingerman Ave & Rosemead Blvd.
68. Remove and replace broken and off grade sidewalk in accordance with SPPWC standard plan 113-2, and as directed by the City Engineer or his/her designee for both Klingerman Ave & Rosemead Blvd.
69. Protect and maintain existing street tree through the duration of the project. Existing street tree must be maintained in healthy condition through the duration of any planning and construction. Trees should be deemed healthy and in good condition upon the conclusion of any construction in order for the project to be accepted as completed by the Public Works Department.
70. Remove and replace broken and off grade curb and gutter in accordance with SPPWC Standard Plan 120-2, and as directed by the City Engineer or his/her designee for both Klingerman Ave & Rosemead Blvd.
71. Rehabilitate existing AC street pavement along the length of the property frontage to the centerline of the street as directed by the City Engineer or his/her designee: on Rosemead there are 2 lanes of concrete.
72. Underground all utility services to the property.
73. Project striping plans shall be reviewed and approved by the City Traffic Engineer, prior to the issuance of permits.

PASSED, APPROVED AND ADOPTED this 12th day of April, 2022.

Gloria Olmos, Mayor

ATTEST:

Donna G. Schwartz, City Clerk

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

I, Donna G. Schwartz, City Clerk of the City of South El Monte, do hereby certify that the foregoing Resolution, being Resolution No. 22-26 was duly passed and approved by the City Council of the City of South El Monte at a regular meeting of said City Council held on the 12th day of April, 2022 and that said Resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donna G. Schwartz, City Clerk



City Council Agenda Report

Agenda Item No. 9.a.

DATE: April 12, 2022

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

SUBMITTED BY: Colby Cataldi, Community Development Director

SUBJECT: CONSIDERATION AND APPROVAL OF RESOLUTION NO. 22-27, AWARDING CONSTRUCTION CONTRACT TO GRIGOLLA & SONS CONSTRUCTION CO., INC. FOR THE FERN STREET SIDEWALK INSTALLATION PROJECT

SUMMARY: On March 3, 2022, the Engineering Department solicited bids for the Fern Street Sidewalk Installation Project. The work includes construction of concrete sidewalk, driveway approaches, curb ramps and related work on Fern Street between Doreen Avenue and Santa Anita Avenue. The lowest responsive bid was submitted by Grigolla & Sons Construction Co Inc. in the amount of \$67,450.

RECOMMENDED ACTION: Staff recommends City Council:

1. Adopt and approve the plans and specifications for the Fern Street Sidewalk Installation Project;
2. Review the bids and find that Grigolla & Sons Construction Co., Inc. has submitted the lowest responsive bid;
3. Adopt Resolution No. 22-27, awarding the Fern Street Sidewalk Installation Project contract to Grigolla & Sons Construction Co., Inc. in the amount of \$67,450; and
4. Approve a 15% contingency amount of \$10,117.50 for a total project construction budget amount not to exceed \$77,567.50.

FISCAL IMPACT: The project budget is as follows:

Contract Award Amount	\$67,450.00
Construction Contingency (15% of contract amount)	\$10,117.50
Total Construction Budget	\$77,567.50

The project will be funded by the following sources:

Transportation Development Act (TDA) Article 3 Funds	\$67,853.00
Measure R Funds	\$9,714.50

DISCUSSION: The City previously received Transportation Development Act (TDA) Article 3 funding through the Los Angeles County Metropolitan Transportation Authority (LACMTA), which is intended for bicycle and pedestrian facilities improvements. In accordance with TDA Article 3 (SB821) Guidelines, funds are required to be expended within five years from the obligation date. As of June 30, 2021, the City has \$67,853 on reserve in TDA Article 3 funding. To ensure the use of all funds, staff conducted site evaluations and determined sidewalk improvements are needed along Fern Street.

On March 3, 2022, the project was released to solicit bids for the construction of new concrete sidewalk, driveway approaches, curb ramps and related work on Fern Street between Doreen Avenue and Santa Anita Avenue. The proposed improvements will accommodate a safer pedestrian pathway for the general public and students en route to Miramonte Elementary school. The following three (3) bids were received by the City at the bid opening held on March 15, 2022 at 2:00 PM. Below is the list of bidders and bid amounts.

Bidder Name (from low to high)	Base Bid Amount
Grigolla & Sons Construction Co. Inc	\$67,450.00
EC Construction Co.	\$67,970.00
Gentry General Engineering Inc.	\$83,982.50

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

ATTACHMENT(S):

- A. Resolution No. 22-27
- B. Bid Submitted by Grigolla & Sons Const Co Inc
- C. Bid Analysis
- D. Construction Contract (Draft)
- E. Plans & Specifications

ATTACHMENT A

RESOLUTION NO. 22-27

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL
APPROVING PLANS AND SPECIFICATIONS AND
AWARDING CONSTRUCTION CONTRACT FOR THE FERN
STREET SIDEWALK INSTALLATION PROJECT TO
GRIGOLLA & SONS CONSTRUCTION CO., INC.

WHEREAS, the City of South El Monte (the “City”) desires to construct concrete sidewalks, driveway approaches, curb ramps and related work on Fern Street between Doreen Avenue and Santa Anita Avenue; and

WHEREAS, the City previously received Transportation Development Act (“TDA”) Article 3 funding through the Los Angeles County Metropolitan Transportation Authority (“LACMTA”), which is intended for bicycle and pedestrian facilities improvements;

WHEREAS, in accordance with TDA Article 3 Guidelines, funds are required to be expended within five (5) years from the obligation date;

WHEREAS, as of June 30, 2021, the City has \$67,853 on reserve in TDA Article 3 funding;

WHEREAS, on March 3, 2022, the City solicited bids for the Sidewalk Installation TDA Article 3, Project No. 112 (the “Project”), and, on March 15, 2022, the City received three (3) bids for the Project ; and

WHEREAS, City staff evaluated all bids and determined Grigolla & Sons Construction Co., Inc. submitted the lowest responsive bid for the Project.

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

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

SECTION 2. The City Council hereby adopts and approves the plans and specifications for the Project. Copies of the plans and specifications are on file in the City’s Engineering Department.

SECTION 3. Upon reviewing the bids submitted for the work to be performed pursuant to the plans and specifications for the Project, the City Council hereby finds that Grigolla & Sons Construction Co., Inc. has submitted the lowest responsive bid for the Project, in the amount of \$67,450.

SECTION 4. The City Council hereby authorizes and directs the City Manager to execute a construction agreement with Grigolla & Sons Construction Co., Inc. for the Project, subject to review and approval as to form by the City Attorney. The City 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 12th day of April, 2022.

Gloria Olmos, Mayor

ATTEST:

Donna G. Schwartz, City Clerk

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

I, Donna G. Schwartz, City Clerk of the City of South El Monte, do hereby certify that the foregoing Resolution, being Resolution No. 22-27 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 12th day of April, 2022, and that said Resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

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

BID**CITY OF SOUTH EL MONTE****SIDEWALK INSTALLATION TDA ARTICLE III****City Project No.: 112**

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: None

Addendum No. _____ Date: _____

Addendum No. _____ Date: _____

Addendum No. _____ Date: _____

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

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

The undersigned certifies to have a minimum of three (3) consecutive years of current experience in the type of Work related to the Project and that this experience is in actual operation of the firm with permanent employees performing a part of the Work as distinct from a firm operating entirely by subcontracting all phases of the Work. The undersigned also certifies to be properly licensed by the State as a contractor to perform this type of Work. The undersigned possesses California Contractor's License Number 514132, Class A, which expires on 07/31/2023.

Bidder's Name: **Grigolla & Sons Const Co. INC.**

Signature: _____

Signature: _____

Title: _____

Title: _____

Date: 3/10/22

Date: _____

CITY OF SOUTH EL MONTE

BID SHEETS FOR

SIDEWALK INSTALLATION TDA ARTICLE III

Bidder's Name: Grigolla & Sons Const Co. 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	QTY	UNIT	UNIT PRICES	EXTENDED AMOUNT
1	Construct new 4" PCC sidewalk per SPPWC Std. Plan No 112-2. Work includes removal of existing PCC walk within work limits, removal of existing dirt/native to install new 4" PCC sidewalk adjust to grade and recompacting to 95% relative compaction. Work includes adjustment of existing utility vaults, boxes, meter and pullboxes to grade.	1,750	SF	\$ <u>13.⁰⁰</u>	\$ <u>22,750.⁰⁰</u>
2	Remove existing tree including rootball, backfill with dirt.	1	EA	\$ <u>1,500.⁰⁰</u>	\$ <u>1,500.⁰⁰</u>
3	Construct new PCC curb ramp per SPPWC Std. Plan No 111-5, Case B, Type 2. Work includes removal of existing dirt/landscape and recompacting to 95% relative compaction. Work includes reconstruction of 1 foot strip x 8" deep of AC pavement section (slot patch).	2	EA	\$ <u>5,500.⁰⁰</u>	\$ <u>11,000.⁰⁰</u>
4	Remove existing irrigation piping, risers and heads in conflict with proposed sidewalk construction. Modify and construct new irrigation system behind new concrete sidewalk to provide irrigation coverage. Install new lawn sod to all dirt areas behind new concrete sidewalk. Regrade existing dirt areas behind new concrete sidewalk to adjust to grade.	2,300	SF	\$ <u>4.⁰⁰</u>	\$ <u>9,200.⁰⁰</u>
5	Relocate existing street name sign including footing.	1	EA	\$ <u>500</u>	\$ <u>500.⁰⁰</u>
6	Remove existing driveway approach, and construct new residential driveway approach per SPPWC Std Plan No 110-2. Work includes reconstruction of 1 foot strip x 8" deep of ac pavement section (slot patch).	1,500	SF	\$ <u>15.⁰⁰</u>	\$ <u>22,500.⁰⁰</u>
TOTAL BASE BID SCHEDULE AMOUNT IN DIGITS					\$ <u>67,450.⁰⁰</u>

BID

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

ADDITIVE ALTERNATE BID SCHEDULE					
ITEM NO	DESCRIPTION	QTY	UNIT	UNIT PRICES	EXTENDED AMOUNT
A1	Construct new 4" PCC sidewalk per SPPWC Std. Plan No 112-2. Work includes removal of existing dirt/native to install new 4" PCC sidewalk adjust to grade and recompact to 95% relative compaction. Work includes adjustment of existing utility vaults, boxes, meter and pullboxes to grade.	3,250	SF	\$ <u>15.⁰⁰</u>	\$ <u>48,750.⁰⁰</u>
A2	Budget allowance for Caltrans double rider permit application for work on Rosemead Blvd. Contractor shall coordinate with Caltrans and obtain this permit from Caltrans, and Contractor will be compensated based on actual cost of permit.	1	LS	\$2,500	\$2,500
TOTAL ADDITIVE ALTERNATE BID SCHEDULE AMOUNT IN DIGITS					\$ <u>51,250.⁰⁰</u>

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

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 as Items A, B, C, D and E are considered as inclusive in each Bid Item listed above in the Bid Schedule as applicable, and no additional and/or separate compensation will be allowed.

- A. Mobilization / Demobilization
- B. Traffic Control
- C. NPDES, WVECP, and Best Management Practices (BMPs), Public Convenience and Safety
- D. Construction Staking by Land Surveyor
- E. Clearing and Grubbing

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 SCHEDULE PRICE IN WORDS:

Sixty Seven Thousand Four Hundred and
Fifty Dollars Even.

Signature: 

Title: Corp. Secretary

Date: 03/10/22

Signature: 

Title: _____

Date: _____

QUESTIONNAIRE FORM

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

- (1) Bidder's Name: Grigolla & Sons Const. Co. 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: 627 W. Allen Ave. San Dimas, CA 91773
- (4) Telephone: 909) 447-8530 Facsimile: 909) 447-8548
- (5) Type of Firm – Individual, Partnership, LLC or Corporation: Corporation
- (6) Corporation organized under the laws of the State of: California
- (7) California State Contractor's License Number and Class: #514132 A
Original Date Issued: 07/13/87 Expiration Date: 07/31/23
- (8) DIR Contractor Registration Number: 100000 1346
- (9) List the name and title of the person(s) who inspected the Project site for your firm:
David Grigolla - Corp. Secretary
- (10) 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: David Grigolla
Date of Inspection: 03/10/22
- (11) Number of years' experience the company has as a contractor in construction work: 35
- (12) 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:
• John Grigolla - President - 627 W. Allen Ave San Dimas, CA 91773 (909) 447-8530
• Raymond Grigolla - Vice President - 627 W. Allen Ave San Dimas, CA 91773 (909) 447-8530
• David Grigolla - Secretary/Treasurer - 627 W. Allen Ave San Dimas, CA 91773 (909) 447-8530

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

N/A

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

N/A

- (15) 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

- (16) 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

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

NO

- (18) 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

- (19) 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

- (20) 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

Subscribed and sworn to me: Stella Grigolla

Signature: [Signature]

This 10th day of MARCH, 20 22

Title: _____

Signature: _____

(SEAL)

Company

Signature: [Signature]

Title: Corp. Secretary

Date: 03/10/22

Signature: _____

Title: _____

Date: _____

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 City of San Dimas

Project Description 2021-2022 Annual Concrete Maintenance

Approximate Construction Dates From: June 2021 To: Currently working

Agency Name: City of San Dimas

Contact Person: Chase Buckelew Telephone: (951) 712-3723

Address: 245 E. Bonita Ave, San Dimas, CA 91773

Original Contract Amount: \$ 150,000.00 Final Contract Amount: \$ Still working on project

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

N/A

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

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

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

N/A

Project 2 Name/Number Construction Improvements in Residential Streets

Project Description Remove & Replace concrete in Residential Streets

Approximate Construction Date From: 7/2021 To: 8/2021

Agency Name: City of Cerritos

Contact Person: Albert Arteaga Telephone: (562) 916-1229

Address: 18125 Bloomfield Ave Cerritos, CA 90703

Original Contract Amount: \$ 265,300.00 Final Contract Amount: \$ 368,534.00

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

Change orders make up difference

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 EB Huntington Sidewalk & ADA Curb Ramps

Project Description Installation of new sidewalks & ADA curb ramps

Approximate Construction Dates From: 4/2021 To: 6/2021

Agency Name: City of Arcadia

Contact Person: Kevin Merrill **Telephone:** (626) 574-5481

Address: 240 W. Huntington Dr. Arcadia, CA 91066

Original Contract Amount: \$ 163,346.- **Final Contract Amount:** \$ 173,874.⁶⁸

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

Change orders make up difference

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 Concrete Replacement Program

Project Description Remove & construct sidewalks, curb & gutter, driveways, etc.

Approximate Construction Dates From: 12/2021 To: 3/2022

Agency Name: City of Newport Beach

Contact Person: Patricia Carpenter **Telephone:** 949) 644-3344

Address: 100 Civic Center Drive Newport Beach, CA 92660

Original Contract Amount: \$1644,390.⁰⁰ **Final Contract Amount:** \$ 650,222.⁷⁵

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

Change orders make up difference.

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

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

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

N/A

Project 5 Name/Number Doty Middle School

Project Description Construct driveways, sidewalks, curb & gutter.

Approximate Construction Dates From: 06/2021 To: 1/2022

Agency Name: Downey Unified School District

Contact Person: Brent Rothweiler **Telephone:** (909) 988-5054

Address: 10301 Wadniff Ave Downey, CA 90241

Original Contract Amount: \$ 137,116.⁻ **Final Contract Amount:** \$ 187,786.²⁵

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

Change orders make up difference

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

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

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

N/A

Project 6 Name/Number Adams Elementary

Project Description curb & Gutter and sidewalks.

Approximate Construction Dates From: _____ To: 03/2021

Agency Name: Riverside Unified School District

Contact Person: Brent Rothweiler **Telephone:** 909) 988-5054

Address: 8362 Colorado Ave, Riverside, CA 92504

Original Contract Amount: \$ 43,576.- **Final Contract Amount:** \$ 43,576.-

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

N/A

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

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

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

N/A

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.

Grigolla & Sons Construction Co., Inc.

627 W. Allen Ave.
San Dimas, CA 91773
Ph# (909) 447-8530 Fax# (909) 447-8548
License # 514132-A

Experience Levels

Raymond Grigolla:

He has 42 years of managing field crews as well as firsthand experience in constructing curbs, gutters, driveways, sidewalks, street pavement, breaking and demolition in-kind.

Raymond Grigolla will be the General Superintendent

Ruben Gonzales:

He has 39 years of managing field crews as well as firsthand experience in constructing curbs, gutters, driveways, sidewalks, and street pavement. He has an outstanding ability to correct problems before they happen. His talents also include masonry, stamped concrete, and other walks with decorative finishes.

Ruben Gonzales will be Senior Foreman

David Grigolla:

Senior estimator with 38 years of field and office experience. He handles all the estimates, contracts, billings, change orders, and field measuring. Keeps all paperwork managing, in charge of safety issues. Manages all homeowner letter and notices.

David Grigolla will be General Manager

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%)
V & E Tree Services, Inc.	654506 C27, C61/D49	1000001936	2425 N. Batavia St Orange, CA 92665 714) 997-0903	Tree Removal IF Needed	2% ±

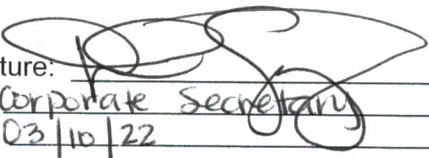
* The percentage of the total Bid shall represent the "portion of the work" for the purposes of Public Contract Code Section 4104(b).

Contractor shall perform, with its own organization (rather than with Subcontractors), Work amounting to at least fifty percent (50%) of the Contract Price.

INDUSTRIAL SAFETY RECORD FORMBidder's Name Grigolla & Sons Const Co. INC.

	Current Year of Record	2021	2020	2019	2018	2017	Total
Number of contracts	27	90	75	80	120	185	577
Total dollar amount of contracts (in thousands of dollars)	1,600,000	3,800,000	3,500,000	2,200,000	5,200,000	6,000,000	22,300,000
Number of fatalities	Ø	Ø	Ø	Ø	Ø	Ø	Ø
Number of lost workday cases	Ø	Ø	Ø	Ø	Ø	1	1
Number of lost workday cases involving permanent transfer to another job or termination of employment	Ø	Ø	Ø	Ø	Ø	Ø	Ø

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

Signature: 
 Title: Corporate Secretary
 Date: 03/10/22

Signature: _____
 Title: _____
 Date: _____

Bond No. CSBA-20134**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: Sidewalk Installation TDA Article III, Project No. 112

WHEREAS Grigolla & Sons Construction Co., Inc., 627 W. Allen Avenue, San Dimas, CA 91773
(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 Harco National Insurance Company

2400 E. Katella Ave., Suite 250, Anaheim, CA 92806

(Name and address of Surety)

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

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

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

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

BID

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

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: March 10th, 2022

"Principal"

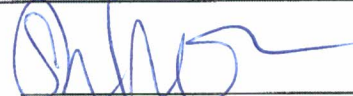
Grigolla & Sons Construction Co., Inc.
627 W. Allen Avenue, San Dimas, CA 91773

By: 
Its: David Grigolla Corp. Secretary

By: _____
Its: _____

"Surety"

Harco National Insurance Company
2400 E. Katella Ave., Suite 250, Anaheim, CA 92806

By: 
Its: Shaunna Rozelle Ostrom, 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.

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

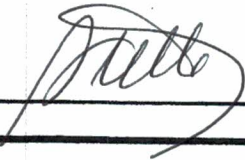
On 3/10/22 before me, Stella Grigolla, Notary Public
(insert name and title of the officer)

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

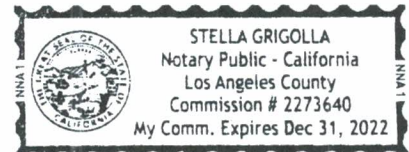
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



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 Orange)

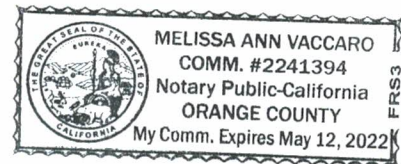
On 03/10/2022 before me, Melissa Ann Vaccaro, Notary Public
(insert name and title of the officer)

personally appeared Shaunna Rozelle Ostrom,
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 Melissa Ann Vaccaro (Seal)
Melissa Ann Vaccaro



POWER OF ATTORNEY**HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY**

Member companies of IAT Insurance Group, Headquartered: 702 Oberlin Road, Raleigh, North Carolina 27605

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

MICHAEL D. STONG, BEN STONG, DWIGHT REILLY, DANIEL HUCKABAY, ARTURO AYALA, FRANK MORONES,
SHAUNNA ROZELLE OSTROM, R. NAPPI

Orange, CA

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"**RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2019



STATE OF NEW JERSEY
County of Essex

Kenneth Chapman

Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

STATE OF ILLINOIS
County of Cook



On this 31st day of December, 2019, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Shirelle A. Outley a Notary Public of New Jersey
My Commission Expires April 4, 2023

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, March 10th, 2022

A00835



Irene Martins, Assistant Secretary

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

The undersigned declares:

I am the Corporate Secretary of Grigolla & Sons Const. Co. INC., the party making the foregoing Bid.

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 3/10/22 [date], at San Dimas [city], California [state].

Signature: _____

Printed Name: _____

Date: _____



DAVID GRIGOLLA

3/10/22

Signature: _____

Printed Name: _____

Date: _____

This form must be notarized.

ACKNOWLEDGMENT

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

State of California

County of Los Angeles

On 3/10/22 before me, Stella Grigolla Notary Public
(insert name and title of the officer)

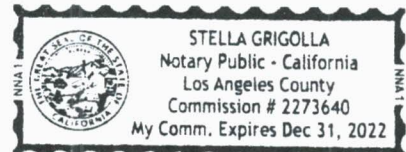
personally appeared David Grigolla
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s)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

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

WITNESS my hand and official seal.

Signature [Signature]

(Seal)



ATTACHMENT C

1. BID TABULATION

PROJECT NAME: CITY OF SOUTH EL MONTE -
SIDEWALK INSTALLATION TDA ARTICLE III

BID TABULATION				Apparent Low Bidder 1		Apparent Low Bidder 2		Apparent Low Bidder 3		AVERAGE BID VALUES		LOWEST UNIT BID PRICE	HIGHEST UNIT BID PRICE	
				Grigolla & Sons Construction Co. Inc.		EC Construction Co.		Gentry General Engineering Inc.						
Bid Item and Description			Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price		
BASE BID SCHEDULE														
1	Construct new 4" PCC sidewalk per SPPWC Std. Plan No 112-2. Work includes removal of existing PCC walk within work limits, removal of existing dirt/native to install new 4" PCC sidewalk adjust to grade and recompacting to 95% relative compaction. Work includes adjustment of existing utility vaults, boxes, meter and pullboxes to grade.		1,750	SF	\$13.00	\$22,750.00	\$10.00	\$17,500.00	\$9.75	\$17,062.50	\$10.92	\$19,104.17	\$9.75	\$13.00
2	Remove existing tree including rootball, backfill with dirt.		1	EA	\$1,500.00	\$1,500.00	\$800.00	\$800.00	\$4,500.00	\$4,500.00	\$2,266.67	\$2,266.67	\$800.00	\$4,500.00
3	Construct new PCC curb ramp per SPPWC Std. Plan No 111-5, Case B, Type 2. Work includes removal of existing dirt/landscape and recompacting to 95% relative compaction. Work includes reconstruction of 1 foot strip x 8" deep of AC pavement section (slot patch).		2	EA	\$5,500.00	\$11,000.00	\$5,200.00	\$10,400.00	\$7,200.00	\$14,400.00	\$5,966.67	\$11,933.33	\$5,200.00	\$7,200.00
4	Remove existing irrigation piping, risers and heads in conflict with proposed sidewalk construction. Modify and construct new irrigation system behind new concrete sidewalk to provide irrigation coverage. Install new lawn sod to all dirt areas behind new concrete sidewalk. Regrade existing dirt areas behind new concrete sidewalk to adjust to grade.		2,300	SF	\$4.00	\$9,200.00	\$6.60	\$15,180.00	\$7.00	\$16,100.00	\$5.87	\$13,493.33	\$4.00	\$7.00
5	Relocate existing street sign name including footing.		1	EA	\$500.00	\$500.00	\$840.00	\$840.00	\$420.00	\$420.00	\$586.67	\$586.67	\$420.00	\$840.00
6	Remove existing driveway approach, and construct new residential driveway approach per SPPWC Std Plan No 110-2. Work includes reconstruction of 1 foot strip x 8" deep of AC pavement section (slot patch).		1,500	SF	\$15.00	\$22,500.00	\$15.50	\$23,250.00	\$21.00	\$31,500.00	\$17.17	\$25,750.00	\$15.00	\$21.00
ADDITIVE ALTERNATE BID SCHEDULE														
A1	Construct new 4" PCC sidewalk per SPPWC Std. Plan No 112-2. Work includes removal of existing dirt/native to install new 4" PCC sidewalk adjust to grade and recompacting to 95% relative compaction. Work includes adjustment of existing utility vaults, boxes, meter and pullboxes to grade.		3,250	SF	\$15.00	\$48,750.00	\$9.30	\$30,225.00	\$10.75	\$34,937.50	\$11.68	\$37,970.83	\$9.30	\$15.00
A2	Budget allowance for Caltrans double rider permit application for work on Rosemead Blvd. Contractor shall coordinate with Caltrans and obtain this permit from Caltrans, and Contractor will be compensated based on actual cost of permit.		1	LS	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00
TOTAL BASE BID AMOUNT						\$67,450.00		\$67,970.00		\$83,982.50		\$73,134.17		
BID RANKING						Apparent Low Bidder 1		Apparent Low Bidder 2		Apparent Low Bidder 3				
TOTAL BASE BID AMOUNT CALCULATED BASED ON UNIT PRICES (AWARD IS BASED ON TOTAL BASE BID AMOUNT)						\$67,450.00		\$67,970.00		\$83,982.50				
TOTAL BASE BID AMOUNT INDICATED BY BIDDER						\$67,450.00		\$67,970.00		\$83,982.50				
CALCULATION CORRECTIONS TO BASE BID AMOUNT SUBMITTED BY CONTRACTOR BASED ON CALCULATED BID AMOUNT						\$0.00		\$0.00		\$0.00				
TOTAL ADDITIVE ALTERNATE BID						\$51,250.00		\$32,725.00		\$37,437.50				
TOTAL BASE BID AMOUNT + ADDITIVE ALTERNATE BID SCHEDULE (AWARD DECISION DOES NOT INCLUDE THE AMOUNT FOR ADDITIVE ALTERNATE AMOUNT, PROVIDED FOR REFERENCE ONLY)						\$118,700.00		\$100,695.00		\$121,420.00				
IS THE BIDDER QUALIFIED BASED ON REFERENCE PROJECTS					YES		YES		YES					
SUBCONTRACTOR %					2.00%		20.40%		N/A					
DID THE BIDDER MEET MAX 50% SUB CONTRACTOR (MIN 50% WORK BY PRIME CONTRACTOR) REQUIREMENT					YES		YES		YES					
DID THE BIDDER MEET 50% WORK REQUIREMENT BY PRIME CONTRACTOR					YES		YES		YES					
SUBCONTRACTORS					V&E Tree Services, Inc. 2%		Sierra Landscape 20.40%		N/A					

2. REVIEW OF APPARENT LOW BID					
APPARENT LOW BID SUBMITTED BY:		Grigolla & Sons Construction Co. Inc.		APPARENT LOW BID AMOUNT:	\$67,450.00
ITEM REVIEWED/CHECKED	REVIEW RESULT		CHECKED BY	DATE	REMARKS
BID STAMPED AS RECEIVED PRIOR BID TIME:	YES		CITY CLERK	3/15/22	
BID BOND IN PROPER AMOUNT:	YES		CITY CLERK	3/15/22	
ALL ADDENDA ACKNOWLEDGED:	N/A		ID	3/17/22	No addenda have been issued.
ANY APPARENT DISCREPANCY IN THE SUBMITTAL:	NO		ID	3/17/22	
TOTAL BID PRICES CALCULATED CORRECTLY:	YES		ID	3/17/22	
SUBCONTRACTOR AMOUNT:	\$0.00		ID	3/17/22	
MIN PRIME CONTRACTOR % REQUIREMENT FOR WORK PER SPECIFICATIONS:	50.00%		ID	3/18/22	
PRIME CONTRACTOR % CALCULATED PER BID SUBMITTAL (THIS % MUST BE EQUAL OR MORE THAN ABOVE %):	98.00%		ID	3/18/22	
BIDDER COMPLIES WITH MIN PRIME CONTRACTOR % REQUIREMENT	YES		ID	3/18/22	
MAX SUBCONTRACTOR PERCENT PER BID:	50.00%		ID	3/18/22	
SUB CONTRACTOR % CALCULATED PER BID SUBMITTAL (THIS % MUST BE EQUAL OR LESS THAN ABOVE %):	2.00%		ID	3/18/22	
BIDDER COMPLIES WITH MAX. SUB CONTRACTOR % REQUIREMENT:	YES		ID	3/18/22	
PRIME CONTRACTOR LICENSE STATUS:	Grigolla & Sons Construction Co. Inc.	514132	ID	3/17/22	Print-out from CLSB Web Page attached (http://www.cslb.ca.gov/)
PRIME CONTRACTOR DIR REGISTRATION STATUS:	Grigolla & Sons Construction Co. Inc.	1000001346	ID	3/17/22	Print-out from DIR Web Page attached (https://efiling.dir.ca.gov/PWCR/Search)
SUB CONTRACTOR LICENSE STATUS:	V&E Tree Service Inc.	654506	ID	3/17/22	Print-out from CLSB Web Page attached (http://www.cslb.ca.gov/)
SUB CONTRACTOR DIR REGISTRATION STATUS:	V&E Tree Service Inc.	1000001936	ID	3/17/22	Print-out from DIR Web Page attached (https://efiling.dir.ca.gov/PWCR/Search)
PRIME CONTRACTOR DEBARMENT STATUS FROM STATE CONTRACTS:	Grigolla & Sons Construction Co. Inc.	NOT FOUND IN ACTIVE DEBARRED LIST	ID	3/17/22	Print-out from DIR Web Page attached (http://www.dir.ca.gov/dlse/debar.html)
SUB CONTRACTOR DEBARMENT STATUS FROM STATE CONTRACTS:	V&E Tree Service Inc.	NOT FOUND IN ACTIVE DEBARRED LIST	ID	3/17/22	Print-out from DIR Web Page attached (http://www.dir.ca.gov/dlse/debar.html)
PRIME CONTRACTOR DEBARMENT STATUS FROM FEDERAL CONTRACTS:	Grigolla & Sons Construction Co. Inc.	NOT FOUND IN ACTIVE DEBARRED LIST	ID	3/17/22	Print-out from SAM Web Page attached (https://www.sam.gov/SAM/)
SUB CONTRACTOR DEBARMENT STATUS FROM FEDERAL CONTRACTS:	V&E Tree Service Inc.	NOT FOUND IN ACTIVE DEBARRED LIST	ID	3/17/22	Print-out from SAM Web Page attached (https://www.sam.gov/SAM/)
REFERENCE CHECK ACCEPTABLE:	YES		ID	3/18/22	

3. REFERENCE CHECK OF APPARENT LOW BIDDER												
Grigolla & Sons Construction Co. Inc.												
REFERENCE DATA FOR SECOND LOW BIDDER					REFERENCE CHECK FOR SECOND LOW BIDDER						CHECKED BY	DATE
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		
Concrete Replacement Program	City of Newport Beach Patricia Carpenter	949-644-3344	\$650,222.75	Mar-22	YES	YES	NO	NO	YES	Spoke with Patricia Carpenter. She confirmed the contractor performed quality work and finished ahead of schedule.	ID	3/17/2022
Doty Middle School	Downey Unified School District Brent Rothweiler	909-988-5054	\$187,786.25	Jan-22	YES	YES	NO	NO	YES	Brent speaks highly of Grigolla & Sons. Says David is a great person to work with.	ID	3/18/2022
Adams Elementary	Riverside Unified School District Brent Rothweiler	909-988-5054	\$43,576.00	Mar-21	YES	YES	NO	NO	YES	Brent speaks highly of Grigolla & Sons. Says David is a great person to work with.	ID	3/18/2022

4. LOWEST RESPONSIVE BID	
LOWEST RESPONSIVE BID SUBMITTED BY:	Grigolla & Sons Construction Co. Inc.
IN THE AMOUNT OF:	\$67,450.00



CONTRACTORS STATE LICENSE BOARD

▼ Contractor's License Detail for License # 514132

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

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

Data current as of 3/17/2022 8:35:17 AM

Business Information

GRIGOLLA & SONS CONSTRUCTION CO INC
627 ALLEN AVENUE
SAN DIMAS, CA 91773
Business Phone Number:(909) 447-8530

Entity Corporation
Issue Date 07/13/1987
Expire Date 07/31/2023

License Status

This license is current and active.

All information below should be reviewed.

Classifications

[A - GENERAL ENGINEERING](#)

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with [AMERICAN CONTRACTORS INDEMNITY COMPANY](#).

Bond Number: 100087570

Bond Amount: \$15,000

Effective Date: 01/01/2016

[Contractor's Bond History](#)

Bond of Qualifying Individual

The qualifying individual DAVID LOPEZ GRIGOLLA 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: 11/03/2009

[BQI's Bond History](#)

Workers' Compensation

An employee service group holds the workers compensation insurance.

Policy Number: C69975811

Effective Date: 10/01/2021

Expire Date: 10/01/2022

[Workers' Compensation History](#)

Other

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

[Accessibility Certification](#)

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CONTRACTORS STATE LICENSE BOARD

▼ Contractor's License Detail for License # 654506

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

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

Data current as of 3/17/2022 9:09:19 AM

Business Information

V & E TREE SERVICE INC
dba V & E LANDSCAPE & MAINTENANCE

P O BOX 3280
ORANGE, CA 92865
Business Phone Number:(714) 997-0903

Entity Corporation
Issue Date 09/21/1992
Expire Date 09/30/2022

License Status

This license is current and active.

All information below should be reviewed.

Classifications

- ▶ [C27 - LANDSCAPING](#)
- ▶ [C-61 / D49 - TREE SERVICE](#)

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with [AMERICAN CONTRACTORS INDEMNITY COMPANY](#).

Bond Number: SC1012467

Bond Amount: \$15,000

Effective Date: 01/01/2016

[Contractor's Bond History](#)

Bond of Qualifying Individual

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

Effective Date: 09/23/1999

[BQI's Bond History](#)

Workers' Compensation

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

Policy Number:SWC1341708

Effective Date: 05/05/2021

Expire Date: 05/05/2022

[Workers' Compensation History](#)

[Accessibility Certification](#)

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Contractor Information

Legal Entity Name

GRIGOLLA & SONS CONSTRUCTION CO., INC.

Legal Entity Type

Corporation

Status

Active

Registration Number

1000001346

Registration effective date

7/1/2021

Registration expiration date

6/30/2023

Mailing Address

627 W. ALLEN AVE. SAN DIMAS 91773 CA Unite...

Physical Address

627 W. ALLEN AVE. SAN DIMAS 91773 CA Unite...

Email Address**Trade Name/DBA****License Number(s)**

CSLB:514132

Registration History

Effective Date	Expiration Date
5/21/2018	6/30/2019
5/25/2017	6/30/2018
5/9/2016	6/30/2017
7/1/2015	6/30/2016
9/16/2014	6/30/2015
7/1/2019	6/30/2021
7/1/2021	6/30/2023

Legal Entity Information

Corporation Number:

C1343910

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

JOHN GRIGOLLA

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

JOHN GRIGOLLA

Agent of Service Mailing Address:

2256 SHADY OAKS ROAD GLENDORA 91741 CA United States of America

Workers Compensation

Do you lease employees No
through Professional
Employer Organization

(PEO)?:
Please provide your
current workers
compensation
insurance information
below:

PEO Information	PEO Name	PEO Phone	PEO Email
-----------------	-------------	--------------	--------------

Insured by Carrier

Policy Holder Name:GRIGOLLA & SONS CONSTRUCTION CO., INC.**Insurance Carrier:**

Ace American Insurance Co.**Policy Number:**C68626717**Inception date:**10/1/2020

Expiration Date:10/1/2021

Contractor Information

Legal Entity Name

V&E TREE SERVICE, INC

Legal Entity Type

Corporation

Status

Active

Registration Number

1000001936

Registration effective date

7/1/2019

Registration expiration date

6/30/2022

Mailing Address

PO BOX 3280 ORANGE 92857 CA United States ...

Physical Address

2425 N. BATAVIA ST ORANGE 92865 CA United ...

Email Address**Trade Name/DBA**

V&E TREE SERVICE

License Number(s)

CSLB:654506

CSLB:654506

Registration History

Effective Date	Expiration Date
6/6/2018	6/30/2019
5/23/2017	6/30/2018
5/17/2016	6/30/2017
6/18/2015	6/30/2016
10/15/2014	6/30/2015
7/1/2019	6/30/2022

Legal Entity Information

Corporation Number:

953685966

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

EDWARD ARCHIBALD

Vice President Name:

VICTOR EGGERS

Treasurer Name:

VICTOR EGGERS

Secretary Name:

VICTOR EGGERS

CEO Name:

EDWARD ARCHIBALD

Agent of Service Name:

PHILLIP L HUMMEL

Agent of Service Mailing Address:

500 N. STATE COLLEGE BLVD. STE 1200 ORANGE 92868 CA United States of America

Workers Compensation

Do you lease employees No
**through Professional
Employer Organization
(PEO)?:**

**Please provide your
current workers
compensation
insurance information
below:**

PEO Information	PEO Name	PEO Phone	PEO Email
-----------------	-------------	--------------	--------------

Insured by Carrier

Policy Holder Name:V&E TREE SERVICE, INC**Insurance Carrier:**AMTRUST**Policy Number:**
SWC1341768**Inception date:**5/1/2014**Expiration Date:**5/4/2022



California Department of
Industrial Relations

**PRIME AND SUBS ARE
NOT LISTED ON DLSE
DEBARMENT LIST**

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
MINAKO AMERICA CORPORATION DBA MINCO CONSTRUCTION; AND REFAAT HILMAY MINA, CSLB License Number: 612429	September 27, 2021 through September 26, 2022 Decision LB 6333
GRFCO, INC. DBA ONSITE KRUSHING; GARCIA JUAREZ CONSTRUCTION, INC.; GEORGE ROBERT FROST; AND JAMES CRAIG JACKSON CSLB License Number: 291013 and 84801	5/21/2021 through 5/20/2024 Decision LB 6629
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 Worthington Construction, Inc.; and, Holi Jeanne Worthington, an individual and Officer of Worthington Construction CSLB Number: 714836	6/15/2018 through 9/16/2019 Decision LB 5267
RMV Construction, Inc., A California Corporation; and Robert Michael Vasil II a.k.a. Robert Michael Vasil a.k.a. Mike Vasil, an Individual and CEO/RMO President of RMV Construction, Inc. CSLB Number: 892389	4/1/2017 through 8/18/2018 Decision LB 5266
Gewargis Youkhanis Narso, an individual dba GEHVAC and Technologies, a sole proprietorship, And GEHVAC Co., a sole proprietorship CSLB Number: 899312 and 1013848	2/1/2017 through 1/31/2020 Decision 40-48480-516
Joseph Brothers Enterprise, Inc.; Ken Joseph Individually and as CEO CSLB Number: 849169	4/3/2018 through 10/3/2019 Decision SC 6390
Dave Cook Concrete Construction, Inc., and David William Cook 34231 Camino Capistrano #102 Capistrano Beach, CA 92624-1189 CSLB Number: 461897	3/1/2017 through 2/29/2020 Decision LB 6207
Bannaoun Engineers Constructors Corporation; Omar Maloof, An Individual P.O. Box 16599 Beverly Hills, CA 90209-2599 CSLB Number: 827829	05/12/17 through 05/11/20 Decision SC 5517

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Evans Roofing Co., Inc. 2020 South Yale Street Santa Ana, CA 92706 CSLB Number: 610549	10/31/16 through 10/30/19 Decision LB 6270
Guillermo Ibaibarriaga dba Sierra Nevada Stucco and 2K Roofing Sierra Nevada Stucco P.O. Box 8472 Reno, NV 89502 CSLB Number: 915812 2K Roofing 820 Kuenzli Street Reno, NV 89502 CSLB Number: 954551	05/14/17 through 05/13/20 Decision SC 6037
Del Norte Construction, And Trinidad Manuel Canales, an Individual PO Box 5101 Oxnard, CA 93030 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 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 Carlos Ray Ramos, an individual P.O. Box 3871 Paso Robles, CA 93447 CSLB# 753575	11/3/14 through 11/2/15 Decision SC 5518

Dick Emard Electric. dba Emard Electric Luke Richard Emard, an individual and RMO 5930 Key Court, Suite A Loomis, CA 95650 CSLB# 794007	11/3/14 thorough 11/2/17 Decision SC 5521
Nixon Electric Gordon Fulton Nixon, an individual 5624 Faust Ave. Woodland Hills, CA 91367 CSLB# 796802	8/1/14 through 7/31/17 Decision LB 4495
Neris General Contractors, a California Corporation Efren Neri, an individual Servando Neri, an individual Rebeca Neri, an individual Luis Abelardo Castro, an individual 6087 California Ave. Long Beach, CA 90805 CSLB# 797967	2/28/14 through 2/27/17 Decision LB 4511, LB4512 & LB4521
Southland Construction Reza Mohammedi, 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
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

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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 Marysville, CA 95901	7/1/10 through 6/30/13 Decision SAC 5012
Soo Dong Kim, an individual, dba Soo Kim Electric Company 16224 Ridgeview Lane La Mirada, CA 90638 CSB # 568103 Exp. 8/1/09 (inactive) Hyo Nam Jung, an individual, dba Lucid Electric 18621 Well Street Rowland Heights, CA 91748 CSB # 914692 Exp. 4/3/10	4/19/10 through 4/18/13 Decision SAC 1064

Southwest Grading, dba Southwest Grading Services, Inc., 22031 Waite Street Wildomar, CA 92595 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	3/18/10 through 3/17/13 Decision SAC 1058
S.J. Cimino Electric, Inc., a California corporation, 3267 Dutton Ave. Santa Rosa, CA 95404 Salvatore Joseph Cimino, RMO, CEO and President of S.J. Cimino Electric, Inc. and sole owner of S.J. Cimino Electric, an individual 5825 Heights Rd. Santa Rosa, CA 95401 CSB #343802 Exp. 2/28/10 CSB #294141 Exp. 9/30/13 (inactive)	10/15/09 through 10/14/12 Decision SAC 1052
Cedar Development Corporation Serghon Gabriel Afram, individually 12477 Feather Dr Mira Loma, CA 91752 CSB # 839898 Exp. 6/30/10 (suspended)	8/5/09 through 8/4/12 Decision SAC 1042
All Floors Commercial and Residential Flooring, Inc. Salvador Elias Perea, individually 750 E. McGlincy Lane, #103 Campbell, CA 95008 CSB #430969 Exp. 7/31/09	5/14/09 through 5/13/12 Decision SAC 1040
1-AMD Construction, Inc. Alberto Mordoki, individually Mirella Mordoki, individually 5300 Beach Blvd., Suite 110-416 Buena Park, CA 90621 CSB #787533, revoked	3/16/09 through 3/15/12 Decision SAC1037

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ATTACHMENT D

PUBLIC WORKS AGREEMENT

By and Between

CITY OF SOUTH EL MONTE

and

GRIGOLLA & SONS CONSTRUCTION CO., INC.

DRAFT

**PUBLIC WORKS AGREEMENT
BETWEEN THE CITY OF SOUTH EL MONTE AND
GRIGOLLA & SONS CONSTRUCTION CO., INC.**

THIS PUBLIC WORKS AGREEMENT (“**Agreement**”) is made and entered into this 12th day of April, 2022 by and between the CITY OF SOUTH EL MONTE, a municipal corporation (“**City**”) and GRIGOLLA & SONS CONSTRUCTION CO., INC., a California corporation (“**Contractor**”). City and Contractor may sometimes be referred to herein as a “Party” or collectively as the “Parties.”

RECITALS

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

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

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

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

OPERATIVE PROVISIONS

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

ARTICLE 1. WORK OF CONTRACTOR

1.1 Scope of Work.

The Contractor shall perform all of the work, furnish all labor, materials, equipment, tools, utility services, and transportation, and comply with all of the specifications and requirements set forth in the Contract Documents for the project entitled Sidewalk Installation TDA Article 3, Project No. 112 (“**Project**”), in accordance with the terms and conditions of this Agreement, which may be referred to as the “**services**” or “**work**” hereunder. All such work shall be performed in a good and workmanlike manner, as reasonably determined by the City, and shall be performed in strict compliance with the Contract Documents and all local, state, and federal laws and regulations and any applicable National Pollutant Discharge Elimination System permits. As used herein, “**Contract Documents**” refers to all of the documents included in the solicitation of bids for the Project and Contractor’s bid proposal(s), including but not limited to, the Notice Inviting Bids, Instructions to Bidders, Bid, Federal Provisions (if any), Applicable Federal Wage Decision (if any), General Provisions, Special Provisions, Appendices, Plans, Drawings, and Addenda, and any

other documents included, referenced, or incorporated therein. The Contract Documents are incorporated into this Agreement. In the event of any conflict or inconsistency between the terms of the Contract Documents and this Agreement, the terms of this Agreement shall govern.

1.2 Incorporation of Greenbook.

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

1.3 Compliance with Labor and Wage Laws.

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

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

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

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

the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Contractor or by any subcontractor.

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

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

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

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

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

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

(j) Contractor's Responsibility for Subcontractors. For every subcontractor who will perform work under this Agreement, Contractor shall be responsible for such subcontractor's compliance with Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code, and shall make such compliance a requirement in any contract with any subcontractor for work under this Agreement. Contractor shall take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a review of the certified payroll records of the subcontractor on a periodic basis or upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Contractor shall diligently take corrective action to halt or rectify any such failure by any subcontractor.

1.4 Licenses, Permits, Fees and Assessments.

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

1.5 Familiarity with Work.

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

1.6 Discovery of Unknown Conditions.

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

(b) City shall promptly investigate the conditions, and if it finds that the conditions do materially differ, or do involve hazardous waste, and cause a decrease or increase in

Contractor's cost of, or the time required for, the performance of any part of the work, the City shall issue a change order in accordance with Section 1.11 of this Agreement.

(c) In the event that a dispute arises between City and Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from any scheduled completion date set, but shall proceed with all work to be performed under this Agreement. Contractor shall retain any and all rights provided either by contract or by law, which pertain to the resolution of disputes and protests between the Parties.

1.7 Unidentified Utilities.

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

1.8 Trench Excavation.

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

1.9 Protection and Care of Work and Materials.

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

1.10 Warranty.

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

1.11 Additional Work and Change Orders.

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

1.12 Grant Fund Requirements.

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

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

1.13 Special Requirements.

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

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Contractor the amounts set forth in Contractor’s Bid, attached hereto as Exhibit A and incorporated herein by this reference. Subject to any additions or deductions that may be made by change order or amendment, and any penalties or damages that may be assessed against Contractor, Contractor shall receive total compensation, including reimbursement of Contractor’s expenses, of Sixty-Seven Thousand Four Hundred Fifty Dollars (\$67,450) (“**Contract Sum**”) for completion of the work. The Contract Sum shall constitute full compensation for furnishing all materials and for doing all the work contemplated and embraced in this Agreement; and also for all loss or damage arising out of the nature of the work, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the City, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Contract Documents and this Agreement. The Contract Sum shall be made in the form of progress payments and a final payment as provided in this Section 2 and the Contract Documents, unless the Bid or Contract Documents explicitly provide for a lump sum payment.

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

2.2 Invoices.

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

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

2.3 Payment.

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

2.4 Retention; Substitution of Securities.

City will deduct a five percent (5%) retention from all progress payments. In accordance with Public Contract Code Section 22300, which is hereby incorporated into this Agreement, City shall permit the substitution of securities for any moneys withheld by City to ensure performance under this Agreement. The retention held by the City shall be released within sixty (60) days after

the date of completion of the work and the Project, as required by Government Code Section 7107. In the event of a dispute between City and Contractor, City may withhold from the final payment an amount not to exceed one hundred fifty percent (150%) of the disputed amount.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Schedule of Performance.

Contractor shall begin work within five (5) calendar days after receiving a Notice to Proceed from the City and the work shall be completed within twenty (20) consecutive working days from the date on which Contractor received the Notice to Proceed, or otherwise in accordance with any schedule contained in or required to be provided by the Contract Documents, and any revisions thereof approved by the City in writing. Time is of the essence. If the work is not completed within said time period, liquidated damages shall apply as set forth below.

3.2 Force Majeure.

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

3.3 Liquidated Damages.

Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the City the sum of Five Hundred Dollars (\$500) as liquidated damages for each working day of delay in the performance of any service required hereunder. The City may withhold any accrued liquidated damages from any monies payable on account of services performed by the Contractor. To the extent required by Government Code Section 4215, Contractor shall not be assessed liquidated damages for delay in completion of the work when such delay was caused by the failure of the City or owner of the utility to provide for removal or relocation of utility facilities.

3.4 Inspection and Final Acceptance.

City may inspect and accept or reject any of Contractor's work under this Agreement, either during performance or when completed. If City finds that Contractor's work does not meet the requirements and standards provided in the Bid Document, Contractor shall remedy any defects in

the work at Contractor's sole expense following notice by the City. City shall accept work by a timely written acceptance, otherwise work shall be deemed to have been rejected. City's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as to amount to fraud. Acceptance of any work by City shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to, Articles 1 and 5, pertaining to warranty and indemnification and insurance, respectively.

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Contractor.

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

David Grigolla
(Name)

Corp. Secretary
(Title)

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

4.2 Status of Contractor.

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

4.3 Project Manager.

The "**Project Manager**" for the City shall be Colby Cataldi or any other person as may be designated by the Project Manager. It shall be the Contractor's responsibility to assure that the Project Manager is kept informed of the progress of the performance of the services and the

Contractor shall refer any decisions which must be made by City to the Project Manager. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Project Manager. The Project Manager shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Contractor.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Contractor, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in, or authority over, the selection, discharge, supervision or control of Contractor's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Contractor shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venturer or a member of any joint enterprise with Contractor.

4.5 Prohibition Against Subcontracting or Assignment.

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

ARTICLE 5. INSURANCE, INDEMNIFICATION AND BONDS

5.1 Insurance Coverages.

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

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

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

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

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

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

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

5.2 General Insurance Requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5.3 Indemnification.

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

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

5.4 Notification of Third-Party Claims.

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

5.5 Performance and Labor Bonds.

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

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

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

(c) A warranty bond, guaranteeing the Contractor’s warranty under Section 1.11 of this Agreement, in an amount not less than 100% of the Contract Sum.

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

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

5.6 Sufficiency of Insurer or Surety.

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

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

(a) Contractor shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies, certified and accurate copies of payroll records in compliance with all applicable laws, or other documents relating to the disbursements charged to City and services performed hereunder (the “**books and records**”), as shall be necessary to perform the services required by this Agreement and enable the Project Manager to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Project Manager shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of 3 years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Contractor’s business, custody of the books and records may be given to City, and access shall be provided by Contractor’s successor in interest. Notwithstanding the above, the Contractor shall fully cooperate with the City in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

(b) Contractor shall retain documentation demonstrating that its employees and subcontractors have received all required training to implement applicable requirements of the City’s municipal separate storm sewer system permit under the National Pollutant Discharge Elimination System (“NPDES”) and the Contractor’s NPDES permit.

6.2 Reports.

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

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the “**documents and materials**”) prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Project Manager or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or

assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Contractor will be at the City's sole risk and without liability to Contractor, and Contractor's guarantee and warranties shall not extend to such use, reuse or assignment. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom. Moreover, Contractor with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

6.4 Confidentiality and Release of Information.

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

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

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

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

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the Parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be

instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

7.2 Termination.

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

7.3 Dispute Resolution Process.

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

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

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

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

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

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

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

- v. Chronology of events and correspondence related to the claim.
- vi. Statement of grounds for the claim.
- vii. Analysis of the claim's cost, if any.
- viii. Analysis of the claim's time/schedule impact, if any.

(d) City's Response. Upon receipt of a claim pursuant to this Section, City shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the Contractor a written statement identifying what portion of the claim is disputed and what portion is undisputed. Any payment due on an undisputed portion of the claim will be processed and made within 60 days after the City issues its written statement.

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

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

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

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

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

portion of the claim has been identified in writing, unless the Parties agree to select a mediator at a later time.

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

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

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

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

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

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

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

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

ii. If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

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

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

7.4 Waiver.

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

7.5 Rights and Remedies are Cumulative.

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

different times, of any other rights or remedies for the same default or any other default by the other Party.

7.6 Unfair Business Practices Claims.

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

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

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

8.2 Conflict of Interest.

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

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

8.3 Covenant Against Discrimination.

Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class in the performance of this Agreement. Contractor shall take affirmative action to insure that applicants are employed and

that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class.

8.4 Unauthorized Aliens.

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

8.5 Sediment, Erosion and Pollutant Discharge.

Contractor agrees to implement an effective combination of erosion and sediment control best management practices under the City's municipal separate storm sewer system permit to prevent erosion, sediment loss and the discharge of construction wastes. Contractor agrees to implement and maintain best practices, where applicable, to control the discharge of pollutants into the municipal separate storm sewer system.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Provisions Required By Law.

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

9.2 Notices.

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

9.3 Interpretation.

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

9.4 Counterparts.

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

9.5 Integration; Amendment.

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

9.6 Severability.

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

9.7 Warranty & Representation of Non-Collusion.

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

or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third Party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Contractor is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

9.8 Corporate Authority.

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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

CITY OF SOUTH EL MONTE, a municipal corporation

Gloria Olmos, Mayor

ATTEST:

Donna G. Schwartz, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

Anthony R. Taylor, City Attorney

CONTRACTOR:

GRIGOLLA & SONS CONSTRUCTION CO., INC. a California Corporation

By: _____
Name: David Grigolla
Title: Corp. Secretary

By: _____
Name: _____
Title: _____
Address: 627 W. Allen Avenue
San Dimas, CA 91773

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

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

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

☐

INDIVIDUAL

☐

CORPORATE OFFICER

TITLE(S)

TITLE OR TYPE OF DOCUMENT

☐

PARTNER(S)

☐

LIMITED

☐

GENERAL

NUMBER OF PAGES

☐

ATTORNEY-IN-FACT

☐

TRUSTEE(S)

☐

GUARDIAN/CONSERVATOR

☐

OTHER

DATE OF DOCUMENT

SIGNER IS REPRESENTING:

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

SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

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

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

☐

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
CONTRACTOR'S BID

DRAFT

CHECKLIST FOR BIDDERS

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

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

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

BID**CITY OF SOUTH EL MONTE****SIDEWALK INSTALLATION TDA ARTICLE III****City Project No.: 112**

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: None

Addendum No. _____ Date: _____

Addendum No. _____ Date: _____

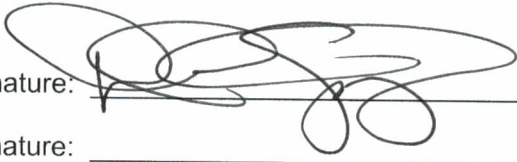
Addendum No. _____ Date: _____

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

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

The undersigned certifies to have a minimum of three (3) consecutive years of current experience in the type of Work related to the Project and that this experience is in actual operation of the firm with permanent employees performing a part of the Work as distinct from a firm operating entirely by subcontracting all phases of the Work. The undersigned also certifies to be properly licensed by the State as a contractor to perform this type of Work. The undersigned possesses California Contractor's License Number 514132, Class A, which expires on 07/31/2023.

Bidder's Name: **Grigolla & Sons Const Co. INC.**

Signature: 

Title: Corp. Secretary Date: 3/10/22

Signature: _____

Title: _____ Date: _____

DRAFT

CITY OF SOUTH EL MONTE

BID SHEETS FOR

SIDEWALK INSTALLATION TDA ARTICLE III

Bidder's Name: Grigolla & Sons Const Co. 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	QTY	UNIT	UNIT PRICES	EXTENDED AMOUNT
1	Construct new 4" PCC sidewalk per SPPWC Std. Plan No 112-2. Work includes removal of existing PCC walk within work limits, removal of existing dirt/native to install new 4" PCC sidewalk adjust to grade and recompacting to 95% relative compaction. Work includes adjustment of existing utility vaults, boxes, meter and pullboxes to grade.	1,750	SF	\$ <u>13.⁰⁰</u>	\$ <u>22,750.⁰⁰</u>
2	Remove existing tree including rootball, backfill with dirt.	1	EA	\$ <u>1,500.⁰⁰</u>	\$ <u>1,500.⁰⁰</u>
3	Construct new PCC curb ramp per SPPWC Std. Plan No 111-5, Case B, Type 2. Work includes removal of existing dirt/landscape and recompacting to 95% relative compaction. Work includes reconstruction of 1 foot strip x 8" deep of AC pavement section (slot patch).	2	EA	\$ <u>5,500.⁰⁰</u>	\$ <u>11,000.⁰⁰</u>
4	Remove existing irrigation piping, risers and heads in conflict with proposed sidewalk construction. Modify and construct new irrigation system behind new concrete sidewalk to provide irrigation coverage. Install new lawn sod to all dirt areas behind new concrete sidewalk. Regrade existing dirt areas behind new concrete sidewalk to adjust to grade.	2,300	SF	\$ <u>4.⁰⁰</u>	\$ <u>9,200.⁰⁰</u>
5	Relocate existing street name sign including footing.	1	EA	\$ <u>500</u>	\$ <u>500.⁰⁰</u>
6	Remove existing driveway approach, and construct new residential driveway approach per SPPWC Std Plan No 110-2. Work includes reconstruction of 1 foot strip x 8" deep of ac pavement section (slot patch).	1,500	SF	\$ <u>15.⁰⁰</u>	\$ <u>22,500.⁰⁰</u>
TOTAL BASE BID SCHEDULE AMOUNT IN DIGITS					\$ <u>67,450.⁰⁰</u>

ADDITIVE ALTERNATE BID SCHEDULE					
ITEM NO	DESCRIPTION	QTY	UNIT	UNIT PRICES	EXTENDED AMOUNT
A1	Construct new 4" PCC sidewalk per SPPWC Std. Plan No 112-2. Work includes removal of existing dirt/native to install new 4" PCC sidewalk adjust to grade and recompact to 95% relative compaction. Work includes adjustment of existing utility vaults, boxes, meter and pullboxes to grade.	3,250	SF	\$ <u>15.⁰⁰</u>	\$ <u>48,750.⁰⁰</u>
A2	Budget allowance for Caltrans double rider permit application for work on Rosemead Blvd. Contractor shall coordinate with Caltrans and obtain this permit from Caltrans, and Contractor will be compensated based on actual cost of permit.	1	LS	\$2,500	\$2,500
TOTAL ADDITIVE ALTERNATE BID SCHEDULE AMOUNT IN DIGITS					\$ <u>51,250.⁰⁰</u>

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

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 as Items A, B, C, D and E are considered as inclusive in each Bid Item listed above in the Bid Schedule as applicable, and no additional and/or separate compensation will be allowed.

- A. Mobilization / Demobilization
- B. Traffic Control
- C. NPDES, WVECP, and Best Management Practices (BMPs), Public Convenience and Safety
- D. Construction Staking by Land Surveyor
- E. Clearing and Grubbing

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 SCHEDULE PRICE IN WORDS:

Sixty Seven Thousand Four Hundred and
Fifty Dollars Even.

Signature: [Signature]

Title: Corp. Secretary

Date: 03/10/22

Signature: [Signature]

Title: _____

Date: _____

DRAFT

QUESTIONNAIRE FORM

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

- (1) Bidder's Name: Grigolla & Sons Const. Co. 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: 627 W. Allen Ave. San Dimas, CA 91773
- (4) Telephone: 909) 447-8530 Facsimile: 909) 447-8548
- (5) Type of Firm – Individual, Partnership, LLC or Corporation: Corporation
- (6) Corporation organized under the laws of the State of: California
- (7) California State Contractor's License Number and Class: #514132 A
Original Date Issued: 07/13/87 Expiration Date: 07/31/23
- (8) DIR Contractor Registration Number: 100000 1346
- (9) List the name and title of the person(s) who inspected the Project site for your firm:
David Grigolla - Corp. Secretary
- (10) 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: David Grigolla
Date of Inspection: 03/10/22
- (11) Number of years' experience the company has as a contractor in construction work: 35
- (12) 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:
 - John Grigolla - President - 627 W. Allen Ave San Dimas, CA 91773 (909) 447-8530
 - Raymond Grigolla - Vice President - 627 W. Allen Ave San Dimas, CA 91773 (909) 447-8530
 - David Grigolla - Secretary/Treasurer - 627 W. Allen Ave San Dimas, CA 91773 (909) 447-8530

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

N/A

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

N/A

- (15) 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

- (16) 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

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

NO

- (18) 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

- (19) 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

- (20) 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.

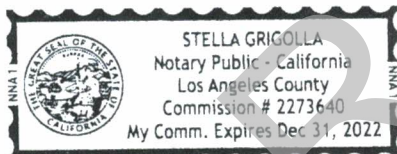
The Bidder certifies under penalty of perjury under the laws of the State of California that the information provided above is true and correct.

Notary PublicSubscribed and sworn to me: Stella GrigollaSignature: [Signature]This 10th day of MARCH, 20 22

Title: _____

Signature: _____

(SEAL)

CompanySignature: [Signature]Title: Corp. SecretaryDate: 03/10/22

Signature: _____

Title: _____

Date: _____

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 City of San Dimas

Project Description 2021-2022 Annual Concrete Maintenance

Approximate Construction Dates From: June 2021 To: Currently working

Agency Name: City of San Dimas

Contact Person: Chase Buckelew Telephone: (951) 712-3723

Address: 245 E. Bonita Ave, San Dimas, CA 91773

Original Contract Amount: \$ 150,000.00 Final Contract Amount: \$ Still working on project

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

N/A

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

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

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

N/A

Project 2 Name/Number Construction Improvements in Residential Streets

Project Description Remove & Replace concrete in Residential Streets

Approximate Construction Date From: 7/2021 To: 8/2021

Agency Name: City of Cerritos

Contact Person: Albert Arteaga Telephone: (562) 916-1229

Address: 18125 Bloomfield Ave Cerritos, CA 90703

Original Contract Amount: \$ 265,300.00 Final Contract Amount: \$ 368,534.00

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

Change orders make up difference

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 EB Huntington Sidewalk & ADA Curb Ramps

Project Description Installation of new sidewalks & ADA curb ramps

Approximate Construction Dates From: 4/2021 To: 6/2021

Agency Name: City of Arcadia

Contact Person: Kevin Merrill **Telephone:** (626) 574-5481

Address: 240 W. Huntington Dr. Arcadia, CA 91066

Original Contract Amount: \$ 163,346.- **Final Contract Amount:** \$ 173,874.⁶⁸

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

Change orders make up difference

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 Concrete Replacement Program

Project Description Remove & construct sidewalks, curb & gutter, driveways, etc.

Approximate Construction Dates From: 12/2021 To: 3/2022

Agency Name: City of Newport Beach

Contact Person: Patricia Carpenter **Telephone:** 949) 644-3344

Address: 100 Civic Center Drive Newport Beach, CA 92660

Original Contract Amount: \$1644,390.00 **Final Contract Amount:** \$ 650,222.75

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

Change orders make up difference.

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

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

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

N/A

Project 5 Name/Number Doty Middle School

Project Description Construct driveways, sidewalks, curb & gutter.

Approximate Construction Dates From: 06/2021 To: 1/2022

Agency Name: Downey Unified School District

Contact Person: Brent Rothweiler **Telephone:** (909) 988-5054

Address: 10301 Wadniff Ave Downey, CA 90241

Original Contract Amount: \$ 137,116.- **Final Contract Amount:** \$ 187,786.25

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

Change orders make up difference

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

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

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

N/A

Project 6 Name/Number Adams Elementary

Project Description curb & Gutter and sidewalks.

Approximate Construction Dates From: _____ To: 03/2021

Agency Name: Riverside Unified School District

Contact Person: Brent Rothweiler **Telephone:** 909) 988-5054

Address: 8362 Colorado Ave Riverside, CA 92504

Original Contract Amount: \$ 43,576.- **Final Contract Amount:** \$ 43,576.-

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

N/A

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

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

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

N/A

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.

DRAFT

Grigolla & Sons Construction Co., Inc.

627 W. Allen Ave.
San Dimas, CA 91773
Ph# (909) 447-8530 Fax# (909) 447-8548
License # 514132-A

Experience Levels

Raymond Grigolla:

He has 42 years of managing field crews as well as firsthand experience in constructing curbs, gutters, driveways, sidewalks, street pavement, breaking and demolition in-kind.

Raymond Grigolla will be the General Superintendent

Ruben Gonzales:

He has 39 years of managing field crews as well as firsthand experience in constructing curbs, gutters, driveways, sidewalks, and street pavement. He has an outstanding ability to correct problems before they happen. His talents also include masonry, stamped concrete, and other walks with decorative finishes.

Ruben Gonzales will be Senior Foreman

David Grigolla:

Senior estimator with 38 years of field and office experience. He handles all the estimates, contracts, billings, change orders, and field measuring. Keeps all paperwork managing, in charge of safety issues. Manages all homeowner letter and notices.

David Grigolla will be General Manager

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%)
V & E Tree Services, Inc.	654506 C27, C61/D49	1000001936	2425 N. Batavia St Orange, CA 92665 (714) 997-0903	Tree Removal IF Needed	2% ±

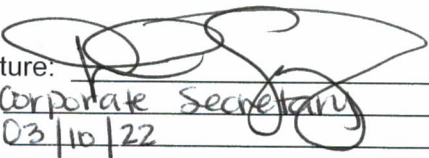
* The percentage of the total Bid shall represent the "portion of the work" for the purposes of Public Contract Code Section 4104(b).

Contractor shall perform, with its own organization (rather than with Subcontractors), Work amounting to at least fifty percent (50%) of the Contract Price.

INDUSTRIAL SAFETY RECORD FORMBidder's Name Grigolla & Sons Const Co. INC.

	Current Year of Record	2021	2020	2019	2018	2017	Total
Number of contracts	27	90	75	80	120	185	577
Total dollar amount of contracts (in thousands of dollars)	1,600,000	3,800,000	3,500,000	2,200,000	5,200,000	6,000,000	22,300,000
Number of fatalities	Ø	Ø	Ø	Ø	Ø	Ø	Ø
Number of lost workday cases	Ø	Ø	Ø	Ø	Ø	1	1
Number of lost workday cases involving permanent transfer to another job or termination of employment	Ø	Ø	Ø	Ø	Ø	Ø	Ø

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

Signature: 
 Title: Corporate Secretary
 Date: 03/10/22

Signature: _____
 Title: _____
 Date: _____

Bond No. CSBA-20134**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: Sidewalk Installation TDA Article III, Project No. 112

WHEREAS Grigolla & Sons Construction Co., Inc., 627 W. Allen Avenue, San Dimas, CA 91773
(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 Harco National Insurance Company2400 E. Katella Ave., Suite 250, Anaheim, CA 92806

(Name and address of Surety)

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

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

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

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

BID

B-18

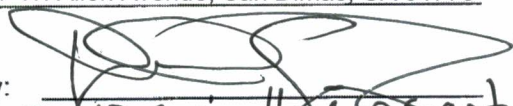
BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "BID"

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: March 10th, 2022

"Principal"

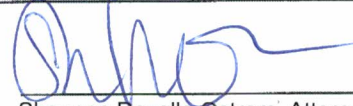
Grigolla & Sons Construction Co., Inc.
627 W. Allen Avenue, San Dimas, CA 91773

By: 
Its: David Grigolla Corp. Secretary

By: _____
Its: _____

"Surety"

Harco National Insurance Company
2400 E. Katella Ave., Suite 250, Anaheim, CA 92806

By: 
Its: Shaunna Rozelle Ostrom, 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.

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 3/10/22 before me, Stella Grigolla, Notary Public
(insert name and title of the officer)

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

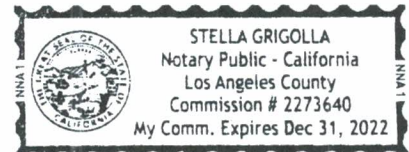
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



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 Orange)

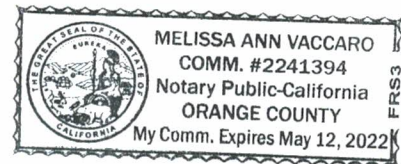
On 03/10/2022 before me, Melissa Ann Vaccaro, Notary Public
(insert name and title of the officer)

personally appeared Shaunna Rozelle Ostrom,
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 Melissa Ann Vaccaro (Seal)
Melissa Ann Vaccaro



POWER OF ATTORNEY**HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY**

Member companies of IAT Insurance Group, Headquartered: 702 Oberlin Road, Raleigh, North Carolina 27605

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

MICHAEL D. STONG, BEN STONG, DWIGHT REILLY, DANIEL HUCKABAY, ARTURO AYALA, FRANK MORONES,
SHAUNNA ROZELLE OSTROM, R. NAPPI

Orange, CA

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"**RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2019.



STATE OF NEW JERSEY
County of Essex

STATE OF ILLINOIS
County of Cook



[Signature of Kenneth Chapman]

Kenneth Chapman
Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

On this 31st day of December, 2019, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

[Signature of Shirelle A. Outley]

Shirelle A. Outley a Notary Public of New Jersey
My Commission Expires April 4, 2023

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, March 10th, 2022

[Signature of Irene Martins]

Irene Martins, Assistant Secretary

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

The undersigned declares:

I am the Corporate Secretary of Grigolla & Sons Const. Co. INC., the party making the foregoing Bid.

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 3/10/22 [date], at San Dimas [city], California [state].

Signature: _____

Printed Name: _____

Date: _____

Signature: _____

Printed Name: _____

Date: _____

This form must be notarized.

ACKNOWLEDGMENT

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

State of California

County of Los Angeles

On 3/10/22 before me, Stella Grigolla Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature [Signature]

(Seal)

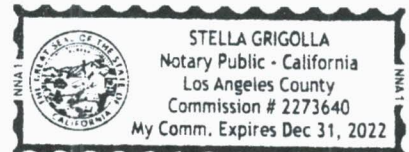


EXHIBIT B

SPECIAL REQUIREMENTS

(Superseding and/or Additional Terms)

[INTENTIONALLY LEFT BLANK]

DRAFT

PERFORMANCE BOND

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

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

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

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

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

Executed on _____ 20__.

PRINCIPAL

(Seal if Corporation) By _____

Title _____

(Attach Acknowledgment of Authorized Representative of Principal)

Any claims under this bond may be addressed to:

_____ (name and address of Surety)

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

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

(Attach Acknowledgment)

SURETY

By _____
(Attorney-in-Fact)

APPROVED:

(Attorney for CITY)

NOTICE:

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

PAYMENT BOND
(Labor and Material Bond)

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

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

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

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

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

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

Executed on _____, 20____.

PRINCIPAL

(Seal if Corporation)

By_____

Title_____

(Attach Acknowledgment of Authorized Representative of Principal)

Any claims under this bond may be addressed to:

_____ (name and address of Surety)

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

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

(Attach Acknowledgment)

SURETY

By_____
(Attorney-in-Fact)

APPROVED:

(Attorney for CITY)

NOTICE:

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

WORKERS COMPENSATION INSURANCE CERTIFICATE

Description of Contract: **City of South El Monte**
Project: Sidewalk Installation TDA Article 3, Project No. 112;

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*)

DRAFT

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*)

DRAFT

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)*

DRAFT

ATTACHMENT E

CITY OF SOUTH EL MONTE, CALIFORNIA



BIDDING AND CONTRACT DOCUMENTS, PLANS AND SPECIFICATIONS

for

SIDEWALK INSTALLATION TDA ARTICLE III

City Project No.: 112

Date Issued: March 3, 2022

Bid Due Date:

March 15, 2022 at 2:00 PM

Submit bids to:

City Clerk's Office

City of South El Monte

1415 N. Santa Anita Avenue, South El Monte, California 91733

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**NOTICE INVITING BIDS
FOR**

SIDEWALK INSTALLATION TDA ARTICLE III

City Project No.: 112

NOTICE IS HEREBY GIVEN that the City of South El Monte, California ("City") invites sealed Bids for the Project. The City will receive such Bids at the City Clerk's office, City Hall, 1415 N. Santa Anita Avenue, South El Monte, California 91733 up to 2:00 PM on March 15, 2022, at which time they will be publicly opened and read aloud.

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

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

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

TIME OF COMPLETION. The Contractor shall complete all work within 20 working days of the issuance of the Notice to Proceed.

ESTIMATED COST OF WORK. Estimated cost is \$60,000.

PRE-BID MEETING. None held. No allowances for cost adjustments will be made if a Bidder fails to adequately examine the Project site before submitting a Bid.

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

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

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

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

LICENSES. Each Bidder shall possess a valid Class A OR Class C-8 Contractor's license issued by the California State Contractors License Board at the time of the Bid submission, unless this Project has any federal funding, in which case the successful Bidder must possess such a license at the time of Contract award. The successful Contractor must also possess a current City business license.

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

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

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

BIDDING PROCESS. The City reserves the right to reject any Bid or all Bids, and to waive any irregularities or informalities in any Bid or in the bidding, as deemed to be in its best interest.

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

Okan Demirci
okan.demirci@transtech.org

All inquiries must be submitted in writing.

INSTRUCTION TO BIDDERS

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

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

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

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

WITHDRAWAL OF BID. A Bid may be withdrawn without prejudice upon written request by the Bidder filed with the City Clerk before the Bid submission deadline. Bids must remain valid and shall not be subject to withdrawal for sixty (60) Days after the Bid opening date.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CHECKLIST FOR BIDDERS

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

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

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

BID**CITY OF SOUTH EL MONTE****SIDEWALK INSTALLATION TDA ARTICLE III****City Project No.: 112**

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

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

Bidder acknowledges receipt of all addenda, as follows:

Addendum No. _____ Date: _____

Addendum No. _____ Date: _____

Addendum No. _____ Date: _____

Addendum No. _____ Date: _____

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

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

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

Bidder's Name: _____

Signature: _____ Title: _____ Date: _____

Signature: _____ Title: _____ Date: _____

CITY OF SOUTH EL MONTE**BID SHEETS FOR****SIDEWALK INSTALLATION TDA ARTICLE III**

Bidder's Name: _____

To the Honorable Mayor and Members of the City Council:

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

BASE BID SCHEDULE					
ITEM NO	DESCRIPTION	QTY	UNIT	UNIT PRICES	EXTENDED AMOUNT
1	Construct new 4" PCC sidewalk per SPPWC Std. Plan No 112-2. Work includes removal of existing PCC walk within work limits, removal of existing dirt/native to install new 4" PCC sidewalk adjust to grade and recompact to 95% relative compaction. Work includes adjustment of existing utility vaults, boxes, meter and pullboxes to grade.	1,750	SF	\$ _____	\$ _____
2	Remove existing tree including rootball, backfill with dirt.	1	EA	\$ _____	\$ _____
3	Construct new PCC curb ramp per SPPWC Std. Plan No 111-5, Case B, Type 2. Work includes removal of existing dirt/landscape and recompact to 95% relative compaction. Work includes reconstruction of 1 foot strip x 8" deep of AC pavement section (slot patch).	2	EA	\$ _____	\$ _____
4	Remove existing irrigation piping, risers and heads in conflict with proposed sidewalk construction. Modify and construct new irrigation system behind new concrete sidewalk to provide irrigation coverage. Install new lawn sod to all dirt areas behind new concrete sidewalk. Regrade existing dirt areas behind new concrete sidewalk to adjust to grade.	2,300	SF	\$ _____	\$ _____
5	Relocate existing street name sign including footing.	1	EA	\$ _____	\$ _____
6	Remove existing driveway approach, and construct new residential driveway approach per SPPWC Std Plan No 110-2. Work includes reconstruction of 1 foot strip x 8" deep of ac pavement section (slot patch).	1,500	SF	\$ _____	\$ _____
TOTAL BASE BID SCHEDULE AMOUNT IN DIGITS					\$ _____

ADDITIVE ALTERNATE BID SCHEDULE					
ITEM NO	DESCRIPTION	QTY	UNIT	UNIT PRICES	EXTENDED AMOUNT
A1	Construct new 4" PCC sidewalk per SPPWC Std. Plan No 112-2. Work includes removal of existing dirt/native to install new 4" PCC sidewalk adjust to grade and recompacting to 95% relative compaction. Work includes adjustment of existing utility vaults, boxes, meter and pullboxes to grade.	3,250	SF	\$ _____	\$ _____
A2	Budget allowance for Caltrans double rider permit application for work on Rosemead Blvd. Contractor shall coordinate with Caltrans and obtain this permit from Caltrans, and Contractor will be compensated based on actual cost of permit.	1	LS	\$2,500	\$2,500
TOTAL ADDITIVE ALTERNATE BID SCHEDULE AMOUNT IN DIGITS					\$ _____

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

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 as Items A, B, C, D and E are considered as inclusive in each Bid Item listed above in the Bid Schedule as applicable, and no additional and/or separate compensation will be allowed.

A. Mobilization / Demobilization

B. Traffic Control

C. NPDES, WVECP, and Best Management Practices (BMPs), Public Convenience and Safety

D. Construction Staking by Land Surveyor

E. Clearing and Grubbing

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 SCHEDULE PRICE IN WORDS:

Signature: _____ Title: _____ Date: _____

Signature: _____ Title: _____ Date: _____

QUESTIONNAIRE FORM

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

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

- (3) Business Address: _____
- (4) Telephone: _____ Facsimile: _____
- (5) Type of Firm – Individual, Partnership, LLC or Corporation: _____
- (6) Corporation organized under the laws of the State of: _____
- (7) California State Contractor's License Number and Class: _____
Original Date Issued: _____ Expiration Date: _____
- (8) DIR Contractor Registration Number: _____
- (9) List the name and title of the person(s) who inspected the Project site for your firm:

- (10) The Bidder declares that he/she has carefully read and examined the plans, specifications, bid documents, and he/she has made a personal examination of the site (indicate name of the person, representing the bidder, who inspected the site and date below) and that he/she understands the exact scope of the Project WITHOUT QUESTION.

Name of Person who inspected the site: _____
Date of Inspection: _____
- (11) Number of years' experience the company has as a contractor in construction work: _____
- (12) 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:

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

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

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

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

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

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

- (16) 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.

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

-
-
- (18) 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.

-
-
- (19) 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.

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

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

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

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

Notary Public

Company

Subscribed and sworn to me: _____

Signature: _____

Signature: _____

Title: _____

This ____ day of _____, 20____

Date: _____

Title: _____

Signature: _____

Signature: _____

Title: _____

Date: _____

(SEAL)

REFERENCES FORM

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

Project 1 Name/Number _____

Project Description _____

Approximate Construction Dates From: _____ To: _____

Agency Name: _____

Contact Person: _____ Telephone: _____

Address: _____

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

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

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

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

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

Project 2 Name/Number _____

Project Description _____

Approximate Construction Date From: _____ To: _____

Agency Name: _____

Contact Person: _____ Telephone: _____

Address: _____

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

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

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

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

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

Project 3 Name/Number _____

Project Description _____

Approximate Construction Dates From: _____ To: _____

Agency Name: _____

Contact Person: _____ Telephone: _____

Address: _____

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

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

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

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

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

Project 4 Name/Number _____

Project Description _____

Approximate Construction Dates From: _____ To: _____

Agency Name: _____

Contact Person: _____ Telephone: _____

Address: _____

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

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

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

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

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

Project 5 Name/Number _____

Project Description _____

Approximate Construction Dates From: _____ To: _____

Agency Name: _____

Contact Person: _____ Telephone: _____

Address: _____

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

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

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

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

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

Project 6 Name/Number _____

Project Description _____

Approximate Construction Dates From: _____ To: _____

Agency Name: _____

Contact Person: _____ Telephone: _____

Address: _____

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

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

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

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

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

RESUME

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

DESIGNATION OF SUBCONTRACTORS [Public Contract Code Section 4104]

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

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

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

Contractor shall perform, with its own organization (rather than with Subcontractors), Work amounting to at least fifty percent (50%) of the Contract Price.

INDUSTRIAL SAFETY RECORD FORM

Bidder's Name _____

	Current Year of Record	2021	2020	2019	2018	2017	Total
Number of contracts							
Total dollar amount of contracts (in thousands of dollars)							
Number of fatalities							
Number of lost workday cases							
Number of lost workday cases involving permanent transfer to another job or termination of employment							

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

Signature: _____
 Title: _____
 Date: _____

Signature: _____
 Title: _____
 Date: _____

Bond No. _____

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

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

WHEREAS _____
(Name and address of Bidder)

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

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

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

(Name and address of Surety)

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

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

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

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

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

Dated: _____

“Principal”

“Surety”

By: _____
Its: _____

By: _____
Its: _____

By: _____
Its: _____

By: _____
Its: _____

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

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

The undersigned declares:

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

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

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

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

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Date: _____

Date: _____

This form must be notarized.

CHECKLIST FOR EXECUTION OF CONTRACT

TO BE SUBMITTED BY SUCCESSFUL BIDDER:

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

PUBLIC WORKS AGREEMENT

By and Between

CITY OF SOUTH EL MONTE

and

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

THIS PUBLIC WORKS AGREEMENT (“**Agreement**”) is made and entered into this ____ day of _____, 2022 by and between the CITY OF SOUTH EL MONTE, a municipal corporation (“**City**”) and _____, a _____ (“**Contractor**”). City and Contractor may sometimes be referred to herein as a “Party” or collectively as the “Parties.”

RECITALS

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

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

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

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

OPERATIVE PROVISIONS

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

ARTICLE 1. WORK OF CONTRACTOR

1.1 Scope of Work.

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

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

1.2 Incorporation of Greenbook.

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

1.3 Compliance with Labor and Wage Laws.

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

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

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

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

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

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

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

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

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

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

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

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

1.4 Licenses, Permits, Fees and Assessments.

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

1.5 Familiarity with Work.

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

1.6 Discovery of Unknown Conditions.

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

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

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

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

1.7 Unidentified Utilities.

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

1.8 Trench Excavation.

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

1.9 Protection and Care of Work and Materials.

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

1.10 Warranty.

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

1.11 Additional Work and Change Orders.

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

1.12 Grant Fund Requirements.

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

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

1.13 Special Requirements.

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

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

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

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

2.2 Invoices.

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

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

2.3 Payment.

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

2.4 Retention; Substitution of Securities.

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

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Schedule of Performance.

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

3.2 Force Majeure.

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

3.3 Liquidated Damages.

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

3.4 Inspection and Final Acceptance.

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

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Contractor.

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

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

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

4.2 Status of Contractor.

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

4.3 Project Manager.

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

4.4 Independent Contractor.

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

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

4.5 Prohibition Against Subcontracting or Assignment.

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

ARTICLE 5. INSURANCE, INDEMNIFICATION AND BONDS

5.1 Insurance Coverages.

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

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

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

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

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

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

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

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

5.2 General Insurance Requirements.

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

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

(c) Duration of Coverage. Contractor shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property, which

may arise from or in connection with the performance of the services hereunder by Contractor, its agents, representatives, employees or subcontractors.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5.3 Indemnification.

Contractor shall indemnify, defend with legal counsel approved by City, and hold harmless City, its officers, officials, employees, agents, representatives, and volunteers (collectively, "**Indemnitees**") from and against all liability, loss, damage, expense, cost (including, without limitation, reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Contractor's (or its employees', officers', agents', or subcontractor's) performance of the work hereunder or its failure to comply with any of its obligations contained in this Agreement, including any injuries to or death of any person (including,

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

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

5.4 Notification of Third-Party Claims.

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

5.5 Performance and Labor Bonds.

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

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

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

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

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

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

5.6 Sufficiency of Insurer or Surety.

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

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Contractor shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies, certified and accurate copies of payroll records in compliance with all applicable laws, or other documents relating to the disbursements charged to City and services performed hereunder (the "**books and records**"), as shall be necessary to perform the services required by this Agreement and enable the Project Manager to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Project Manager shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of 3 years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Contractor's business, custody of the books and records may be given to City, and access shall be provided by Contractor's successor in interest. Notwithstanding the above, the Contractor shall fully cooperate with the City in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

6.2 Reports.

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

6.3 Ownership of Documents.

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

6.4 Confidentiality and Release of Information.

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

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

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

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

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

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

7.2 Termination.

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

7.3 Dispute Resolution Process.

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

(b) For purposes of these procedures, "claim" means a separate demand by the Contractor, after the City has denied Contractor's timely and duly made request for payment for extra work and/or a time extension, for (A) a time extension, (B) payment of money or damages arising from work done by or on behalf of the Contractor pursuant to this Agreement and payment of

which is not otherwise expressly provided for or the Contractor is not otherwise entitled to, or (C) an amount the payment of which is disputed by the City.

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

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

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

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

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

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

vi. Statement of grounds for the claim.

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

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

(d) City's Response. Upon receipt of a claim pursuant to this Section, City shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the Contractor a written statement identifying what portion of the claim is disputed and what portion is undisputed. Any payment due on an undisputed portion of the claim will be processed and made within 60 days after the City issues its written statement.

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

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

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

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

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

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

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

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

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

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

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

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

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

ii. If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

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

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

7.4 Waiver.

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

7.5 Rights and Remedies are Cumulative.

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

7.6 Unfair Business Practices Claims.

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

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

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

8.2 Conflict of Interest.

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

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

8.3 Covenant Against Discrimination.

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

8.4 Unauthorized Aliens.

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

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Provisions Required By Law.

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

9.2 Notices.

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

if mailed as provided in this Section. All correspondence relating to this Agreement shall be serialized consecutively.

9.3 Interpretation.

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

9.4 Counterparts.

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

9.5 Integration; Amendment.

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

9.6 Severability.

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

9.7 Warranty & Representation of Non-Collusion.

No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "noninterests" pursuant to Government Code Sections 1091 or 1091.5. Contractor warrants and represents that it has not paid or given, and will not pay or give, to any third Party including, but not limited to, any City official, officer, or employee, any money, consideration, or

other thing of value as a result or consequence of obtaining or being awarded any agreement. Contractor further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third Party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Contractor is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

9.8 Corporate Authority.

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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

CITY OF SOUTH EL MONTE, a municipal corporation

Gloria Olmos, Mayor

ATTEST:

Donna G. Schwartz, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

Anthony R. Taylor, City Attorney

CONTRACTOR:

By: _____
Name:
Title:

By: _____
Name:
Title:

Address: _____

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

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

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

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

SIGNER IS REPRESENTING:

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

SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

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

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

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

SIGNER IS REPRESENTING:

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

SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT A
CONTRACTOR'S BID
[ATTACH]

EXHIBIT B
SPECIAL REQUIREMENTS
(Superseding and/or Additional Terms)

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

PERFORMANCE BOND

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

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

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

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

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

Executed on _____ 20____.

PRINCIPAL

(Seal if Corporation)

By _____

Title _____

(Attach Acknowledgment of Authorized Representative of Principal)

Any claims under this bond may be addressed to:

_____ (name and address of Surety)

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

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

(Attach Acknowledgment)

SURETY

By _____
(Attorney-in-Fact)

APPROVED:

(Attorney for CITY)

NOTICE:

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

PAYMENT BOND
(Labor and Material Bond)

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

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

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

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

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

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

Executed on _____, 20____.

PRINCIPAL

(Seal if Corporation)

By_____

Title_____

(Attach Acknowledgment of Authorized Representative of Principal)

Any claims under this bond may be addressed to:

_____ (name and address of Surety)

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

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

(Attach Acknowledgment)

SURETY

By_____
(Attorney-in-Fact)

APPROVED:

(Attorney for CITY)

NOTICE:

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

WORKERS COMPENSATION INSURANCE CERTIFICATE

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

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

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

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

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.

<u>TYPE OF COVERAGES TO WHICH THIS ENDORSEMENT ATTACHES</u>	<u>POLICY PERIOD FROM/TO</u>	<u>LIMITS OF LIABILITY</u>

11. Scheduled items or locations are to be identified on an attached sheet. The following inclusions relate to the above coverages. Includes:

- | | |
|--|--|
| ☐ Any Automobiles | ☐ Truckers Coverage |
| ☐ All Owned Automobiles | ☐ Motor Carrier Act |
| ☐ Non-owned Automobiles | ☐ Bus Regulatory Reform Act |
| ☐ Hired Automobiles | ☐ Public Livery Coverage |
| ☐ Scheduled Automobiles | ☐ _____ |
| ☐ Garage Coverage | ☐ _____ |

12. A ☐ deductible or ☐ self-insured retention (*check one*) of \$_____ applies to all coverage(s) except: _____(*if none, so state*). The deductible is applicable ☐ per claim or ☐ per occurrence (*check one*).

13. This is an ☐ occurrence or ☐ claims made policy (*check one*).

14. This endorsement is effective on _____ at 12:01 a.m. and forms a part of Policy Number _____.

(signatures on following page)

I, _____ (*print name*), hereby declare under penalty of perjury under the laws of the State of California, that I have the authority to bind the Company to this endorsement and that by my execution hereof, I do so bind the Company.

Executed _____, 20____

Signature of Authorized Representative

Telephone No.: (_____) _____

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

ADDITIONAL INSURED ENDORSEMENT EXCESS LIABILITY

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

Name and address of Insurance Company ("Company")

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

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

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

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

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

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

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

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

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

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

9. This endorsement and all notices given hereunder shall be sent to Public Agency at:

City Manager
City of South El Monte
1415 Santa Anita Avenue
South El Monte, California 91733

10. Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

TYPE OF COVERAGES TO WHICH
THIS ENDORSEMENT ATTACHES

POLICY PERIOD
FROM/TO

LIMITS OF
LIABILITY

☐ Following Form

☐ Umbrella Liability

☐ _____

11. Applicable underlying coverages:

INSURANCE COMPANY

POLICY NO.

AMOUNT

12. The following inclusions, exclusions, extensions or specific provisions relate to the above coverages: _____

13. A ☐ deductible or ☐ self-insured retention (*check one*) of \$ _____ applies to all coverage(s) except: _____
(if none, so state). The deductible is applicable ☐ per claim or ☐ per occurrence (*check one*).

14. This is an ☐ occurrence or ☐ claims made policy (*check one*).

15. This endorsement is effective on _____ at 12:01 a.m. and forms a part of Policy Number _____.

(signatures on following page)

I, _____ (*print name*), hereby
declare under penalty of perjury under the laws of the State of California, that I have the authority to bind the
Company to this endorsement and that by my execution hereof, I do so bind the Company.

Executed _____, 20 _____

Signature of Authorized Representative

Telephone No.: (_____) _____

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

GENERAL PROVISIONS

SECTION 0. GENERAL PROVISIONS DEFINED

0-1 STANDARD SPECIFICATIONS

All work shall be performed in accordance with the "Standard Specifications for Public Works Construction" (SSPWC), Latest Edition, "California Manual on Uniform Traffic Control Devices" (CA MUTCD), "Caltrans Standard Specifications", "Caltrans Standards", "Standard Plans for Public Work Construction", the General Provisions and these Special Provisions.

In case of conflict the more stringent requirement shall apply, except when the City makes an exception. The City has the right to make such exception at its discretion, and the contractor shall provide reasonable cost discount if the City decides to implement the lesser stringent option.

0-2 NUMBERING OF SECTIONS

The number of sections and subsections in these General Provisions are compatible with the numbering in the Standard Specifications.

0-3 SUPPLEMENTATION OF STANDARD SPECIFICATIONS

The Sections that follow supplement, but do not replace, the corresponding provisions in Part 1 (General Provisions) of the Standard Specifications, except as otherwise indicated herein. In the event of any conflict between the Standard Specifications and these General Provisions, these General Provisions shall control.

SECTION 1. GENERAL, TERMS, DEFINITIONS, ABBREVIATIONS, UNITS OF MEASURE, AND SYMBOLS

1-2 TERMS AND DEFINITIONS

Whenever in the Standard Specifications or in the Contract Documents the following terms are used, they shall be understood to mean the following:

Agency – The City of South El Monte.

Board – The City Council of the City of South El Monte.

Contract Documents – As defined in Standard Specifications Section 1-2, but also including these General Provisions.

Engineer – The City Engineer, acting either directly or through properly authorized agents. Such agents shall act within the scope of the particular duties entrusted to them.

Inspector – An authorized representative of the City, assigned by the City to make inspections of Work performed by or materials supplied by the Contractor.

Laboratory – A laboratory authorized by the City to test materials and Work involved in the Contract.

Notice of Completion – The notice authorized by Civil Code Section 9204.

Project – See Work.

Submittal – Any drawing, calculation, specification, product data, samples, manuals, requests for substitutes, spare parts, photographs, survey data, traffic control plans, record drawings, Bonds or similar items required to be submitted to the City under the terms of the Contract.

1-3.3 Institutions

The institutions listed in Section 1-3.3 of Part 1 of the Standard Specifications shall be supplemented by the list below:

<u>Abbreviation</u>	<u>Word or Words</u>
AAN	American Association of Nurserymen
AGCA.....	Associated General Contractors of America
APWA	American Public Works Association
CRSI	Concrete Reinforcing Steel Institute
CSI	Construction Specifications Institute
NEC	National Electric Code
NFPA	National Fire Protection Association
SSS.....	State of California Standard Specifications, Latest edition, Department of Transportation
SSP	State of California Standard Plans, Latest edition, Department of Transportation

1-7.2 CONTRACT BONDS

The Faithful Performance Bond shall remain in force until the date of recordation of the Notice of Completion and the end of all warranty periods set forth in the Contract Documents. The Material and Labor Bond shall remain in force until expiration of the time within which the California Labor Commissioner may serve a civil wage and penalty assessment against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1741, and until the expiration of the time within which a joint labor management committee may commence an action against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1771.2.

All Bonds must be submitted using the required forms, which are in the Contract Documents, or on any other form approved by the City Attorney.

SECTION 2. SCOPE OF THE WORK

Contractor shall perform, with its own organization (rather than with Subcontractors), Work amounting to at least fifty percent (50%) of the Contract Price.

2.2 PERMITS

Before starting any construction work, the Contractor will be required to obtain all necessary permits from the City, which may include obtaining a no fee encroachment permit for Work within the public right-of-way, as well as all other permits required from all other agencies. Should this

Project require construction of trenches or excavations which are five (5) feet or deeper and into which a person is required to descend, the Contractor shall obtain a Cal/OSHA permit and furnish the City with a copy before Work can commence on this Project. Contractor shall bear all cost for fees for all agencies except for the City's permit fees.

2.4 COOPERATION AND COLLATERAL WORK

The Contractor shall be responsible for coordinating all Work with the City's street sweeping, trash pick-up, and street maintenance contractors, emergency services departments, utility companies' crews, and others when necessary. Payment for conforming to these requirements shall be included in other items of Work, and no additional payment shall be made thereof.

2-5.4 Haul Routes

Subsection 2-5.4 of Part 1 of the Standard Specifications shall be deleted and replaced as follows:

The Contractor must obtain the City Engineer's approval before using any haul routes. Further detail requirements for haul traffic are delineated in the Special Provisions.

2-7 CHANGES INITIATED BY THE AGENCY

2-7.1 General.

The City reserves the right, without notice to the Surety, to increase or decrease the quantity of any item or portion of the Work described in the Contract Documents or to alter or omit portions of the Work so described, as may be deemed necessary or expedient by the City Engineer, without in any way making the Contract void. Such increases, alterations or decreases of Work shall be considered and treated as though originally contracted for, and shall be subject to all the terms, conditions and provisions of the original Contract. The Contractor shall not claim or bring suit for damages, whether for loss of profits or otherwise, on account of any decrease, alteration or omission of any kind of Work to be done.

2-8 EXTRA WORK

New and unforeseen work will be classified as Extra Work only when the Work is not covered and cannot be paid for under any of the various items or combination of items for which a Bid price appears on the Bid. The Contractor shall not do any Extra Work except upon written order from the City Engineer.

2-8.1 MARKUP

For extra work and change orders the following percentages shall apply:

a. LABOR COSTS

1. Labor markup for employer taxes standard federal/state rates: 10%
2. Labor markup for fringe benefits (if fringe benefits are not included in the labor cost: 15%)
3. Labor overhead markup: 10%

4. Profit markup: 10%

b. MATERIAL, EQUIPMENT, SUBCONTRACTOR COSTS

Only 5% markup by prime contractor will be allowed on materials, equipment and subcontractor costs. No other additional markups (overhead, profit, etc.) will be allowed.

c. After the total amount is established by adding the above items, an additional 2% markup for INSURANCE AND BONDING COSTS will be allowed.

The markups mentioned hereinafter shall include, but are not limited to, all costs for the services of superintendents, project managers, timekeepers and other personnel not working directly on the change order, and pickup or yard trucks used by the above personnel, and other vehicles and/or equipment present at the job site but not directly used in actual construction activities. Incidental movements of labor, materials, supplies or equipment shall not be considered as use in actual construction activities. These costs shall not be reported as labor or equipment elsewhere, except when actually performing work directly on the change order and then shall only be reported at the labor classification of the work performed.

SECTION 3. CONTROL OF THE WORK

3-1 ASSIGNMENT

Any purported assignment without written consent of the City shall be null, void, and of no effect, and the Contractor shall hold harmless, defend and indemnify the City and its officers, officials, employees, agents and representatives with respect to any claim, demand or action arising from or relating to any unauthorized assignment.

If the City opts to consent to assignment, the City's consent shall be contingent upon: (1) a letter from the Surety agreeing to the assignment and assigning all of the Bonds to the assignee without any reduction, or the assignee supplying all new Bonds in the amounts originally required under the Contract Documents; and (2) the assignee supplying all of the required insurance in the amounts required in the Contract Documents. Until the Surety assigns all of the Bonds or the assignee supplies all of the new Bonds, and until the assignee supplies all of the required insurance, an assignment otherwise consented to in writing by the City shall not be effective. Even if the City consents to assignment, no assignment shall relieve the Contractor of liability under the Contract.

3-5 INSPECTION

The Contractor shall arrange and pay for all off-site inspection of the Work required by any ordinance or governing authorities. The Contractor shall also arrange and pay for other inspections, including tests in connection therewith, as may be assigned or required.

3.7 CONTRACT DOCUMENTS

3-7.1 General

In addition to the requirements under Section 3-7.1 in the Standard Specifications, the Contractor shall maintain a control set of Plans and Specifications on the Project site at all times. All final locations determined in the field, and any deviations from the Plans and Specifications, shall be

marked in red on the control set to show the as-built conditions. This control set of Plans shall also be edited for all Addenda, Requests for Information, Change Orders, field changes not involving cost, and any other variation that occurred during construction. Upon completion of all Work, the Contractor shall return the control set to the City Engineer. Final payment will not be made until this requirement is met.

Where a work feature is shown on the drawings or identified in the Specifications but is not specifically indicated as an item in the Bid sheets, and there is no ambiguity regarding the requirement to construct, install, or construct and install that work feature, the Contractor is required to complete the work feature. All costs to the Contractor for constructing, installing, or both constructing and installing such a work feature shall be included in the Bid.

3-7.2 Precedence of the Contract Documents

With regard to Section 3-7.2 in the Standard Specifications, the General Provisions shall control over the Special Provisions, and the Notice Inviting Bids and Instructions to Bidders (in that order) shall control over the Bid, such that the order of precedence shall be as follows:

1. Permits issued by regulatory agencies with jurisdiction.
2. Change Orders and Supplemental Agreements, whichever occurs last.
3. Contract/Agreement.
4. Addenda.
5. Notice Inviting Bids.
6. Instructions to Bidders.
7. Bid/Proposal.
8. General Provisions.
9. Special Provisions.
10. Plans.
11. Standard Plans.
12. Standard Specifications.
13. Reference Specifications.

3-9 SUBSURFACE DATA

If the City or its consultants have made investigations of subsurface conditions in areas where the Work is to be performed, such investigations shall be deemed made only for the purpose of study and design. If a geotechnical or other report has been prepared for the Project, the Contractor may inspect the records pertaining to such investigations subject to and upon the conditions hereinafter set forth. The inspection of the records shall be made in the office of the City Engineer. It is the Contractor's sole responsibility to determine whether such investigations exist, and the City makes no affirmative or negative representation concerning the existence of such investigations.

The records of any such investigations are made available solely for the convenience of the Contractor. It is expressly understood and agreed that the City, the City Engineer, their agents, consultants or employees assume no responsibility whatsoever with respect to the sufficiency or accuracy of any investigations, the records thereof, and the interpretations set forth therein. No warranty or guarantee is expressed or implied that the conditions indicated by any such investigations or records are representative of those existing in the Project area. The Contractor agrees to make such independent investigations and examination as necessary to be satisfied of the conditions to be encountered in the performance of the Work.

The Contractor represents that it has studied the Plans, Specifications and other Contract Documents, and all surveys and investigation reports of subsurface and latent physical conditions, has made such additional surveys and investigations as necessary for the performance of the Work at the Contract Price in accordance with the requirements of the Contract Documents, and that it has correlated the results of all such data with the requirements of the Contract Documents. No claim of any kind shall be made or allowed for any error, omission or claimed error or omission, in whole or in part, of any geotechnical exploration or any other report or data furnished or not furnished by the City.

3-10 SURVEYING

3-10.1 General

The Contractor shall verify all dimensions on the drawings and shall report to the City any discrepancies before proceeding with related Work. The Contractor shall perform all survey and layout Work per the benchmark information on the Project Plans. All surveying Work must conform to the Professional Land Surveyors' Act (Business and Professions Code Section 8700 *et seq.*). All Project surveying notes and "cut-sheets" are to be provided to the City after the completion of each surveying activity and all final surveying notes shall be provided before final payment to the Contractor.

Construction stakes shall be set and stationed by Contractor at its expense. Unless otherwise indicated in the Special Provisions, surveying costs shall be included in the price of items bid. No separate payment will be made. Re-staking and replacement of construction survey markers damaged as a result of the Work, vandalism, or accident shall be at the Contractor's expense.

3-11 CONTRACT INFORMATION SIGNS

The names, addresses and specialties of the Contractor, Subcontractors, architects or engineers may not be displayed on any signage within the public right-of-way. This signage prohibition includes advertising banners hung from truck beds or other equipment.

3-12 WORKSITE MAINTENANCE

3-12.1 General.

Clean-up shall be done as Work progresses at the end of each day and thoroughly before weekends. The Contractor shall not allow the Work site to become littered with trash and waste material, but shall maintain the same in a neat and orderly condition throughout the construction operation. Materials which need to be disposed shall not be stored at the Project site, but shall be removed by the end of each Working Day. If the job site is not cleaned to the satisfaction of the City Engineer, the cleaning will be done or contracted by the City and shall be back-charged to the Contractor and deducted from the Contract Price.

The Contractor shall promptly remove from the vicinity of the completed Work, all rubbish, debris, unused materials, concrete forms, construction equipment, and temporary structures and facilities used during construction. Final acceptance of the Work by the City will be withheld until the Contractor has satisfactorily complied with the foregoing requirements for final clean-up of the Project site.

3.12.4 Storage of Equipment and Materials.

3-12.4.1 General

The Contractor shall make arrangements for storing its equipment and materials. The Contractor shall make its own arrangements for any necessary off-site storage or shop areas necessary for the proper execution of the Work. Approved areas within Work site may be used for temporary storage; however, the Contractor shall be responsible for obtaining any necessary permits from the City. In any case, the Contractor's equipment and personal vehicles of the Contractor's employees shall not be parked on the traveled way or on any section where traffic is restricted at any time.

The Contractor shall deliver, handle, and store materials in accordance with the manufacturer's written recommendations and by methods and means that will prevent damage, deterioration, and loss including theft. Delivery schedules shall be controlled to minimize long-term storage of products at the Project site and overcrowding of construction spaces. In particular, the Contractor shall provide delivery and installation coordination to ensure minimum holding or storage times for materials recognized to be flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other sources of loss.

Storage shall be arranged to provide access for inspection. The Contractor shall periodically inspect to assure materials are undamaged and are maintained under required conditions.

All costs associated with the clean-up and storage required to complete the Project shall be the sole responsibility of the Contractor.

3-12.4.2 Storage in Public Streets

The first sentence of Section 3-12.4.2 shall not be incorporated and shall instead be replaced with the following:

Construction materials and equipment shall not be stored in Streets, roads, or highways unless otherwise specified in the Special Provisions or approved by the City Engineer.

3-13 COMPLETION, ACCEPTANCE, AND WARRANTY

3-13.1 Completion.

The Contractor shall complete all Work under the Contract within **working days indicated in Section NIB - NOTICE INVITING BIDS.**

3-13.2 Acceptance

The Project will not be considered complete and ready for City Council direction to staff regarding recordation of the Notice of Completion until all required Work is completed, the Work site is cleaned up in accordance with Section 3-12 of Part 1 of the Standard Specifications and the Special Provisions, and all of the following items have been received by the City Engineer:

1. A form of Notice of Completion, with all information required by the California Civil Code;
2. All written guarantees and warranties;
3. All "as-builts";

4. Duplicate copies of all operating instructions and manufacturer's operating catalogs and data, together with such field instructions as necessary to fully instruct City personnel in correct operation and maintenance procedures for all equipment installed listed under the electrical, air conditioning, heating, ventilating and other trades. This data and instructions shall be furnished for all equipment requiring periodic adjustments, maintenance or other operation procedures.

The Contractor shall allow at least seven (7) Working Days' notice for final inspection. Such notice shall be submitted to the City Engineer in writing.

3-13.3 Warranty

For the purposes of the calculation of the start of the warranty period, the Work shall be deemed to be completed upon the date of recordation of the Notice of Completion. If that direction is contingent on the completion of any items remaining on a punchlist, the Work shall be deemed to be completed upon the date of the City Engineer's acceptance of the final item(s) on that punchlist.

The Contractor shall repair or replace defective materials and workmanship as required in this Section 3-13.3 at its own expense. Additionally, the Contractor agrees to defend, indemnify and hold the City harmless from claims of any kind arising from damage, injury or death due to such defects.

The parties agree that no certificate given shall be conclusive evidence of the faithful performance of the Contract, either in whole or in part, and that no payment shall be construed to be in acceptance of any defective Work or improper materials. Further, the certificate or final payment shall not terminate the Contractor's obligations under the warranty herein. The Contractor agrees that payment of the amount due under the Contract and the adjustments and payments due for any Work done in accordance with any alterations of the same, shall release the City, the City Council and its officers and employees from any and all claims or liability on account of Work performed under the Contract or any alteration thereof.

SECTION 4. CONTROL OF MATERIALS

4-1 GENERAL

The Contractor and all Subcontractors, suppliers, and vendors shall guarantee that the Work will meet all requirements of this Contract as to the quality of materials, equipment, and workmanship.

4-4 TESTING

Except as elsewhere specified, the City shall bear the cost of testing materials and workmanship that meet or exceed the requirements indicated in the Standard Specifications and the Special Provisions. The cost of all other tests, including the retesting of material or workmanship that fails to pass the first test, shall be borne by the Contractor.

4-6 TRADE NAMES

If the Contractor requests to substitute an equivalent item for a brand or trade name item, the burden of proof as to the comparative quality and suitability of alternative equipment or articles or materials shall be upon the Contractor, and the Contractor shall furnish, at its own expense, all information necessary or related thereto as required by the City Engineer. All requests for

substitution shall be submitted, together with all documentation necessary for the City Engineer to determine equivalence, no later than **Fifteen (15)** Days after the award of Contract, unless a different deadline is listed in the Special Provisions.

SECTION 5. LEGAL RELATIONS AND RESPONSIBILITIES

5-3 LABOR

5-3.1 Public Work

The Contractor acknowledges that the Project is a “public work” as defined in Labor Code Section 1720 *et seq.* (“Chapter 1”), and that this Project is subject to (a) Chapter 1, including without limitation Labor Code Section 1771 and (b) the rules and regulations established by the Director of Industrial Relations (“DIR”) implementing such statutes. The Contractor shall perform all Work on the Project as a public work. The Contractor shall comply with and be bound by all the terms, rules and regulations described in (a) and (b) as though set forth in full herein.

5-3.2 Copies of Wage Rates

Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Project are on file at City Hall and will be made available to any interested party on request. By initiating any Work, the Contractor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and the Contractor shall post such rates at each job site covered by these Contract Documents.

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

5-3.3 Payroll Records

The Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires the Contractor and each Subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform the City of the location of the records. The Contractor has ten (10) days in which to comply subsequent to receipt of a written notice requesting these records, or as a penalty to the City, the Contractor shall forfeit one hundred dollars (\$100) for each Day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.

5-3.4 Hours of Labor

The Contractor acknowledges that eight (8) hours labor constitutes a legal day's work. The Contractor shall comply with and be bound by Labor Code Section 1810. The Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for

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

5-3.5 Apprentices

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

5-3.6 Debarment or Suspension

The Contractor shall not perform Work with any Subcontractor that has been debarred or suspended pursuant to California Labor Code Section 1777.1 or any other federal or State law providing for the debarment of contractors from public works. The Contractor and Subcontractors shall not be debarred or suspended throughout the duration of this Contract pursuant to Labor Code Section 1777.1 or any other federal or State law providing for the debarment of contractors from public works. If the Contractor or any Subcontractor becomes debarred or suspended during the duration of the Project, the Contractor shall immediately notify the City.

5-3.7 Registration with the DIR

In accordance with Labor Code Sections 1725.5 and 1771.1, no contractor or subcontractor shall be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Section 1725.5.

5-3.8 Compliance Monitoring and Posting Job Sites

This Project is subject to compliance monitoring and enforcement by the DIR. The Contractor shall post job site notices, as prescribed by regulation.

5-3.9 Subcontractors

For every Subcontractor who will perform Work on the Project, the Contractor shall be responsible for such Subcontractor's compliance with Chapter 1 and Labor Code Sections 1860 and 3700, and the Contractor shall include in the written Contract between it and each Subcontractor a copy of the provisions in this Section 5-3 of the General Provisions and a requirement that each Subcontractor shall comply with those provisions. The Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure Subcontractor's compliance,

including without limitation, conducting a periodic review of the certified payroll records of the Subcontractor and upon becoming aware of the failure of the Subcontractor to pay its workers the specified prevailing rate of wages. The Contractor shall diligently take corrective action to halt or rectify any failure.

5-3.10 Prevailing Wage Indemnity

To the maximum extent permitted by law, the Contractor shall indemnify, hold harmless and defend (at the Contractor's expense with counsel reasonably acceptable to the City) the City, its officials, officers, employees, agents and independent contractors serving in the role of City officials, and volunteers from and against any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed in Section 5-3 of the General Provisions by any Person (including the Contractor, its Subcontractors, and each of their officials, officers, employees and agents) in connection with any Work undertaken or in connection with the Contract Documents, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses. All duties of the Contractor under this Section 5-3.10 shall survive expiration or termination of the Contract.

5-4 INSURANCE

5-4.1 General

The first paragraph of Section 5-4.1 of Part 1 of the Standard Specifications shall not be incorporated and shall instead be replaced with the following:

The Contractor shall provide and maintain insurance naming the City, its elected and appointed officials, officers, employees, attorneys, agents, designated volunteers, and independent contractors in the role of City officials as insureds or additional insureds regardless of any inconsistent statement in the policy or any subsequent endorsement whether liability is attributable to the Contractor or the City. The insurance provisions shall not be construed to limit the Contractor's indemnity obligations contained in the Contract. The City will not be liable for any accident, loss, or damage to the Work before completion, except as otherwise specified in Section 6-5.

5-4.2 General Liability Insurance

The Contractor shall at all times during the term of the Contract carry, maintain, and keep in full force and effect the insurance referenced in Section 5-4 of Part 1 of the Standard Specifications, as modified below.

5-4.2.1 Additional Insureds

The City, its elected and appointed officials, officers, employees, attorneys, agents, designated volunteers, and independent contractors in the role of City officials, shall be the insured or named as additional insureds covering the Work, regardless of any inconsistent statement in the policy or any subsequent endorsement, whether liability is attributable to the Contractor or the City.

5-4.2.2 No Limitation on Indemnity

The insurance provisions shall not be construed to limit the Contractor's indemnity obligations

contained in these Contract Documents.

5-4.2.3 Replacement Insurance

The Contractor agrees that it will not cancel, reduce or otherwise modify the insurance coverage. The Contractor agrees that if it does not keep the required insurance in full force and effect, and such insurance is available at a reasonable cost, the City may take out the necessary insurance and pay the premium thereon, and the repayment thereof shall be deemed an obligation of the Contractor and the cost of such insurance may be deducted, at the option of the City, from payments due the Contractor. This shall be in addition to all other legal options available to the City to enforce the insurance requirements.

5-4.2.4 Certificates of Insurance with Original Endorsements

The Contractor shall submit to the City certificates of insurance with the original endorsements, both of which reference the same policy number, for each of the insurance policies that meet the insurance requirements, not less than one (1) day before beginning of performance under the Contract. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Endorsements may be executed on the City's standard forms titled "Additional Insured Endorsement," copies of which are provided in the Contract Documents, or on any other form that contains substantially the same terms and is approved by the City's Risk Manager. In any case, the endorsements must specifically name the City of South El Monte and its elected and appointed officials, officers, employees, attorneys, agents, designated volunteers, and independent contractors in the role of City officials as insureds or additional insureds. Current insurance certificates and endorsements shall be kept on file with the City at all times during the term of this Contract. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

5-4.2.5 Subcontractors

The Contractor shall ensure all Subcontractors and their employees are listed as additional insureds on all of the Contractor's insurance.

5.7 SAFETY

5-7.8 Steel Plate Covers

5-7.8.1 General

The Contractor shall cover all openings, trenches and excavations at the end of each Work Day with steel plate covers.

Section 5-8 is hereby added to Section 1 of Part 1 of the Standard Specifications, as follows:

5-8 INDEMNIFICATION

5-8.1 Contractor's Duty

To the maximum extent permitted by law, the Contractor hereby agrees, at its sole cost and expense, to defend with competent defense counsel approved by the City Attorney, protect, indemnify, and hold harmless the City, its elected and appointed officials, officers, employees,

volunteers, attorneys, agents (including those City agents serving as independent contractors in the role of City representatives), successors, and assigns (collectively "Indemnitees") from and against any and all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, charges, obligations, damages, causes of action, proceedings, suits, losses, stop payment notices, judgments, fines, liens, penalties, liabilities, costs and expenses of every kind and nature whatsoever, in any manner arising out of, incident to, related to, in connection with or resulting from any act, failure to act, error or omission of the Contractor or any of its officers, agents, attorneys, servants, employees, Subcontractors, material suppliers or any of their officers, agents, servants or employees, and/or arising out of, incident to, related to, in connection with or resulting from any term, provision, image, plan, covenant, or condition in the Contract Documents; including, without limitation, the payment of all consequential damages, attorneys' fees, experts' fees, and other related costs and expenses (individually, a "Claim," or collectively, "Claims"). The Contractor shall promptly pay and satisfy any judgment, award or decree that may be rendered against any of the Indemnitees as to any such Claim. The Contractor shall reimburse Indemnitees for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. The Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Contractor or Indemnitees. This indemnity shall apply to all Claims regardless of whether any insurance policies are applicable or whether the Claim was caused in part or contributed to by an Indemnitee.

5-8.2 Civil Code Exception

Nothing in this Section 5-8 shall be construed to encompass Indemnitees' sole negligence or willful misconduct to the limited extent that the underlying Contract is subject to Civil Code Section 2782(a) or the City's active negligence to the limited extent that the underlying Contract Documents are subject to Civil Code Section 2782(b), provided such sole negligence, willful misconduct or active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction.

5-8.3 Nonwaiver of Rights

Indemnitees do not and shall not waive any rights that they may possess against the Contractor because the acceptance by the City, or the deposit with the City, of any insurance policy or certificate required pursuant to these Contract Documents. This indemnity provision is effective regardless of any prior, concurrent, or subsequent active or passive negligence by Indemnitees and shall operate to fully indemnify Indemnitees against any such negligence.

5-8.4 Waiver of Right of Subrogation

The Contractor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all Claims arising out of or incident to the activities or operations performed by or on behalf of the Contractor regardless of any prior, concurrent or subsequent active or passive negligence by Indemnitees.

5-8.5 Survival

The provisions of this Section 5-8 shall survive the term and termination of the Contract, are intended to be as broad and inclusive as is permitted by the law of the State, and are in addition to any other rights or remedies that Indemnitees may have under the law. Payment is not required

as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against the Contractor shall be conclusive in favor of the Indemnitee's right to recover under this indemnity provision.

SECTION 6. PROSECUTION AND PROGRESS OF THE WORK

6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK

6-1.1 Construction Schedule

One (1) week before the scheduled pre-construction meeting, the Contractor must submit to the City Engineer for review and approval the construction schedule required by the first paragraph of Section 6-1.1. The Contractor shall make revisions as required by the City Engineer. The schedule must account for all subcontract work, as well as the work of the Contractor, submittals, coordination with the other contractors performing concurrent work and the Traffic Control Plan. The Contractor shall update this Construction Schedule when directed by the City Engineer, or when:

a. A Change Order significantly affects the Contract completion date or the sequence of construction approach or activities; or

b. The actual sequence of the Work, or the planned sequence of the Work, is changed and does not conform to the Contractor's current accepted Project construction schedule.

The Contractor shall submit an updated construction schedule with its monthly invoice every month. Progress payments shall be contingent upon the receipt of monthly updated construction schedules.

6-1.1.1 Pre-Construction Conference

Within 15 days of issuance of Notice of Award, and before the commencement of Work at the site, a pre-construction conference will be held at the City and shall be attended by the Contractor's Project manager, its on-site field superintendent, and any Subcontractors that the Contractor deems appropriate. Attendance by Contractor and any Subcontractors designated is mandatory.

Contractor shall submit its twenty-four (24) hour emergency telephone numbers to the City Engineer for approval a minimum of two (2) Working Days before the pre-construction conference. Unless previously submitted to the City Engineer, the Contractor shall bring to the pre-construction conference copies of each of the following:

- 1) Construction Schedule.
- 2) Procurement schedule of major equipment and materials and items requiring long lead time.
- 3) Shop drawing/sample submittal schedule.
- 4) Preliminary schedule of values (lump sum price breakdown) for progress payment purposes.
- 5) Written designation of the on-site field superintendent and the Project manager. Both daytime and emergency telephone numbers shall be included in the written designation.

The purpose of the conference is to designate responsible personnel and establish a working relationship. The parties will discuss matters requiring coordination and establish procedures for handling such matters. The complete agenda will be furnished to the Contractor before the meeting date. The Contractor shall be prepared to discuss all of the items listed below.

- 1) The Contractor's construction schedule.
- 2) Notification of local residents before starting any Work and keeping them informed throughout the Project.
- 3) Procedures for transmittal, review, and distribution of the Contractor's submittals.
- 4) Processing applications for payment.
- 5) Maintaining record documents.
- 6) Critical Work sequencing.
- 7) Maintaining sewage service during construction, including proposed by-passes.
- 8) NPDES requirements, if any.
- 9) Field decisions and Change Orders.
- 10) Use of Project site, office and storage areas, security, housekeeping, and the City's needs.
- 11) Major equipment deliveries and priorities.
- 12) Traffic control.
- 13) Any other item that the City representative states is relevant to the meeting.

6-1.1.2 Weekly Progress Meetings

Progress meetings will be held each week during the course of the Project. The meeting location, day of the week and time of day will be mutually agreed to by the City and the Contractor. The Contractor shall provide a two (2) week "look ahead" schedule for each meeting. The construction manager will preside at these meetings and will prepare the meeting agenda, meeting minutes and will distribute minutes to all persons in attendance. As the Work progresses, if it is determined by agreement of the attendees, that weekly meetings are not necessary, the weekly progress meetings may be changed to bi-weekly progress meetings.

6-1.2 Commencement of the Work

The Contractor shall not begin any construction activity at the site before the issuance of the Notice to Proceed. Any Work that is done by the Contractor in advance of the Notice to Proceed shall be considered as being done at the Contractor's own risk and responsibility, and as a consequence will be subject to rejection.

Section 6-1.3 is hereby added to Section 6 of Part 1 of the Standard Specifications, as follows:

6-1.3 Working Days And Hours

The Contractor shall do all Work between the hours of 8:30 a.m. to 4:30 p.m., Monday through Friday. No Work will be allowed on Saturday, Sunday, or City holidays, which are as follows:

- New Year's Day
- Martin Luther King Jr. Day
- Presidents' Day
- Memorial Day
- Independence Day
- Labor Day

- Veterans Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve
- Christmas Day

In addition, no Work will be allowed on any special election Day that may be declared. Should a special election Day be declared, a time extension of one (1) Working Day will be granted for each such Day.

A permit may have other hours or Days for the Contractor to do the Work, and those hours and Days shall supersede any hours and Days written in this Section.

Whenever the Contractor is permitted or directed to perform night Work or to vary the period during which Work is performed during the Working Day, the Contractor shall give twelve (12) hours' notice to the City Engineer so that inspection may be provided. A charge may be made to the Contractor for approved overtime or weekend inspections requested by the Contractor.

6-4 DELAYS AND EXTENSIONS OF TIME

6-4.1 General.

Unless otherwise agreed in writing, an adjustment to the Contract time by reason of a Change Order shall be agreed to at the time the Change Order is issued and accepted by Contractor. If the Change Order does not reserve the right of the parties, or either of them, to seek an adjustment to the Contract time, then the parties forever relinquish and waive such right and there shall be no further adjustments to the Contract time.

6-4.2 Extensions of Time

In the event it is deemed appropriate by the City to extend the time for completion of the Work, any such extension shall not release any guarantee for the Work required by the Contract Documents, nor shall any such extension of time relieve or release the Sureties on the Bonds executed. In executing such Bonds, the Sureties shall be deemed to have expressly agreed to any such extensions of time. The amount of time allowed by an extension of time shall be limited to the period of the delay giving rise to the same as determined by the City. Notwithstanding any dispute which may arise in connection with a claim for adjustment of the Contract time, the Contractor shall promptly proceed with the Work.

6-4.3 Payment for Delays

Notwithstanding any other terms and conditions of the Contract Documents, the City shall have no obligation whatsoever to increase the Contract Price or extend the time for delays.

Unless compensation and/or markup is agreed upon by the City, the Contractor agrees that no payment of compensation of any kind shall be made to the Contractor for damages or increased overhead costs caused by any delays in the progress of the Contract, whether such delays are avoidable or unavoidable or caused by any act or omission of the City or its agents. Any accepted delay claim shall be fully compensated for by an extension of time to complete the performance of the Work.

This Section shall not apply to compensable delays caused solely by the City. If a compensable delay is caused solely by the City, the Contractor shall be entitled to a Change Order that: (1) extends the time for completion of the Contract by the amount of delay caused by the City; and (2) provides equitable adjustment, as determined by the City, to the Contractor.

6-8 TERMINATION OF THE CONTRACT FOR CONVENIENCE

The following sentence is added to Section 6-8:

In no event (including termination for impossibility or impracticability, due to conditions or events beyond the control of the City, for any other reason or for no reason) shall the total amount of money to Contractor exceed the amount which would have been paid to Contractor for the full performance of the services described in the Contract.

6-9 LIQUIDATED DAMAGES

For the purposes of the calculation of the start of the liquidated damages, the Work shall be deemed to be completed when the same has been completed in accordance with the Plans and Specifications therefor and to the satisfaction of the City Engineer, and the City Engineer has certified such completion in accordance with Section 3-13.1 of Part 1 of the Standard Specifications.

SECTION 7. MEASUREMENT AND PAYMENT

7.3 PAYMENT

7.3.1 General

The Contract Price shall constitute full compensation for all labor, equipment, materials, tools and incidentals required to complete the Project as outlined in these Contract Documents and as directed by the City Engineer. In accordance with Public Contract Code Section 7107, if no claims have been filed and are still pending, the amount deducted from the final estimate and retained by the City will be paid to the Contractor except such amounts as are required by law to be withheld by properly executed and filed notices to stop payment, or as may be withheld for any other lawful purposes.

7-3.2 Partial and Final Payment

7-3.2.1 Monthly Closure Date and Invoice Date

For purposes of Section 7-3.2, the monthly closure date shall be the last Day of each month. A measurement of Work performed and a progress estimate of the value thereof based on the Contract and of the monthly payment shall be prepared by the Contractor and submitted to the City Engineer before the tenth (10th) Day of the following month for verification and payment consideration.

7-3.2.2 Payments

The City shall make payments within thirty (30) Days after receipt of the Contractor's undisputed and properly submitted payment request, including an updated construction schedule pursuant to Section 6-1.1 of the General Provisions. The City shall return to the Contractor any payment

request determined not to be a proper payment request as soon as practicable, but not later than seven (7) Days after receipt, and shall explain in writing the reasons why the payment request is not proper.

7-3.2.3 Retention

The City shall withhold not less than five percent (5%) from each progress payment. However, at any time after fifty percent (50%) of the Work has been completed, if the City Council finds that satisfactory progress is being made, it may, at its discretion, make any of the remaining progress payments in full for actual Work completed. The City shall withhold not less than five percent (5%) of the Contract Price from the Final Payment Amount (defined in Section 7-3.2.4) until at least thirty-five (35) days after recordation of the Notice of Completion, or recordation of a notice of completion or cessation, but not later than the period permitted by Public Contract Code Section 7107.

7-3.2.4 Final Invoice and Payment

Whenever the Contractor shall have completely performed the Contract in the opinion of the City Engineer, the City Engineer shall notify the City Clerk that the Contract has been completed in its entirety. The Contractor shall then submit to the City Engineer a written statement of the final quantities of Contract items for inclusion in the final invoice. Upon receipt of such statement, the City Engineer shall check the quantities included therein and shall authorize a payment amount, which in the City Engineer's opinion shall be just and fair, covering the value of the total amount of Work done by the Contractor, less all previous payments and all amounts to be retained under the provisions of the Contract Documents ("Final Payment Amount"). The City Engineer shall then request that the City accept the Work and that the City Clerk be authorized to file, on behalf of the City in the office of the County Recorder, a Notice of Completion of the Work herein agreed to be done by the Contractor. In addition, the final payment will not be released until the Contractor returns the control set of Plans and Specifications showing the redlined as-built conditions.

7-3.2.5 Substitute Security

In accordance with Public Contract Code Section 22300, the Contractor may request that it be permitted to substitute securities in lieu of having retention withheld by the City from progress payments when such payments become due or, in the alternative, the Contractor may request that the City make payments of earned retentions directly to an agreed upon designated escrow agent at the Contractor's expense. If the Contractor selects either one of these alternatives, the following shall control.

7.3.2.5.1 Substitution of Securities for Performance Retention

At some reasonable time before any progress payment would otherwise be due and payable to the Contractor in the performance of Work under these Contract Documents, the Contractor may submit a request to the City in writing to permit the substitution of retentions with securities equivalent to the amount estimated by the City ("estimated amount of retention") to be withheld. The Contractor shall deposit such securities with the City or may, in the alternative, deposit such securities in escrow with a State or federally chartered bank in California, as the escrow agent, at the Contractor's expense. Such securities will be the equivalent or greater in value of the estimated amount of retention. If the Contract is modified by written Modifications or Change Orders or the Contractor otherwise becomes entitled to receive an amount more than the Contract

Price at the time the securities are deposited, the Contractor shall, at the request of the City, deposit with the City or escrow agent, whichever is applicable, additional securities within a reasonable time so that the amount of securities on deposit with the City or escrow agent is equivalent or greater in value than the amount of retention the City would otherwise be entitled to withhold from progress payments due or to become due to the Contractor as the Work progresses. The City shall withhold any retention amount that exceeds the security amount until the additional securities are deposited and, if the deposit is with an escrow agent, the City has confirmation from that escrow agent of the new total value of securities. Upon satisfactory completion of the Contract, which shall mean, among other things, that the City is not otherwise entitled to retain proceeds from progress payments as elsewhere provided in the Contract or under applicable law, the securities shall be returned to the Contractor. The City shall, within its sole discretion, determine whether the amount of the securities on deposit with the City or escrow agent is equal to or greater than the amount of estimated retention of progress payments that could otherwise be held by the City if the Contractor had not elected to substitute same with securities.

7-3.2.5.2 Deposit of Retention Proceeds with an Escrow Agent

As an alternative to the substitution of securities, as provided above, or the City otherwise retaining and holding retention proceeds from progress payments, the Contractor may request the City to make payments of retentions earned directly to an escrow agent with the same qualifications as required in Section 7-3.2.5.1 above and at the expense of the Contractor. At its sole expense, the Contractor may direct the investment of such retention payments into only such securities as mentioned in Section 7-3.2.5.4 below and shall be entitled to interest earned on such investments on the same terms provided for securities deposited by the Contractor. Upon satisfactory completion of the Contract, which shall mean when the City would not otherwise be entitled to withhold retention proceeds from progress payments had the Contractor not elected to have such proceeds deposited into escrow, the Contractor shall be allowed to receive from the escrow agent all securities, interest and payments deposited into escrow pursuant to the terms of this Section. The Contractor shall pay to each Subcontractor, not later than ten (10) Days of receipt of payment, the respective amount of interest earned, net of costs attributed to retention withheld from each Subcontractor, on the amount withheld to ensure performance of the Contractor.

7-3.2.5.3 Subcontractor Entitlement to Interest

If the Contractor elects to receive interest on any moneys withheld in retention by the City, then the Subcontractor shall receive the identical rate of interest received by the Contractor on any retention moneys withheld from the Subcontractor by the Contractor, less any actual pro rata costs associated with administering and calculating that interest. In the event that the interest rate is a fluctuating rate, the rate for the Subcontractor shall be determined by calculating the interest rate paid during the time that retentions were withheld from the Subcontractor. If the Contractor elects to substitute securities in lieu of retention, then, by mutual consent of the Contractor and the Subcontractor, the Subcontractor may substitute securities in exchange for the release of moneys held in retention by the Contractor. The Contractor shall pay each Subcontractor, not later than ten (10) Days after receipt of escrow moneys, the amount owed to each Subcontractor from the moneys plus the respective amount of interest earned, net of costs attributed to the retention held from each Subcontractor, on the amount of retention withheld to ensure performance of the Subcontractor.

7-3.2.5.4 Securities Eligible for Investment

Securities eligible for investment shall include those listed in Government Code Section 16430, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed upon between the Contractor and the City. The Contractor shall be the beneficial owner of any securities substituted for any monies withheld and shall receive any interest thereon.

7-3.2.5.5 Escrow Agreement for Security Deposits in Lieu of Retention

The escrow agreement that shall be used for the deposit of securities in lieu of retention shall substantially conform to the form prescribed in Public Contract Code Section 22300(f).

7-3.2.5.6 Inconsistencies with Prevailing Statutory Requirements

If there is any inconsistency between or differences in Public Contract Code Section 22300 and the terms of this provision, or any future amendments thereto, Section 22300 shall control.

Section 7-3.9 is hereby added to Section 7-3 of Part 1 of the Standard Specifications, as follows:

7-3.9 AUDIT

The City or its representative shall have the option of inspecting and/or auditing all records and other written materials used by the Contractor in preparing its billings to the City as a condition precedent to any payment to the Contractor or in response to a construction claim or a Public Records Act (Government Code Section 6250 *et seq.*) request. The Contractor will promptly furnish documents requested by the City at no cost. Additionally, the Contractor shall be subject to State Auditor examination and audit at the request of the City or as part of any audit of the City, for a period of three (3) years after final payment under the Contract. The Contractor shall include a copy of this Section 7-3.9 in all contracts with its Subcontractors, and the Contractor shall be responsible for immediately obtaining those records or other written material from its Subcontractors upon a request by the State Auditor or the City. If the Project includes other auditing requirements, those additional requirements will be listed in the Special Provisions.

SECTION 8 FACILITIES FOR AGENCY PERSONNEL

8-1 General

No field offices for City personnel shall be required; however, City personnel shall have the right to enter upon the Project at all times and shall be admitted to the offices of the Contractor to use the telephone, desk and sanitary facilities provided by the Contractor for its own personnel.

Section 9 is hereby added to Part 1 of the Standard Specifications, as follows:

SECTION 9. ADDITIONAL TERMS

9-1 NONDISCRIMINATORY EMPLOYMENT

The Contractor shall not unlawfully discriminate against any individual based on race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation or military and veteran status. The Contractor understands and agrees that it is bound by and will comply with the nondiscrimination mandates of all statutes and local ordinances and

regulations.

9-3 CONTRACTOR'S RESPONSIBILITY FOR WORK

Until the final acceptance of the Work by the City Council in accordance with Section 3-13.2 of the General Provisions, the Contractor shall have the charge and care thereof and shall bear the risk of injury or damage to any part of the Work by the action of the elements, criminal acts, or any other cause. The Contractor shall rebuild, repair, restore and make good all injuries or damages to any portion of the Work occasioned by any cause before its completion and acceptance and shall bear the expense thereof, except for such injuries or damages arising from the sole negligence or willful misconduct of the City, its officers, agents or employees. In the case of suspension of Work from any cause whatever, the Contractor shall be responsible for all materials and the protection of Work already completed, shall properly store and protect them if necessary, and shall provide suitable drainage and erect temporary structures where necessary.

9-4 PROCEDURE IN CASE OF DAMAGE TO PUBLIC PROPERTY

Any portions of curb, gutter, sidewalk or any other City improvement damaged by the Contractor during the course of construction shall be replaced by the Contractor at its own cost. The cost of additional replacement of curb, gutter or sidewalk in excess of the estimated quantities shown in the Bid form and Specifications, and found necessary during the process of construction (but not due to damage resulting from carelessness on the part of the Contractor during its operation), shall be paid to the Contractor at the unit prices submitted in his or her Bid.

9-5 REMOVAL OF INTERFERING OBSTRUCTIONS

The Contractor shall remove and dispose of all debris, abandoned structures, tree roots and obstructions of any character encountered during the process of excavation. It is understood that the cost of any such removals are made a part of the unit price bid by the Contractor under the item for excavation or removal of existing Work.

9-6 SOILS ENGINEERING AND TESTING

A certified materials testing firm may be retained by the City to perform materials tests during the Contractor's entire operation to ascertain compliance with the Contract requirements. The City shall be responsible for the first series of tests. If the initial tests do not meet the Contract requirements, the Contractor shall bear the cost of all subsequent tests.

If the City requires other tests or more specific requirements for testing regarding this Project, those details will be included in the Special Provisions.

9-7 ACCESS TO PRIVATE PROPERTY

Unless otherwise stated in the Special Provisions, the Contractor shall be responsible for all fees and costs associated with securing permission to access private property for any portion of the Project.

9-9 CLAIM DISPUTE RESOLUTION

In the event of any dispute or controversy with the City over any matter whatsoever, the Contractor shall not cause any delay or cessation in or of Work, but shall proceed with the performance of

the Work in dispute. The Contractor shall retain any and all rights provided that pertain to the resolution of disputes and protests between the parties. The Disputed Work will be categorized as an “unresolved dispute” and payment, if any, shall be as later determined by mutual agreement or a court of law. The Contractor shall keep accurate, detailed records of all Disputed Work, claims and other disputed matters.

All claims arising out of or related to the Contract Documents or this Project, and the consideration and payment of such claims, are subject to the Government Claims Act (Government Code Section 810 et seq.) with regard to filing claims. All such claims are also subject to Public Contract Code Section 9204 and Public Contract Code Section 20104 et seq. (Article 1.5), where applicable. This Contract hereby incorporates those provisions as through fully set forth herein. Thus, the Contractor or any Subcontractor must file a claim in accordance with the Government Claims Act as a prerequisite to filing a construction claim in compliance with Section 9204 and Article 1.5 (if applicable), and must then adhere to Section 9204 and Article 1.5 (as applicable), pursuant to the definition of “claim” as individually defined therein.

9-10 THIRD PARTY CLAIMS

The City shall have full authority to compromise or otherwise settle any claim relating to the Project at any time. The City shall timely notify the Contractor of the receipt of any third-party claim relating to the Project. The City shall be entitled to recover its reasonable costs incurred in providing this notice.

9-11 COMPLIANCE WITH LAWS

The Contractor shall comply with all applicable federal, State and local laws, ordinances, codes and regulations in force at the time the Contractor performs pursuant to the Contract Documents.

9-12 CONTRACTOR'S REPRESENTATIONS

By signing the Contract, the Contractor represents, covenants, agrees, and declares under penalty of perjury under the laws of the State of California that: (a) the Contractor is licensed, qualified, and capable of furnishing the labor, materials, and expertise necessary to perform the services in accordance with the terms and conditions set forth in the Contract Documents; (b) there are no obligations, commitments, or impediments of any kind that will limit or prevent its full performance under the Contract Documents; (c) there is no litigation pending against the Contractor that could adversely affect its performance of the Contract, and the Contractor is not the subject of any criminal investigation or proceeding; and (d) to the Contractor's actual knowledge, neither the Contractor nor its personnel have been convicted of a felony.

9-13 CONFLICTS OF INTEREST

The Contractor agrees not to accept any employment or representation during the term of the Contract or within twelve (12) months after acceptance as defined in Section 3-13.2 of the General Provisions that is or may likely make the Contractor “financially interested,” as provided in Government Code Sections 1090 and 87100, in any decisions made by the City on any matter in connection with which the Contractor has been retained pursuant to the Contract Documents.

9-14 APPLICABLE LAW

The validity, interpretation, and performance of these Contract Documents shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to the Contract shall be in the Superior Court with geographic jurisdiction over the City.

9-15 TIME

Time is of the essence in these Contract Documents.

9-16 INDEPENDENT CONTRACTOR

The Contractor and Subcontractors shall at all times remain, as to the City, wholly independent contractors. Neither the City nor any of its officials, officers, employees or agents shall have control over the conduct of the Contractor, Subcontractors, or any of their officers, employees, or agents, except as herein set forth, and the Contractor and Subcontractors are free to dispose of all portions of their time and activities that they are not obligated to devote to the City in such a manner and to such Persons that the Contractor or Subcontractors wish except as expressly provided in these Contract Documents. The Contractor and Subcontractors shall have no power to incur any debt, obligation, or liability on behalf of the City, bind the City in any manner, or otherwise act on behalf of the City as agents. The Contractor and Subcontractors shall not, at any time or in any manner, represent that they or any of their agents, servants or employees, are in any manner agents, servants or employees of the City. The Contractor and Subcontractors agree to pay all required taxes on amounts paid to them under the Contract, and to indemnify and hold the City harmless from any and all taxes, assessments, penalties, and interest asserted against the City by reason of the independent contractor relationship created by the Contract Documents. The Contractor shall include this provision in all contracts with all Subcontractors.

9-17 CONSTRUCTION

In the event of any asserted ambiguity in, or dispute regarding the interpretation of any matter herein, the interpretation of these Contract Documents shall not be resolved by any rules of interpretation providing for interpretation against the party who causes the uncertainty to exist or against the party who drafted the Contract Documents or who drafted that portion of the Contract Documents.

9-18 NON-WAIVER OF TERMS, RIGHTS AND REMEDIES

Waiver by either party of any one (1) or more of the conditions of performance under these Contract Documents shall not be a waiver of any other condition of performance under these Contract Documents. In no event shall the making by the City of any payment to the Contractor constitute or be construed as a waiver by the City of any breach of covenant, or any default that may then exist on the part of the Contractor, and the making of any such payment by the City shall in no way impair or prejudice any right or remedy available to the City with regard to such breach or default.

9-19 TERM

The Contract is effective as of the Effective Date listed, and shall remain in full force and effect until the Contractor has fully rendered the services required by the Contract Documents or the Contract has been otherwise terminated by the City. However, some provisions may survive the term listed within this Section, as stated in those provisions.

9-20 NOTICE

Except as otherwise required by law, any notice or other communication authorized or required by these Contract Documents shall be in writing and shall be deemed received on (a) the day of delivery if delivered by hand or overnight courier service during the City's regular business hours or (b) on the third (3rd) business day following deposit in the United States mail, postage prepaid, to the addresses listed on the Contractor's Bid and City Hall, or at such other address as one party may notify the other.

9-21 SEVERABILITY

If any term or portion of these Contract Documents is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of these Contract Documents shall continue in full force and effect.

SPECIAL PROVISIONS

A. GENERAL

The Sections that follow supplement, but do not replace, the corresponding provisions in Part 4 (Existing Improvements) of the Standard Specifications, except as otherwise indicated herein. In the event of any conflict between the Standard Specifications and these Special Provisions, these Special Provisions shall control.

SECTION 400 - PROTECTION AND RESTORATION

400-1 GENERAL

All costs to the Contractor for protecting, removing, restoring, relocating, repairing, replacing, or reestablishing existing improvements shall be included in the Bid.

SECTION 402 - UTILITIES

402-1 LOCATION

The location and existence of any underground Utility or substructure has not been obtained. The methods used and costs involved to locate existing elements, points of connection and all construction methods are the Contractor's sole responsibility. Accuracy of information furnished, as to existing conditions, is not guaranteed by the City. The Contractor, at its sole expense, must make all investigations necessary to determine locations of existing elements, which may include contacting Underground Service Alert and other private underground locating firm(s), utilizing specialized locating equipment, hand trenching, or both. For every Dig Alert Identification Number issued by Underground Service Alert during the course of the Project, the Contractor must submit to the City the following form. The Contractor shall be responsible for preserving the integrity of the existing underground utilities at the site.

UNDERGROUND SERVICE ALERT IDENTIFICATION NUMBER FORM

No excavation will be permitted until this form is completed and returned to the City.

Government Code Section 4216 *et seq.* requires a Dig Alert Identification Number to be issued before a permit to excavate will be valid.

To obtain a Dig Alert Identification Number, call Underground Service Alert at **811** a minimum of three (3) Working Days before scheduled excavation. For best response, provide as much notice as possible up to ten (10) Working Days.

Dig Alert Identification Number: _____

Dated: _____

("CONTRACTOR")

By: _____

Printed Name: _____

Title: _____

By: _____

Printed Name: _____

Title: _____

Note: This form is required for every Dig Alert Identification Number issued by Underground Service during the course of the Work. Additional forms may be obtained from the City upon request.

402-1.3 Entry by Utility Owners

The right is reserved to the owners of public Utilities or franchises to enter the Project site for the purpose of making repairs or changes in their property that may be necessary as a result of the Work as well as any other reason authorized by the City. When the Contract Documents provide for the Utility owners to alter, relocate or reconstruct a Utility, or when the Contract Documents are silent in this regard and it is determined by the City Engineer that the Utility owners must alter, relocate or reconstruct a Utility, the Contractor shall schedule and allow adequate time for those alterations, relocations or reconstructions by the respective Utility owners. City employees and agents shall likewise have the right to enter upon the Project site at any time and for any reason or no reason at all.

402-2 PROTECTION

If Contractor damages or breaks the Utilities, it will be the Contractor's responsibility to repair the Utility at no cost to the Utility or the City.

402-3 REMOVAL

Facilities encountered during the prosecution of the Work that are determined to be abandoned shall be removed by the Contractor as required for the Work, unless directed otherwise by the City Engineer. The remaining portion of the existing Utility which is left in place shall be accurately recorded, in elevation and plan, on the control set of Contract Drawings.

402-4 RELOCATION

The Contractor shall cooperate fully with all Utility forces of the City or forces of other public or private agencies engaged in the relocation, altering, or otherwise rearranging of any facilities that interfere with the progress of the Work. The Contractor shall schedule the Work so as to minimize interference with the relocation, altering, or other rearranging of facilities.

402-6 COOPERATION

The Contractor's attention is directed to the fact that Work may be conducted at or adjacent to the site by other contractors during the performance of the Work under this Contract. The Contractor shall conduct its operations so as to cause a minimum of interference with the work of such other contractors, and shall cooperate fully with such contractors to provide continued safe access to their respective portions of the site, as required to perform work under their respective contracts. Compensation for compliance shall be included in the various items of the Work, and no additional compensation shall be allowed therefor.

402-7 NOTIFICATION

The Contractor shall notify the City Engineer and the owners of all Utilities and substructures not less than forty-eight (48) hours before starting construction. The following list of names and telephone numbers is intended for the convenience of the Contractor and is not guaranteed to be complete or accurate:

San Gabriel Valley Water Company
Luis Montenegro

(626)448-6183

Southern California Gas Company Ryan Lopez	(714) 634-5067
Southern California Gas Company (Transmission) Rosalyn Squires	(818) 701-4548
Time Warner Cable Jeff Flaco	(626) 855-3340
AT&T – Distribution Construction Engineering	(510) 645-2929
Athens Service (Trash Collection) Customer Service	(888) 336-6100
Underground Service Alert	811

B. TECHNICAL SPECIFICATIONS

A. GENERAL

1. The Contractor shall obtain a no-fee Construction Permit before commencing construction from the City.

The Contractor shall take note that working at Rosemead Blvd, Contractor is responsible to obtain double rider permit from Caltrans, and meet all requirements and pay any permit fees to Caltrans, as required. The cost for required traffic control and permit requirements per Caltrans is included in various bid items, and no additional compensation will be allowed.

2. Scope of the Work covered by Contract Documents:

Furnish all labor, materials and equipment for the City of South El Monte sidewalk installation project. Work includes but not limited to construction of new PCC sidewalk and preparation of existing dirt/native by scarifying to 6" depth and recompacting to 90% relative compaction.

3. The Contractor shall accept the site and the character of the work as they exist on the first day of work under this contract.

4. Limits of Work:

Limits of work shall be the legal property boundaries of the project site unless modified by Contract limit lines indicated on the plans or as noted otherwise.

Prior to commencing work on any area, the Contractor shall verify and coordinate them with the Engineer to ascertain the actual limits of work.

5. Project Schedule

The Contractor shall submit a Construction Schedule to City Engineer prior to beginning construction. No work may be started until a Notice to Proceed is issued by the City. A Notice to Proceed shall not be issued until the Schedule has been approved in writing. The work shall be scheduled to assure that construction will be completed within the specified time. The Contractor shall be held responsible for coordination of all phases of the operation so that the time schedule can be met.

The Contractor shall provide to the City all required contract bonds and evidences of insurance prior to the issuance of "Notice to Proceed" by the City.

If the Contractor desires to make a major change in its method or operations after commencing construction or if its Schedule fails to reflect the actual progress, the Contractor shall submit to City Engineer a revised Construction Schedule. Said Schedule shall be submitted in advance of beginning revised operations or within two (2) working days after notification by the City Engineer. City Engineer may suspend all progress payments if the Contractor fails to comply.

6. Notice to Proceed

The Contractor shall not commence work until a Notice to Proceed has been issued by the City to the Contractor.

Prior to the issuance of Notice to Proceed the Contractor shall provide the following:

- a. The Contractor shall provide all required contract bonds and evidences of insurance to the City;
- b. The Contractor shall submit a Construction Schedule to City Engineer;
- c. Obtain a no-fee Construction Permit from the City
- d. Obtain an double rider permit from Caltrans for work at Rosemead Blvd. Contractor shall pay any necessary fees to obtain this permit.

Notwithstanding any other provisions of the Contract, the Contractor shall not be obligated to perform any work and the City shall not be obligated to accept or pay for any work performed by the Contractor prior to delivery of a Notice to Proceed. The City's knowledge of work being performed prior to delivery of the Notice to Proceed shall not obligate the City to accept or pay for such work.

The construction date shall begin within 10 days after "Notice to Proceed" is issued by the City to the Contractor.

7. Contract Time

The date construction shall begin will be specified in a Notice to Proceed, by the date indicated in the construction schedule in INSTRUCTIONS TO BIDDERS SECTION of these specifications.

Working hours are between 7:30 a.m. and 5:00 p.m. Monday through Friday, excluding legal holidays and weekends.

During periods when weather or other conditions are unfavorable for construction, the Contractor shall pursue only such portions of the work as shall not be damaged thereby.

No portions of the work whose acceptable quality or efficiency will be affected by any unfavorable conditions shall be constructed while those conditions exist. It is expressly understood and agreed by and between the Contractor and the City that the Contract time for completion of the work described herein is a reasonable time taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work.

8. Delay in Obtaining Materials:

No extension of time will be granted for a delay caused by the inability to obtain materials unless the Contractor either obtains advance written approval from City Engineer or obtains from the supplier and furnishes to the Engineer documentary proof that such materials could not be obtained due to war, government regulations, labor disputes, strikes, fires, floods, adverse weather conditions necessitating the cessation of work, or other similar action of the elements. The Contractor is required to order materials in a timely manner as specified in the "Instruction to Bidders".

9. Contract Documents

The Contractor shall maintain at the job site one (1) set of Contract Documents to include Plans & Specifications, Standard Plans, and Standard Specifications for Public Works Construction. At the end of each working day, the Contractor shall submit to the Inspector an accurate "as-built" drawing of any changes that occurred from the approved plans and drawings, including Change Order work, changed conditions in the field, and/or claimed extra work. The Contractor shall be responsible to obtain the Inspector's written approval of the accuracy of said drawing. No invoice will be accepted for processing until all work included therein is accurately shown on the record drawings.

10. It shall be the Contractor's responsibility to completely remove all "construction graffiti" (spray paint or other marking for utilities, survey points and construction limits) prior to acceptance of the work as completed.

11. All cost for complying with the requirements of this section shall be included in the various items of the bidding schedule unless specified otherwise.

B. CONSTRUCTION STAKING:

1. The Contractor shall be responsible for construction staking.
2. Unless otherwise provided in the special provision, lines and grades for the construction shall be the responsibility of the contractor, with the following provisions:

Unless directed otherwise during construction by the City Engineer, all work under this contract shall be built in accordance with the existing street lines and grades. Field survey for establishing these, and for the control of construction, shall be the responsibility of the Contractor. All such survey work including construction staking shall be done on all items ordinarily requiring grade and alignment, at intervals normally accepted by the agencies and trade involved.

3. All Survey Monuments such as centerline monuments and Bench Marks removed and/or altered during the construction shall be reset and certified "corner records" shall be

submitted by the Land Surveyor, to the Engineer prior to the final acceptance of the construction.

4. Payment for surveying, construction staking, setting of the Survey Monuments and Bench Marks, preparing corner records, professional services, office and field calculations, furnishing all labor, materials, equipment, tools and incidentals, and for doing all the work involved, shall be considered as included in the items of work for which the surveying work is performed, and no additional compensation will be allowed.

C. MATERIALS:

1. Material Specifications:

Whenever any material is specified by name and number thereof, such specifications shall be deemed to be used for the purpose of facilitating a description of the materials and establishing the quality of the materials to be used. All materials shall be new and the best of their class and kind. No substitution will be permitted which has not been approved in writing by the Engineer.

2. Material List:

3. A complete material list shall be submitted prior to performing any work. Catalog data and full descriptive literature and manufacturer's specifications and installation instructions shall be submitted whenever the use of items different than those specified is requested.
4. The material list shall be submitted using the following sample layout (double spaced between each item).

Item No.	Description	Manufacturer	Model Number
1.	material	ABC Corp.	XXX

5. Approval of Substitutes:

6. Approval of any items, alternates or substitutes indicates only that the product(s) apparently meet the requirements of the drawings and specifications based on the information and/or samples submitted.

7. Contractor's Responsibility:

8. Manufacturer's warranties shall not relieve the Contractor of liability under these Specifications. Such warranties only shall supplement the Contractor's responsibility.

D. INSPECTION AND TESTING:

All work covered by this Contract Documents shall be inspected by the City Engineer. Request for inspection service shall be made 24 hours in advance.

All materials furnished and all work performed under the Contract shall be subject to review and approval by the City Engineer. Such review may include mill, plant, shop, nursery, or field inspection as required. City Engineer shall be permitted access to all parts of the work,

including plants where materials are manufactured or fabricated, and shall be furnished with such materials, information and assistance by the Contractor and its subcontractors and suppliers as is required to make a complete and detailed inspection.

The City will provide standard progress building and public works inspection at no cost to the Contractor. Contractor shall arrange and pay for all other inspections required by ordinance or governing authorities, including tests in connection therewith, as may be assigned to it in other sections of the specifications.

Where required by the Building Code, specialty inspectors shall be provided by the City at no cost to the contractor. The Contractor shall request specialty inspector at least forty-eight (48) hours in advance of an anticipated inspection.

City shall perform compaction tests as required.

It shall be the Contractor's responsibility to obtain Inspection in a timely manner prior to proceeding with any phase of construction. The Contractor shall neither allow nor cause any of its work to be covered or enclosed until it has been inspected, tested and approved by the Director of Public Works and Development Services or his/her designee.

City Engineer will make, or have made, such inspections and tests as he deems necessary to see that the work is being accomplished in accordance with the requirements of the Contract. In the event such inspections or tests reveal non-compliance with the requirements of the Contract, the Contractor shall bear the cost of such corrective measures deemed necessary by the Director of Public Works and Development Services or his/her designee, as well as the cost of the subsequent re-inspection and re-testing. It shall be understood and agreed that the inspection or making of tests shall not constitute an acceptance of any portion of the work nor relieve the Contractor from compliance with the terms of the Contract.

Work done in the absence of prescribed inspection may be required to be removed and replaced under the proper inspection, and the entire cost of removal and replacement, including the cost of all materials which may be furnished by the City and used in the work thus removed, shall be borne by the Contractor, regardless of whether the work removed is found to be defective or not. Work covered without the authority of City Engineer shall, upon order of the City Engineer, be uncovered to the extent required, and the Contractor shall similarly bear the entire cost of performing all the work and furnishing all the materials necessary for the removal of the covering and its subsequent replacement.

E. UTILITIES

1. Before starting work, the Contractor shall verify the locations and elevations of all existing utilities by contacting Underground Service Alert at 811, at least 48 hours in advance. Existing utilities have been carefully located and shown base on available utility as built plans provided by the utility companies and based on the Los Angeles County office records plans. The Contractor shall notify the utility companies and agencies listed below before beginning excavation and shall coordinate his work with them.
2. The Contractor shall protect existing utilities in accordance with Section 5-2 "Protection" of the Standard Specifications for Public Works Construction.

3. The Contractor shall provide coordination with all the utility companies involved and shall provide protection from damage to their facilities. The Contractor shall be responsible for repair or replacement to said facilities made necessary by its failure to provide required protection. The Contractor is required to include utility requirements in the Construction Schedule.
4. The Contractor shall notify all utility agencies and owners of all facilities within the area of construction a minimum of five (5) work days in advance of performing any work within said area.
5. The Contractor shall protect all utilities and other improvements which may be impaired during construction operations. It shall be the Contractor's responsibility to ascertain the actual location of all existing utilities, including service laterals, whether shown or not shown on the drawings that will be encountered in its construction operations, and to see that such utilities or other improvements are adequately protected from damage due to such operations. The Contractor shall take all possible precautions for the protection of unforeseen utility lines to provide for uninterrupted service and to provide such special protection as may be directed by the Engineer.

The Contractor shall be solely responsible to check all utility record maps, books, and/or other data in the possession of the City, other agencies, and/or all utility companies, and no allowance shall be made for any failure to have done so.

6. All utility structures, whether shown or not, within the street pavement rehabilitation shall be adjust to grade as follows:
 - a. Storm Drain and Sewer manhole frames and covers shall be adjusted to grade by the Contractor;
 - b. Water valves shall be adjusted to grade by the Contractor in coordination with the respective water company.
 - c. SCE, Gas and Communication structures shall be adjusted by the respective purveyor. It shall be the Contractor responsibility to coordinate and notify the purveyors for the needs of their adjustment work.
7. The utility companies and their contacts having facilities within or near the construction are listed on Sheet 1 of the plans and Subsection D.13 above.

F. PHASING

To provide minimum inconvenience to the public particularly the residence and business owners, occupants and the travelling public, the Contractor shall execute the project in phases and adhere to the Traffic Control Requirements below.

Prior to the start of construction, the Contractor shall prepare and submit his/her phasing program to the Engineer for review.

G. TRAFFIC CONTROL REQUIREMENTS

1. The Contractor shall take note that working at Rosemead Blvd, Contractor is responsible to obtain double rider permit from Caltrans, and meet all requirements and pay any permit fees to Caltrans, as required. The cost for required traffic control and permit requirements per Caltrans is included in various bid items, and no additional compensation will be

allowed.

2. The Contractor shall be responsible to furnish, install and maintain such devices which are necessary to provide safe and efficient passage for the traveling public through the work area, for the safety of personnel present in the work area, and to minimize inconvenience.
3. All work and materials to implement construction staging and traffic control shall comply with the California Manual of Uniform Traffic Controls Device (CA MUTCD). Signs, markings, striping, barricades, delineators and all materials shall conform to applicable Caltrans standards and specifications.
4. The use of flagmen may be required if deemed so by the City Engineer. Adequate flagmen, construction signs barricades, delineators, and arrow boards shall be used to the satisfaction of the City Engineer. Adequate traffic control shall always be maintained through the construction zone.
5. Traffic control through the project area shall conform to the requirements of Section 7-10, "Public Convenience and Safety," (SSPWC).
6. The Contractor shall not allow traffic to travel on natural ground, subgrade, or aggregate base material. Traffic must only be allowed on a firm asphalt surface. A temporary ac pavement may be used for this reason to allow traffic.
7. The Contractor shall maintain a minimum of 5 feet clearance from the vertical edge of excavation.
8. The Contractor shall not be allowed to leave vertical edge over 1" within the street pavement when the pavement is open to traffic except along the edge of gutter. Otherwise, the Contractor shall construct temporary AC transition at edges including around the edges of utility structures.

The transition at traverse edge to through traffic shall be 6:1 slope, at longitudinal edge shall be 4:1 slope and at driveways ramped at 6:1 slope.

9. Ingress and egress of vehicle to all driveways shall be maintained at all time except when arranged in advance by the Contractor with the respective residence.
10. The Contractor shall maintain one 10' wide minimum traffic lane in each direction at all time.
11. If permanent pavement markings cannot be restored by the end of the work shift in which they were obliterated, temporary markings shall be provided by the Contractor prior to leaving the job site on all streets except any street closed to through traffic. These temporary markings shall be as follows:
 - Temporary lane lines and/or centerlines shall consist of day/night reflectorized raised pavement markers, approved by the City of South El Monte, spaced approximately 24" apart.
 - Right edge lines shall not be simulated with dashes or pavement markers; however, portable delineators, guide markers, etc., may be used by the Contractor where it is

considered desirable to enhance the edge of traveled way due to curvilinear alignment, narrowing pavement, etc., and shall be used when directed by the Engineer. The Contractor shall be responsible to periodically review the construction area at night to insure all lights are properly placed and operable.

- Locations where no-passing zone centerline delineation has been obliterated shall be posted by the Contractor with a sign package consisting of a C18 (23) "ROAD CONSTRUCTION (WORK) AHEAD" and R63 "DO NOT PASS".
- See other traffic requirements under other work sections.
- Any deviation with these traffic requirements may be afforded only with the prior written approval of the Engineer.
- See other traffic requirements under other work sections

12. Temporary No Parking Signs: The Contractor is responsible to post "Temporary No Parking" signs at least 5 working days in advance of the first date of enforcement. The City shall be informed before posting of signs. Parking will be restricted only for the minimum time necessary to complete on-going work.

13. No street or one traffic direction closure shall be allowed unless approved by the City Engineer 48 hours prior to the closure and subject to the following condition:

- a. The Contractor shall submit a detour plan prepared by a Civil Engineer in the State of California, for approval by the Engineer.
- b. Notify the following Agencies two (2) working days before closing or partially closing any street or alley:

City of South El Monte Municipal Enforcement Department

City of South El Monte Fire Department

City of South El Monte Police Department

14. The Contractor shall install, maintain, and remove all temporary delineators, barricades, lights, warning signs and other facilities necessary to control traffic as specified in the CA MUTCD.

15. All traffic lanes shall be open at the end of working hours of each day, unless approved by the City Engineer.

16. Payment for traffic control shall be included in various bid items of the Bid Schedule.

H. CLEARING AND GRUBBING

Clearing and grubbing shall conform to the requirements of Section 300-1 "Clearing and Grubbing", (SSPWC). The Contractor shall incorporate the following exceptions, additions, or deletions to the noted Section:

- a. Subsection 300-1.1, "General", (SSPWC), add the following:

Limits: The Contractor shall meet with the Inspector prior to making removals to verify the actual limits of removals and locations of joins, to establish smooth joins and to assure

proper drainage. The Contractor may make minor changes in the location of joins and limits of removal, provided a smooth join and proper drainage shall be achieved and it has obtained approval from the Engineer.

- b. Subsection 300-1.3.1, "Removal and Disposal General", (SSPWC), add the following:

Unless noted otherwise elsewhere in the Contract Documents, all material removed from the project shall be considered the property of the Contractor and shall be disposed in a legal manner outside the project site.

CONTRACTOR shall remove and transport debris and rubbish in a manner that will prevent spillage on streets or adjacent areas. Cleanup of spillage will be at CONTRACTOR'S expense.

Contractor shall not start any removal work unless it is prepared to perform reconstruction work immediately without interruption from the time removals begun, unless otherwise approved by the Engineer.

Miscellaneous removal, relocation & adjustment of utility structures to Grade: This item shall include all removal not specifically listed in the Bid Schedule or otherwise covered by these Specifications such as all necessary relocations and adjustment of valve cover whether shown on the plans or not and as necessary to complete the improvements. The Contractor shall be responsible to review the project site prior to bidding and include all such work in its bid prices for this item.

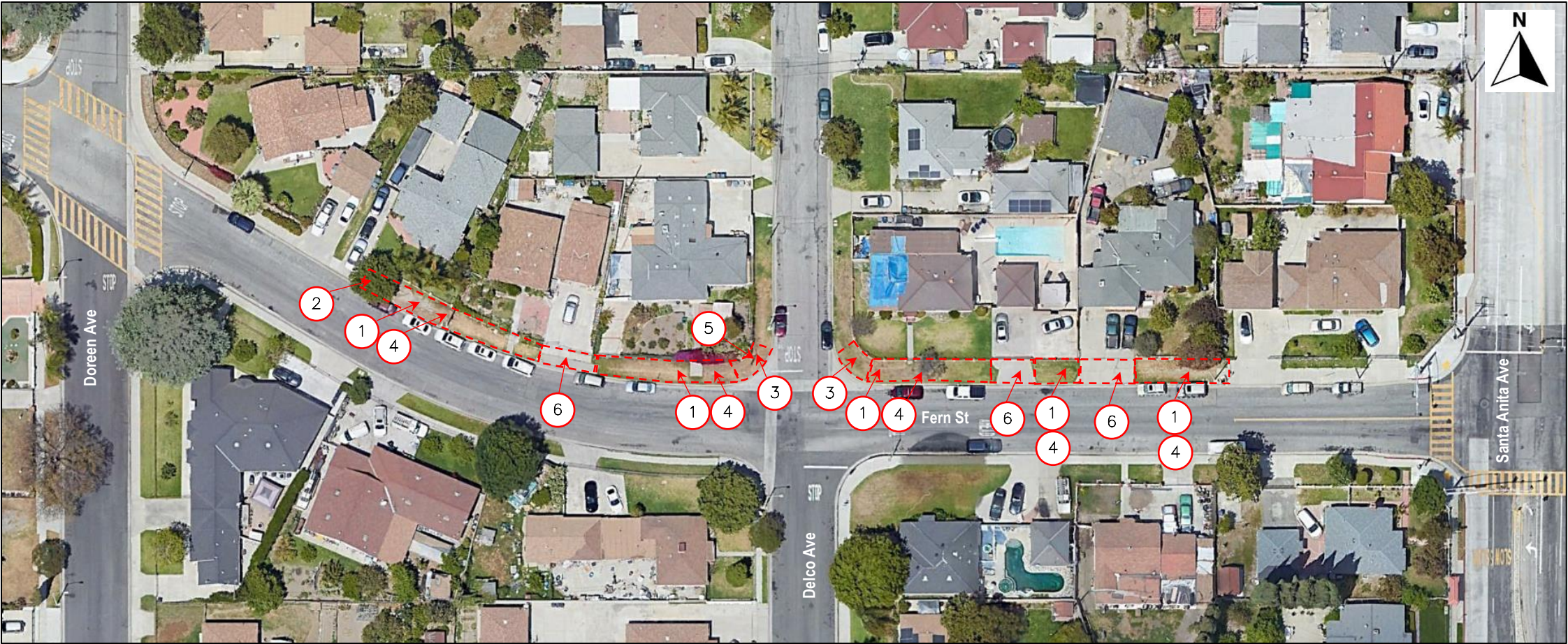
APPENDIX A

PROJECT PLANS

ADDITIVE ALTERNATE SCOPE: ROSEMEAD BLVD



BASE BID SCOPE: FERN STREET



CONSTRUCTION NOTES

- 1. CONSTRUCT NEW 4" PCC SIDEWALK PER SPPWC STD. PLAN NO 112-2. WORK INCLUDES REMOVAL OF EXISTING PCC WALK WITHIN WORK LIMITS, REMOVAL OF DIRT/NATIVE TO INSTALL NEW 4" PCC SIDEWALK ADJUST TO GRADE AND RECOMPACTING TO 95% RELATIVE COMPACTION. WORK INCLUDES ADJUSTMENT OF EXISTING UTILITY VAULTS, BOXES, METER AND PULLBOXES TO GRADE.
- 2. REMOVE EXISTING TREE INCLUDING ROOTBALL, BACKFILL WITH DIRT.
- 3. CONSTRUCT NEW PCC CURB RAMP PER SPPWC STD. PLAN NO 111-5, CASE B, TYPE 2. WORK INCLUDES REMOVAL OF EXISTING DIRT/LANDSCAPE AND RECOMPACTING TO 95% RELATIVE COMPACTION. WORK INCLUDES RECONSTRUCTION OF 1 FOOT STRIP X 8" DEEP OF AC PAVEMENT SECTION (SLOT PATCH).
- 4. REMOVE EXISTING IRRIGATION PIPING, RISERS AND HEADS IN CONFLICT WITH PROPOSED SIDEWALK CONSTRUCTION. MODIFY AND CONSTRUCT NEW IRRIGATION SYSTEM BEHIND NEW CONCRETE SIDEWALK TO PROVIDE IRRIGATION COVERAGE. INSTALL NEW LAWN SOD TO ALL DIRT AREAS BEHIND NEW CONCRETE SIDEWALK. REGRADE EXISTING DIRT AREAS BEHIND NEW CONCRETE SIDEWALK TO ADJUST TO GRADE.
- 5. RELOCATE EXISTING STREET NAME SIGN INCLUDING FOOTING
- 6. REMOVE EXISTING DRIVEWAY APPROACH, AND CONSTRUCT NEW RESIDENTIAL DRIVEWAY APPROACH PER SPPWC STD PLAN NO 110-2. WORK INCLUDES RECONSTRUCTION OF 1 FOOT STRIP X 8" DEEP OF AC PAVEMENT SECTION (SLOT PATCH).

- A1. CONSTRUCT NEW 4" PCC SIDEWALK PER SPPWC STD. PLAN NO 112-2. WORK INCLUDES REMOVAL OF EXISTING DIRT/NATIVE TO INSTALL NEW 4" PCC SIDEWALK ADJUST TO GRADE AND RECOMPACTING TO 95% RELATIVE COMPACTION. WORK INCLUDES ADJUSTMENT OF EXISTING UTILITY VAULTS, BOXES, METER AND PULLBOXES TO GRADE.

NOTE: It is assumed that the new concrete sidewalk width as per construction note 1 on Fern Street is 5 feet, and the remaining width (variable) on the parkway will be constructed as landscaping/irrigation as per construction note 4.

NOTE: THESE PLANS ARE SCHEMATIC BY DESIGN. DELINEATION, DIMENSIONS, AND LOCATIONS OF PAVEMENT MARKINGS, MARKERS, AND LIMITS OF WORK ARE APPROXIMATE AND FOR THE PURPOSE OF BID PREPARATION. FINAL LIMITS OF WORK, PAVEMENT MARKINGS AND MARKERS, AND ALL ITEMS OF WORK SHALL BE PER THE CITY ENGINEER OR DESIGNEE.

NO SCALE

CITY OF SOUTH EL MONTE
PUBLIC WORKS DEPARTMENT

SIDEWALK INSTALLATION TDA ARTICLE III
IMPROVEMENT PLANS

SHEET 1 OF 1 SHEET



City Council Agenda Report

Agenda Item No. 9.b.

DATE: April 12, 2022

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

SUBMITTED BY: Colby Cataldi, Community Development Director

SUBJECT: CONSIDERATION FOR AUTHORIZATION TO SEEK REQUEST FOR PROPOSALS (RFP) FOR DESIGN SERVICES FOR TRAFFIC SIGNAL IMPROVEMENTS AT VARIOUS SIGNALIZED INTERSECTIONS

SUMMARY: Staff seeks City Council approval to issue Request for Proposals (RFP) for design services for traffic signal improvements at various signalized intersections within the City. The scope of improvements are part of the Highway Safety Improvement Program (HSIP) Cycle 9 project.

RECOMMENDED ACTION: Staff recommends City Council approve an RFP for design services for traffic signal improvements at various signalized intersections (HSIP Cycle 9 project) and authorize staff to solicit proposals.

FISCAL IMPACT: The City received \$57,600 from Caltrans through the HSIP program, and will use these funds to cover all of the costs associated with the requested professional design services. Caltrans will reimburse the City 100% of the costs of requested design services. Upon final contract award, staff will advise the City Council of the proposed not-to-exceed contract amount and confirm funding availability.

DISCUSSION: The HSIP Cycle 9 Project includes safety improvements at various signalized intersections, including hardware modifications to the traffic signal lenses, backplates with retroreflective borders, mounting, size, and number, as well as installation of pedestrian countdown signal heads. The project improvements will involve a total of eleven signalized intersections throughout the City. Attachment B shows the work locations. The primary objective of the requested professional services (design engineering services) is to have the selected engineering consultant provide a complete PS&E (plans, specifications and estimates) package approved by all involved jurisdictional and regulatory agencies that will be ready for construction bidding for the improvements outlined in the RFP.

ATTACHMENT(S):

- A. RFP for Design Services for Traffic Signal Improvements at Various Signalized Intersections
- B. Traffic Signal Improvement Locations

**Attachment A - RFP for Design Services for Traffic Signal Improvements at Various
Signalized Intersections, HSIP Cycle 9 Project**

**REQUEST FOR PROPOSALS (RFP)
TO PROVIDE DESIGN SERVICES
FOR TRAFFIC SIGNAL IMPROVEMENTS AT VARIOUS SIGNALIZED INTERSECTIONS
HSIP CYCLE 9 PROJECT, HSIPL-5352(020)
IN THE CITY OF SOUTH EL MONTE, CALIFORNIA**

April 12, 2022



DELIVERY ADDRESS

City of South El Monte
1415 Santa Anita Ave.
South El Monte, CA 91733
Attn: Colby Cataldi
Community Development Director

CONTACT INFORMATION FOR INQUIRIES

contact via e-mail only, no telephone calls
Colby Cataldi
Community Development Director
ccataldi@soelmonte.org

REQUIRED NUMBER OF PROPOSALS

Three (3) hard copies and one (1) electronic
copy (pdf)

PRE-PROPOSAL MEETING

None

PROPOSAL DUE DATE

May 4, 2022; 2:00 PM

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Attachments:

Attachment A - Affidavit of Non-Collusion

Attachment B - Claims History

Attachment C - Sample Professional Services Agreement

Attachment D - Project Funding Application

Attachment E - Required Forms to be Submitted with the Technical Proposal

Attachment E.1 - Exhibit 10-I: Notice To Proposers DBE Information

Attachment E.2 - Exhibit 10-O1: Consultant Proposal DBE Commitment

Attachment E.3 - Exhibit 10-Q: Disclosure of Lobbying Activities

Attachment F - Required Forms to be Submitted with the Fee Proposal

Attachment F.1 - Exhibit 10-H1: Cost Proposal Form

Attachment F.2 - Exhibit 10-K: Consultant Annual Certification of Indirect Costs and Financial Management System

Attachment F.3 - Exhibit 10-O2: Consultant Contract DBE Commitment

**REQUEST FOR PROPOSALS (RFP)
TO PROVIDE DESIGN SERVICES
FOR TRAFFIC SIGNAL IMPROVEMENTS AT VARIOUS SIGNALIZED
INTERSECTIONS
HSIP CYCLE 9 PROJECT, HSIPL-5352(020)
IN THE CITY OF SOUTH EL MONTE, CALIFORNIA**



To interested and qualified Consultants:

The City of South El Monte is soliciting Proposals from qualified firms **to provide Design Services for Traffic Signal Improvements at Various Signalized Intersections, Federally Funded Project, HSIPL-5352(020).**

Requirements for this RFP are enclosed.

In order to be considered in the selection process, interested parties shall submit three (3) hard copies and one (1) electronic copy (pdf) of their Proposals no later than 2:00 PM, May 4, 2022, to:

Colby Cataldi
Community Development Director
1415 Santa Anita Ave.
South El Monte, CA 91733

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

Colby Cataldi
Community Development Director
ccataldi@soelmonte.org

Late proposals will not be accepted.

Sincerely,

Colby Cataldi
Community Development Director
City of South El Monte

**REQUEST FOR PROPOSALS (RFP)
TO PROVIDE DESIGN SERVICES
FOR TRAFFIC SIGNAL IMPROVEMENTS AT VARIOUS SIGNALIZED INTERSECTIONS
HSIP CYCLE 9 PROJECT, HSIPL-5352(020)
IN THE CITY OF SOUTH EL MONTE, CALIFORNIA**

April 12, 2022

1. GENERAL INFORMATION

A. Community Profile

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

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

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

B. Overview

The City is requesting the services of a company to provide **Design Services for Traffic Signal Improvements at Various Signalized Intersections, Federally Funded Project, HSIPL-5352(020)**.

2. PROJECT DESCRIPTION

The project includes safety improvements at the signalized intersections including signal hardware improvements to the traffic signal lenses, backplates with retroreflective borders, mounting, size, and number, as well as installation of pedestrian countdown signal heads.

The project is located at various signalized intersections throughout the City of South El

Monte.

This project (including the requested design services) will be funded by federal funds (HSIP).

Proposed improvements are described in detail in the Project Funding Application (see Attachment D. Project Funding Application).

Disadvantaged Business Enterprise (DBE) Participation: This project has **10%** DBE participation Requirement.

3. RFP SCHEDULE

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

Request for Proposals Posted and Issued	Wednesday, April 13, 2022
Deadline for Receipt of Questions	Friday, April 22, 2022, 5:00 PM
Addendum (if necessary) to Respond to Questions	Wednesday, April 27, 2022
Deadline for Receipt of Proposals (RFP Due Date)	Wednesday, May 4, 2022, 2:00 PM
Evaluation of proposals	May 2022
Final Consultant Selection	May 2022
Contract Awarded by City Council	May/June 2022
Contract Execution	May/June 2022
Notice to Proceed	May/June 2022

4. SCOPE OF SERVICES

The primary objective of the project is to have the selected engineering consultant to provide a complete PS&E (plans, specifications and estimates) approved by all involved jurisdictional and regulatory agencies and is ready for construction bidding for the improvements outlined in this RFP and attached documents.

The scope of work generally includes:

Task 1. Project Management

- a. Attend a pre-design (kick-off) meeting with City staff after the award of contract to conduct introductions, discuss scope of work, information needed from various City departments, overall schedule and the implementation process.

- b. Coordinate bi-weekly progress conference calls with City staff to update the City of the project progress, and schedule status. This is also a time for the Consultant to ask any questions to the City or bring up any design issues encountered.
- c. Coordinate meetings to review the preliminary design, 60%, 90% and 100% submittals with City staff.
- d. Provide a detailed project schedule with continuous updates., and executive summary of project status to be submitted with each monthly invoice.
- e. Maintain continuous awareness of the status of each task as it proceeds and make provisions to expedite and resolve any difficulties that may impede progress.

Task 2. Preliminary Engineering

- a. Environmental. The project is assumed to be a categorical exemption.
- b. Right-of-Way. All work is assumed to be within existing public ROW. The design consultant shall perform research on available right-of-way maps, assessor parcel maps, and easement information within the project limits. Based on this information, existing ROW information shall be shown on the plans. If any TCEs (Temporary Construction Easements) are necessary, the consultant shall show them on the plans. The City will obtain TCE's from adjacent property owners.
- c. Review base data documents including as-built improvement plans, utility information, survey information, and other available record data.
- d. Conduct necessary field surveys to assess existing conditions of the project area.
- e. Develop preliminary design.
- f. Prepare Preliminary cost estimate (Identify special conditions that might create conflicts or change orders during construction and identify how to resolve these issues.
- g. Prepare Technical specifications.

Task 3. Plans, Specifications & Estimate

- a. Plans, Specifications and Estimate (PS&E) shall be provided at levels of completion of approximately 60%, 90% and 100%.
- b. The City will provide review comments at the 60%, and 90% design phases.
- c. It is expected 100% plans will be complete and include comments and input from all stakeholders and appropriate City staff.
- d. Specifications shall be furnished using the latest edition of Microsoft Word for Windows. The Consultant shall prepare the Specifications per City requirements and utilizing the Standard Specifications for Public Works Construction ("Greenbook").
- e. Estimate shall be prepared in spreadsheet format using Microsoft Excel.
- f. The Consultant shall create a comment matrix to verify all City comments are addressed with each submittal.

Caltrans LAPM Forms for PSE Certification and E-76 construction authorization:

The selected design consultant's scope of work includes preparation of necessary technical documents, including necessary Caltrans LAPM Forms for PSE Certification and E-76 construction authorization after completion of PS&E Package, and all documents as necessary to provide the City an approved bid

package ready for bid advertisement.

Task 4. Bidding and Construction Support

- a. Respond to Requests for Information (RFIs) during the project advertisement period, and log questions and responses.
- b. Prepare project addenda.
- c. Attend the pre-construction meeting, job walk, and job-site meetings when requested by the City over the course of the construction schedule (assume 5 meetings).
- d. Provide responses to the Contractor's RFIs about the plans and specifications when requested by the City.
- e. Provide responses and approvals to the Contractor's submittals for materials and shop drawings when requested by the City.

Task 5. Prepare Record Drawings (As-Built)

- a. Prepare as-built drawings based on field red-lined as-built information provided by the City's Construction Contractor.

Submittal Format of documents prepared by the selected Design Consultant:

- a. All submittals to City shall be made via electronic submittals.
- b. All submittal shall be in pdf format.
- c. Final submittals shall be dwg (AutoCAD) for plans with wet signed mylars, specifications in MS Word, Estimates in Excel, and all other documents in pdf.

The above tasks are provided as general guidance to the proposing firms. The proposers shall review the RFP and attached documents and conduct any other documents review, research and field reviews as they deem necessary, and provide a detailed scope of services as part of their proposals.

It is the consultant's responsibility to identify all necessary tasks and components, and provide all necessary services as required and in compliance with the Project Funding Application, Project Funding Agreement, this RFP and all applicable standards and requirements, and provide the City with a complete set of PS&E Bid Package approved by all regulatory and involved agencies.

5. KEY PERSONNEL

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

to the contract should the City consider such a replacement to be for the good of the project.

6. CITY'S STANDARD PROFESSIONAL SERVICES AGREEMENT

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

7. INSURANCE COVERAGE LIMITS AND REQUIREMENTS

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

8. CONSULTANT SELECTION METHODOLOGY

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

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

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

One-Step RFP: This Project will use One-Step RFP method per LAPM, as the scope of work is Project-specific and defined.

City Selection Panel will review the proposals received, and rank them based on the

above criteria, and establish highest ranked consultant. The City may choose not to conduct oral interviews and negotiate a contract with the highest ranked consultant after the evaluation of written proposals.

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

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

Consultants Financial Management and Accounting System Requirements: It shall be noted that as indicated in LAPM for Federally Funded Projects, a contract shall not be awarded to a consultant without an adequate financial management and accounting system as required by *48 CFR Part 16.301-3*, *2 CFR Part 200*, and *48 CFR Part 31*. The selected consultant shall have adequate financial management systems as required by the applicable federal regulations.

9. PREVAILING WAGE RATES

Depending upon the scope of work, the required contract provisions may include the California State Prevailing Wages (Federal Payment of Predetermined Minimum Wage applies only to federal-aid construction contracts). Prevailing wages will apply if the services to be performed will involve land surveying (such as flag persons, survey party chief, rodman or chainman), materials sampling and testing (such as drilling rig operators, pile driving, crane operators), inspection work, soils or foundation investigations, environmental hazardous materials and so forth. California State Prevailing Wage information is available through the California Department of Industrial Relations websites below. The selected Consultant will need to provide its Prevailing Wage Policy if their participation on the project includes prevailing wage work. The policy will include information on the accounting treatment of delta base and delta fringe, and verify the accounting treatment is consistent every year.

1. DIR FAQ website: http://www.dir.ca.gov/OPRL/FAQ_PrevailingWage.html
2. DIR Wage Determination website:
<http://www.dir.ca.gov/oprl/DPreWageDetermination.htm>
3. Caltrans Prevailing Wage Interpretive Guidance:
<https://iq.dot.ca.gov/resources/interpretive-guidance>

10. CONTRACT AWARD

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

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

11. REQUIRED FORMAT FOR TECHNICAL PROPOSAL SUBMITTAL

Please submit your Technical Proposal in the format specified below:

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

Table of Contents: Provide contents of proposal.

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

Section 2: Schedule: Provide a project a detailed schedule. Use June 6, 2022 as the start date of City's Notice to Proceed with the project. Show project tasks, durations, start and completion dates, time allocations for City review and other regulatory agency review and any outside agencies that may be involved in the review and approval process. The final PS&E shall be submitted within 6 months of City's Notice to Proceed, excluding City and Caltrans review times.

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

Section 4. Company Qualifications: Provide qualifications of prime consulting firm and sub-consultants.

Section 5. References: Provide 5 Public Agency references for similar projects.

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

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

Section 8. Required Attachments:

Below attachments shall be signed and submitted with the proposal:

- Attachment A - Affidavit of Non-Collusion
- Attachment B - Claims History
- Attachment E - Required Forms to be Submitted with the Technical Proposal
 - Attachment E.1 - Exhibit 10-I: Notice to Proposers DBE Information
 - Attachment E.2 - Exhibit 10-O1: Consultant Proposal DBE Commitment
 - Attachment E.3 - Exhibit 10-Q: Disclosure of Lobbying Activities

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

12. FEE ESTIMATE PROPOSAL SUBMITTAL

Fee Proposal shall be submitted in a separate sealed envelope.

Please complete and insert required forms included in Attachment F - Required Forms to be Submitted with the Fee Proposal in this Section of your proposal. The forms are listed below:

- Attachment F.1 - Exhibit 10-H1: Cost Proposal Form
- Attachment F.2 - Exhibit 10-K: Consultant Annual Certification of Indirect Costs and Financial Management System
- Attachment F.3 - Exhibit 10-O2: Consultant Contract DBE Commitment

13. QUESTIONS REGARDING THIS RFP

All questions regarding this RFP must be submitted via email:

Colby Cataldi
Community Development Director
ccataldi@soelmonte.org

Questions regarding this proposal shall be submitted via email no later than 10 calendar days prior to proposal due date. In response to all questions received by this date, City will issue an Addendum no later than 5 calendar days prior to the proposal submittal due date. The addendum will be emailed to all RFP recipients on record.

14. PROPOSAL SUBMITTAL PROTOCOL

Interested and qualified firms shall submit their proposals as follows:

- **Envelope 1:** Technical Proposal, 3 bound copies and 1 pdf file on thumb drive.
Please indicate on the Proposal Cover:
TECHNICAL PROPOSAL
Design Services for HSIPL-5352(020)
Traffic Signal Improvements at Various Signalized Intersections
- **Envelope 2:** Fee Proposal, 3 bound copies and 1 pdf file on thumb drive.
Please indicate on the Proposal Cover:
FEE PROPOSAL
Design Services for HSIPL-5352(020)
Traffic Signal Improvements at Various Signalized Intersections

Proposal submittal due date is:
May 4, 2022, 2:00 pm

Proposals shall be addressed to:
Colby Cataldi
Community Development Director
1415 Santa Anita Ave.
South El Monte, CA 91733

Late proposals will not be accepted.

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

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

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

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

END OF RFP

ATTACHMENTS TO FOLLOW

Attachment A	Affidavit of Non-Collusion
Attachment B	Claims History
Attachment C	Sample Professional Services Agreement
Attachment D	Project Funding Application
Attachment E	Required Forms to be Submitted with the Technical Proposal
Attachment E.1	- Exhibit 10-I: Notice To Proposers DBE Information
Attachment E.2	- Exhibit 10-O1: Consultant Proposal DBE Commitment
Attachment E.3	- Exhibit 10-Q: Disclosure of Lobbying Activities
Attachment F	Required Forms to be Submitted with the Fee Proposal
Attachment F.1	- Exhibit 10-H1: Cost Proposal Form
Attachment F.2	- Exhibit 10-K: Consultant Annual Certification of Indirect Costs and Financial Management System
Attachment F.3	- Exhibit 10-O2: Consultant Contract DBE Commitment

ATTACHMENT A

AFFIDAVIT OF NON-COLLUSION

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

I state that:

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

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

(Authorized Signature)

(Name of Company/Position)

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

Notary Public for California

My Commission Expires: _____

ATTACHMENT B

CLAIMS HISTORY

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

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

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

ATTACHMENT C

SAMPLE PROFESSIONAL SERVICES AGREEMENT

CONTRACT SERVICES AGREEMENT

By and Between

CITY OF SOUTH EL MONTE

and

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

THIS AGREEMENT FOR CONTRACT SERVICES (herein “Agreement”) is made and entered into this ____ day of _____, 20__ by and between the City of South El Monte, a California, a municipal corporation (“City”) and _____, _____ (“Consultant”). City and Consultant may be referred to, individually or collectively, as “Party” or “Parties.”

RECITALS

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

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

OPERATIVE PROVISIONS

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

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

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

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

1.2 Consultant’s Proposal.

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

1.3 Compliance with Law.

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

1.4 Licenses, Permits, Fees and Assessments.

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

1.5 Familiarity with Work.

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

1.6 Care of Work.

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

1.7 Further Responsibilities of Parties.

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

1.8 Additional Services.

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

1.9 Special Requirements.

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

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed _____ Dollars (\$_____) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.9.

2.2 Method of Compensation.

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

2.3 Reimbursable Expenses.

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

2.4 Invoices.

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

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

2.5 Waiver.

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

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

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

3.2 Schedule of Performance.

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

3.3 Force Majeure.

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

3.4 Term.

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

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Consultant.

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

(Name)

(Title)

(Name)

(Title)

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

4.2 Status of Consultant.

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

4.3 Contract Officer.

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

4.4 Independent Consultant.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or

control of Consultant's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Consultant shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant.

4.5 Prohibition Against Subcontracting or Assignment.

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

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

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

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

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

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

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

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

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

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

5.2 General Insurance Requirements.

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

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

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

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

(e) Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or that is on the List of Approved Surplus Line Insurers in the State of California, with an assigned

policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

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

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

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

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

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

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

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

(m) Pass through clause. Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in

the project by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to City for review.

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

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

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

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

5.3 Indemnification.

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

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

(b) Consultant will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of

Consultant hereunder; and Consultant agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

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

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

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Consultant's business, custody of the books and records may be given to City, and access shall be provided by Consultant's successor in interest. Notwithstanding the above, the Consultant shall fully cooperate with the City in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

6.2 Reports.

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

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

6.3 Ownership of Documents.

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

6.4 Confidentiality and Release of Information.

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

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

(c) If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then City

shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Consultant's conduct.

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

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

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

7.2 Disputes; Default.

In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Consultant's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

7.3 Retention of Funds.

Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's

obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Consultant to insure, indemnify, and protect City as elsewhere provided herein.

7.4 Waiver.

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

7.5 Rights and Remedies are Cumulative.

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

7.6 Legal Action.

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

7.7 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated

termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.8 Termination for Default of Consultant.

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

7.9 Attorneys' Fees.

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

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

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

8.2 Conflict of Interest.

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

conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

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

8.3 Covenant Against Discrimination.

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

8.4 Unauthorized Aliens.

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

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer (with her/his name and City title), City of South El Monte, 6330 Pine Avenue, South El Monte, California 90201 and in the case of the Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation.

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

9.3 Counterparts.

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

9.4 Integration; Amendment.

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

9.5 Severability.

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

9.6 Warranty & Representation of Non-Collusion.

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

payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant's Authorized Initials _____

9.7 Corporate Authority.

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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

CITY OF SOUTH EL MONTE, a municipal corporation

Gloria Olmos, Mayor

ATTEST:

Donna G. Schwartz, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Anthony R. Taylor, City Attorney

CONSULTANT:

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

Address: _____

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

On _____, 20__ 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.

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(S) OTHER THAN NAMED ABOVE
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 _____, 20__ 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.

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 _____	TITLE OR TYPE OF DOCUMENT
	NUMBER OF PAGES
SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES))	
	DATE OF DOCUMENT
	SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT “A”**SCOPE OF SERVICES**

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

EXHIBIT “B”
SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

EXHIBIT “C”**SCHEDULE OF COMPENSATION****I. Consultant shall perform the following tasks at the following rates:**

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

II. A retention of ten percent (10%) shall be held from each payment as a contract retention to be paid as part of the final payment upon satisfactory completion of services.**III. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task subbudget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.9.****IV. The City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:**

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

V. The total compensation for the Services shall not exceed the Contract Sum as provided in Section 2.1 of this Agreement.**VI. The Consultant’s billing rates for all personnel are attached as Exhibit C-1.**

EXHIBIT “D”**SCHEDULE OF PERFORMANCE**

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

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

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

A.

B.

C.

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

ATTACHMENT D

PROJECT FUNDING APPLICATION

APPLICATION FORM FOR**CYCLE 9 HIGHWAY SAFETY IMPROVEMENT PROGRAM (HSIP)**

Application ID 07-South El Monte-1

LAPG 9-A (REV 08/2018)

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APPLICATION SUMMARY

This summary page is filled out automatically once the application is completed.

After the application is finalized, please save this PDF form using the exact "Application ID" (shown below) as the file name.

Application ID 07-South El Monte-1

Important: Review and follow the [Application Form Instructions](#) step-by-step as you complete the application. Completing an application without referencing the instructions will likely result in an incomplete application or an application with fatal flaws that will be disqualified from the ranking and selection process.

Submitted By (Agency)

South El Monte

Application Category

Common BCR Application

Caltrans District

07

Application Number

1

Out of

1

Project Location

This project is located in the City of South El Monte's public ROW at various signalized intersections throughout the City.

Project Description

This project is focused on safety improvements including signal hardware improvements to the lenses, back-plates with retroreflective borders, mounting, size, and number, as well as installation of pedestrian countdown signal heads.

Total Project Cost

\$601,300

HSIP Funds Requested

\$601,300

Countermeasure No. 1

S2: Improve signal hardware: lenses, back-plates with retroreflective borders, mounting, size, and number

Countermeasure No. 2

S19: Install pedestrian countdown signal heads

Countermeasure No. 3**Project Benefit**

\$8,687,745

Benefit Cost Ratio (BCR)

14.45

ADA Notice

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APPLICATION FORM FOR CYCLE 9 HIGHWAY SAFETY IMPROVEMENT PROGRAM (HSIP)

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Application ID 07-South El Monte-1

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I. Basic Project Information

Date: Aug 30, 2018

Caltrans District: 07

MPO: SCAG

Agency: South El Monte

County: Los Angeles County

Total number of applications being submitted by your agency: 1

Application Number (each application must have a unique number): 1

Contact Person Information

Name (Last, First): Demirci, Okan

Position/Title of Contact Person: Project Manager

Email: ODemirci@soelmonte.org

Telephone: (714) 319-6137

Extension: N/A

Address: 1415 Santa Anita Ave

City: South El Monte

Zip Code: CA 91733

(Enter only a 5-digit number)

Application Category: Common BCR Application

Project Information

Project Location:

-Be Brief (Limited to 250 Characters)

-See [Application Form Instructions](#)

This project is located in the City of South El Monte's public ROW at various signalized intersections throughout the City.

Project Description:

-Be Brief (Limited to 250 Characters)

-See [Application Form Instructions](#)

This project is focused on safety improvements including signal hardware improvements to the lenses, back-plates with retroreflective borders, mounting, size, and number, as well as installation of pedestrian countdown signal heads.

Functional Classification: Major Collector

(For Functional Classification and CRS Maps,
Visit: http://www.dot.ca.gov/hq/tsip/hseb/crs_maps/)

CRS Map ID (e.g. 08E14): 13v25

Urban/Rural Area: Urban

High-Risk-Rural-Roads (HR3) Eligibility: No

If this project is not entirely HR3 eligible, what is the approximate total cost percentage that is HR3 eligible? 0%

Work on the State Highway System

Does the project include improvements on the State Highway System? No

ADA Notice

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APPLICATION FORM FOR**CYCLE 9 HIGHWAY SAFETY IMPROVEMENT PROGRAM (HSIP)**

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Warrant Studies

- ☐ Check if the project includes new installation of certain traffic control devices (e.g., traffic signals, pedestrian signals, etc.). If yes, Traffic Signal Warrant 4, 5 and/or 7 must be met (CA MUTCD Chapter 4C). Please provide the warrants as Attachment #8 in Section V.

Additional Information

1. Is the project focused primarily on "spot location(s)" or "systemic" improvements?

2. Which of the California's Strategic Highway Safety Plan (SHSP) Challenge Areas does the project address primarily?
(For more information on the SHSP and its Challenge Areas, see: <http://www.dot.ca.gov/SHSP/>)

3. How were the safety needs and potential countermeasures for this project first identified?

4. California established [Systemic Safety Analysis Report Program](#) (SSARP) in 2016. Was this project identified through the SSARP program?

5. What is the primary mode of travel intended to be benefited by this project?

6. Approximate percentage of project cost going to improvements related to motorized travel: %

7. Approximate percentage of project cost going to improvements related to non-motorized travel: %

8. Provide the number of intersections and the length of roadways included in the project (enter 0 if not applicable):

Number of Intersections: Miles of Roadway:

9. Posted Speed Limit (mph):

10. Annual Average Daily Traffic (See [Application Form Instructions](#))

AADT (Major Road)

AADT (Minor Road)

Year Collected/Estimated

APPLICATION FORM FOR**CYCLE 9 HIGHWAY SAFETY IMPROVEMENT PROGRAM (HSIP)**

Application ID 07-South El Monte-1

LAPG 9-A (REV 08/2018)

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II. Narrative Questions (See [Application Form Instructions](#))

These narrative questions are intended to provide additional project details for the application reviewers and project files. The reviewers will use the information in their “fatal flaw” assessment of the applications. Please make sure that:

- 1) The project scope is eligible for HSIP funding;
- 2) The countermeasures used in the Benefit Cost Ratio (BCR) calculation are appropriately applied based on the scope of the project;
- 3) The crash data used in the BCR calculation is appropriately applied based on the scope of the project and countermeasures used; and
- 4) The application data and attachments are reasonable and meet generally accepted traffic engineering and transportation safety principles.

If significant inconsistencies or errors are found in the application information, the reviewers may conclude that the application includes “fatal flaws” and the application will be dropped from further funding considerations. The applicant will not be notified of findings until after the selection process is complete.

1. Overall Identification of Need

Describe how the agency identified the project as one of its top safety priorities. Was a data-driven safety evaluation of their entire roadway network completed? Do the proposed project locations represent some of the agency's highest crash concentrations?

(Limited to 5,000 characters)

A network-wide safety analysis, based on data driven evaluation, of the City of South El Monte's roadways was conducted to identify crash concentrations and crash trends to determine the most effective improvements. For the 2018 analysis, the methodology described in the “Local Roadway Safety Manual” has been closely followed as well as the U.S. Department of Transportation Federal Highway Administration, Highway Safety Improvement Program procedures and tools focusing on results. City staff contributed to the development of this application. The team held meetings to identify and focus on high collision locations and potential remedies. The team effort included the following:

- Review of prior citywide collision studies and stakeholder records
- Review of SWITRS reports over 5 years to determine primary collision factors and collision types
- Review of traffic volumes to compare collision rates
- TIMS query and mapping tool analysis to identify “hot spots”
- Meetings to discuss candidate locations and review data
- Evaluation of costs and cost effectiveness
- Comparison of various countermeasures using the B/C Calculator
- Prioritization of top project locations
- Elimination of unnecessary elements from project scope

Based on the collision data and field research as described above, various locations that have not previously been funded for improvements was studied to determine if a collision pattern was evident, and whether a solution could be implemented to directly address the cause of the collisions.

In accordance with the above actions, the City identified several spot locations that met the objectives and goals on Federal, State, and local levels. The proposed locations are all located within the public right of way and are signalized intersections throughout the City of South El Monte: (1) Garvey Ave & Chico Ave; (2) Garvey Ave & Potrero Ave; (3) Chico Ave & Rush St; (4) Potrero Ave & Rush St; (5) Merced Ave & Rush St; (6) Central Ave & Rush St; (7) Tyler Ave & Rush St; (8) Durfee Ave & Rush St; (9) Santa Anita Ave & Tyler Ave; (10) Michael Hunt Dr & Santa Anita Ave; (11) Durfee Ave & Peck Rd.

These proposed project locations have high B/C ratios of those studied, and can be joined as a single project to maximize the benefits for this HSIP grant. The City conducted a safety audit and noted that the collision rates for these locations have been elevated for more than 5 years between 2013 to 2017 were analyzed, the proposed project locations have a total of 215 accidents. The proposed safety enhancements may reduce future collisions at the locations implemented.

These data findings also correlate with observations at these locations, where the high rate of accidents here is facilitated by wide streets and difficult-to-see traffic signals. This location has also been important to residents, who have commented on the activity in these intersections as a concern to safety for all. This is because these are streets with high volumes and present high probability of potential collisions during heavy traffic flow.

This project is also consistent with the City's commitment to provide safe and accessible streets, improving the levels of service for the movement of people and good, ensuring that transportation investment provides the greatest possible mobility benefit, serving the

APPLICATION FORM FOR**CYCLE 9 HIGHWAY SAFETY IMPROVEMENT PROGRAM (HSIP)**

Application ID 07-South El Monte-1

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transportation needs of everyone, and developing regional transportation solutions that complement sub regional transportation systems and serve the needs of cities and communities.

2. Potential for Proposed Improvements to Address the Safety Issues

Describe the primary causes of the collisions that have occurred within the project limits. Are there patterns in the crash types? Clearly demonstrate the connection between the problem and the proposed countermeasures utilized in the BCR calculations. Depending on the nature of the project, explain why the agency chooses to pursue "Spot location(s)" or "Systemic" improvements.

(Limited to 5,000 characters)

Note: *Safety improvements that do not have countermeasures and crash reduction factors identified in the HSIP Analyzer can be included in the project scope and cost estimate as "Other Safety-Related" improvement; they just won't be added to the project's BCR shown in the application.*

The City of South El Monte identified problem areas within its jurisdiction based on collision data collected from the Statewide Integrated Traffic Records System (SWITRS), covering a period of 5 years between January 2013 & December 2017. Based on this data, the City was able to identify locations that had high numbers & saw this as an opportunity to implement spot improvements to help focus on the issues present at each intersection which will allow a more precise, effective, & cost-conscious intervention.

There was a total of 190 accidents reported over 5 years between 2013 through 2017 available data between the project locations. Per the FHWA Federal Highway Administration: Pedestrians account for over 17.5% of all fatalities in motor vehicle traffic crashes. The AAA Foundation for Traffic Safety results found that the average risk of severe injury for a pedestrian struck by a vehicle increases with the speed of impact. Severe injury occurs 10% at a speed of 16 mph & increases to 75% at 50 mph. All of the countermeasures to be applied at these locations have been shown to effectively reduce crashes & injuries.

Detailed collision breakdown for each location can be found in Attachment 6 Collision Diagrams & Attachment 7 Collision List.

Below is summary breakdown of the accident trends, type of accidents that occurred at the signalized intersections based on collision severity & crash types across all locations; since this project consists of multiple locations that have similar features, address similar safety issues & utilize the same countermeasures - the crash data of all the locations were combined into one group.

Collision Summary Overview:

- 190 total accidents
- 143 collisions occurred during day time conditions
- 47 collisions occurred during night time conditions
- 6 pedestrian related collisions were reported with the following collision severity: 1 fatal, 1 severe injury, 4 complaint of pain injuries
- 6 bike related collisions were reported with the following collision severity: 2 severe injuries, 2 other visible injuries, 2 complaint of pain injuries
- 178 vehicle related collisions were reported with the following collision severity: 10 other visible injuries, 49 complaint of pain injuries, 119 PDO

Collision Detail by Crash Type Severity & Collision Factor:

- 1 fatal collision reported with the following collision factor breakdown: Pedestrian related fatality.
- 3 severe injury collisions reported with the following collision factor breakdown: 2 bike related collisions, 1 pedestrian related collision.
- 12 other visible injury collisions reported with the following collision factor breakdown: 2 bike related collisions, 6 vehicle broadside collisions, 2 vehicle head-on collisions, 2 vehicle rear-end collisions.
- 55 complaint of pain injury collisions reported with the following collision factor breakdown: 4 pedestrians related collisions, 2 bike related collisions, 30 vehicle broadside collisions, 3 vehicle head-on collisions, 14 vehicle rear-end collisions, 1 vehicle collision was classified as hit object, 1 vehicle collision was reported as sideswipe crash type.
- 100 total people were injured across all type of crash severities, this includes multiple people per collision since the number injured is counted per individual number of people involved in one collision.

APPLICATION FORM FOR**CYCLE 9 HIGHWAY SAFETY IMPROVEMENT PROGRAM (HSIP)**

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• 119 PDO collisions reported with the following collision factor breakdown: 39 vehicle broadside collisions, 6 vehicle head-on collisions, 9 vehicle collisions was classified as hit object, 1 resulted in an overturned vehicle due to vehicle ROW, 4 collisions was reported as other crash type due to improper turning & backing as the primary collision factor, 30 collisions were reported as rear-end crash types, 30 collisions was reported as sideswipe crash types.

The countermeasures selected will be implemented at all selected signalized intersections citywide as follows based on applicable collision data:

• CM S2: Improve signal hardware: lenses, back-plates with retroreflective borders, mounting, size, & number. This countermeasures will provide better visibility of intersection signals aids the drivers' advance perception of the upcoming intersection. Visibility & clarity of the signal should be improved without creating additional confusion for drivers. This has a crash reduction factor (CRF) of 15% with all crash types applied for the BCR calculations. It has an expected life of 10 years with 100% federal funding eligibility.

• CM S19: Install pedestrian countdown signal heads - A pedestrian countdown signal contains a timer display & counts down the number of seconds left to finish crossing the street. This has a crash reduction factor (CRF) of 25% with only pedestrian & bicycle crash types applied for the BCR calculations. It has an expected life of 20 years with 100% federal funding eligibility.

3. Crash Data Evaluation

What is the source of the crash data? For each countermeasure, describe how the influence areas and the limits of the crash data were established to ensure only appropriate crashes were included in the Collision Diagrams, Collision Lists and used in the BCR calculation. (Limited to 5,000 characters)

Note: If the project includes multiple locations and multiple countermeasures, group the locations so that within each group, the same countermeasures apply to all locations and their crash data. Describe the location groups. These location groups must be consistent with the grouping in using the HSIP Analyzer.

All collision history was collected from TIMS and/or the Statewide Integrated Traffic Records System (SWITRS) covering a crash period of 5 years between the dates of January 2013 to December 2017. These crashes were categorized by the date of the collision, time of the collision (night or day), type of collision (head-on, sideswipe, rear-end, broadside, hit object, overturned, or ped/bike), and further categorized by the severity of the collision (fatal, injury-severe, injury-other visible, injury-complaint of pain, or property damage only). Only appropriate crash types were used in the Benefit Cost Ratio (BCR) calculations. The specific crash data showing the specifics of each collision can be found in Attachment 6: Collision Diagrams and Attachment 7: Collision List.

Generally accidents within 250 feet of the intersection in all directions were used, if they were appropriate for the countermeasure recommended. Any accident not applicable was not recorded and not used in the BCR calculation. The limits of the collision data utilized to support the project were established pursuant to guidance provided in the Caltrans Local Roadway Safety Manual. A detailed crash type by category can be found in Attachment 7: Collision List.

The selected countermeasures will be implemented at all selected signalized intersections along the Garfield Ave corridor. Since this project consist of multiple locations that have similar features, address similar safety issues and utilize the same countermeasures. The crash data of all the locations can were combined into one group.

The following countermeasures were selected along with the respective appropriate crash types:

CM S2: Improve signal hardware: lenses, back-plates with retroreflective borders, mounting, size, and number. This countermeasures will provide better visibility of intersection signals aids the drivers' advance perception of the upcoming intersection. This countermeasure is used at signalized intersections with a high frequency of right-angle and rear-end crashes occurring because drivers are unable to see traffic signals sufficiently in advance to safely negotiate the intersection being approached. Signal intersection improvements include new LED lighting, signal back plates, retro-reflective tape outlining the back plates, or visors to increase signal visibility, larger signal heads, relocation of the signal heads, or additional signal heads.

This countermeasure has a crash reduction factor (CRF) of 15% with all crash types applied for the BCR calculations. It has an expected life of 10 years and is eligible for 100% federal funding.

CM S19: Install pedestrian countdown signal heads - A pedestrian countdown signal contains a timer display and counts down the

APPLICATION FORM FOR**CYCLE 9 HIGHWAY SAFETY IMPROVEMENT PROGRAM (HSIP)**

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number of seconds left to finish crossing the street. Countdown signals can reassure pedestrians who are in the crosswalk when the flashing "DON'T WALK" interval appears that they still have time to finish crossing. Countdown signals begin counting down either when the "WALK" or when the flashing "DON'T WALK" interval appears and stop at the beginning of the steady "DON'T WALK" interval. These signals also have been shown to encourage more pedestrians to use the pushbutton rather than jaywalk.

This countermeasure has a crash reduction factor (CRF) of 25% with only pedestrian and bicycle crash types applied for the BCR calculations. It has an expected life of 20 years and is eligible for 100% federal funding.

4. Prior Attempts to Address the Safety Issue

List all other projects/countermeasures that have been (or are being) deployed at this location. Applicants must identify all federal funds that have been used or approved within or directly adjacent to the proposed project limits within the last 5 years. (HSIP funding cannot be used to construct the same general type of countermeasures within the same limits within 5 years to ensure agencies do not apply the same Crash Reduction Factors to the same crashes)

For projects proposing high cost improvements/countermeasures such as shoulder widening and horizontal/vertical realignments, applicants must document that they have installed and monitored low-cost improvements which have not adequately addressed the safety issue ("**incremental approach**"). (Limited to 5,000 characters)

No other countermeasures are being deployed at the proposed locations other than the countermeasures listed as part of the BCR part of this HSIP Cycle 9 application. None of proposed locations part of this HSIP Cycle 9 have been previously funded through other HSIP application cycles. Within the past 20 years, the City has made various intersection improvements along the various city arterials to reduce collisions, and increase safety for all modes of travel – vehicular, pedestrian, and cyclist. The proposed project intersections have not been previously addressed. There have been no other safety measures, improvements, or projects deployed at the proposed locations. There also has not been any previous federal funds from previous projects as part of this HSIP application within the last 5 years. The City has been funded for other HSIP projects in other cycles, however as stated above none of proposed locations part of this HSIP Cycle 9 overlap with previously funded projects.

5. Other Comments

Explain here if this project requests any exceptions to the rules (such as "PE no more than 25%", "ROW no more than 10%" and "CE no more than 15%" rules), or if you have any other comments. (Limited to 5,000 characters)

No other comments.

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III. Project Cost, Safety Countermeasures and Benefit Cost Ratio (BCR)

Please transfer the below from the HSIP Analyzer. Please make sure you have reviewed the HSIP Analyzer instructions and completed the HSIP Analyzer correctly.

For some funding set-asides, only the project cost information is required. Please review the [Application Form Instructions](#) for details.

Total Project Cost

\$601,300

HSIP Funds Requested

\$601,300

**Project's Maximum Federal Reimbursement Ratio
(e.g. enter 90 for 90%)**

100%

Countermeasures

Number of Countermeasures Utilized (Max 3):

Countermeasure No. 1 S2: Improve signal hardware: lenses, back-plates with retroreflective borders, mounting, size, and number**Countermeasure No. 2** S19: Install pedestrian countdown signal heads**Project Benefit**

\$8,687,745

Benefit Cost Ratio (BCR)

14.45

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IV. Implementation Schedule (See [Application Form Instructions](#))

The local agency is expected to deliver the project per Caltrans Local Assistance [Safety Program Delivery requirements](#).
In order for the milestones to be calculated correctly, all fields need to be filled in. For steps that are not applicable, enter "0".

Target Date for the Project's Amendment into the FTIP:

01/01/2019

Time for agency to internally staff project and request PE authorization:

3 Month(s)

Typical time for Caltrans and FHWA to process and approve PE authorization:

2 Month(s)

Proposed PE Authorization Date:

06/01/2019

(PE Authorization Delivery Milestone)

Will external consultants be required to complete the PE phase of this project?

Yes

Additional time needed to the Delivery Process for hiring PE consultant(s):

6 Month(s) (0 - 6)

Time to prepare environmental studies request:

2 Month(s)

Time to complete CEQA/NEPA studies/approvals:

2 Month(s)

See PES Form in the LAPM for Typical studies and permits

Time to complete the Right of Way Acquisition (federal process):

2 Month(s)

Plan on 18 months minimum for federal process including a condemnation

Time to complete final PS&E documentation:

9 Month(s)

Other:

0 Month(s)

Expected Completion Date for the PE Phase:

03/01/2021

Time for agency to request CON authorization:

3 Month(s)

Typical time for Caltrans and FHWA to process and approve CON authorization:

3 Month(s)

Proposed CON Authorization Date:

09/01/2021

(CON Authorization Delivery Milestone)

Time included for the agency's workload-leveling or construction-window needs:

4 Month(s)

Time to award contract with CON contractor (following the federal process, including Board/Council approval, advertise, award, execute and mobilize):

3 Month(s)

Time to complete construction:

9 Month(s)

Time included for closing the CON contract:

3 Month(s)

Other:

0 Month(s)

Expected Completion Date for the CON Phase:

04/01/2023

Time to complete the project close-out process:

3 Month(s)

Typical time for Caltrans and FHWA to process and approve project close-out:

3 Month(s)

Expected Completion Date for the project Close-Out:

10/01/2023

(Close-Out Delivery Milestone)

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V. Application Attachments (See [Application Form Instructions](#))Please attach all files as needed. **Note: files may not be attachable if file is open. Close before attach.**1. Engineer's Checklist **(Required for all projects)**

1-Engineer's Checklist (SEM - Signed).pdf

2. Vicinity map/Location map **(Required for all projects)**

2-Vicinity & Location Map (SEM).pdf

3. Project maps/plans showing existing and proposed conditions **(Required for all projects)**

3-Existing & Proposed Conditions (SEM).pdf

4. Pictures of Existing Condition **(Required for all projects)**

4-Pics of Existing (SEM).pdf

5. HSIP Analyzer **(Required for all projects)**

5-HSIP Analyzer (SEM).pdf

6. Collision diagram(s) **(Required for this project)**

6-Collision Diagrams (SEM).pdf

7. Collision List(s) **(Required for this project)**

7-Collision Lists (SEM).pdf

8. Warrant Studies **(Not required for this project)**

8-Warrant Studies - NOT APPLICABLE.pdf

9. Letter/email of Support from Caltrans (No SHS involved - not required for this project)

9-Letter or Email from Caltrans - NOT APPLICABLE.pdf

10. Additional narration, documentation, letters of support, etc. (Optional)

10-Letters of Support from Elected Officials (SEM).pdf

April 2018

HSIP Cycle 9 Application, Engineer's Checklist

HSIP Cycle 9 Application – Engineer's Checklist

(For applications that BCR is required)

This application checklist is to be used by the engineer in "responsible charge" of the preparation of this HSIP application, based on the final application and application attachments as submitted to Caltrans. The engineer's initials and stamp should not be placed until the application has been finalized.

The purpose of this checklist is to ensure all of the primary elements of the application are included and the application is free of errors, allowing the application to be accurately ranked in the statewide selection process. Applications with errors in the supporting data will not be considered in the project selection process.

Special Considerations for Engineers before signing and stamping this document attesting to the accuracy of the application:

Chapter 7; Article 3; Section 6735 of the Professional Engineer's Act of the State of California requires engineering calculations or reports be either prepared by or under the responsible charge of a licensed civil engineer. Since the corresponding HSIP application defines the scope of work of a future civil construction project and requires complex engineering principles and calculations which are based on the best data available at the time of the application, the application must be signed and stamped by a licensed civil engineer. By signing and stamping this document, the engineer is attesting to this application's technical information and engineering data upon which local agency's recommendations, conclusions, and decisions are made. This action is governed by the Professional Engineer's Act and the corresponding Code of Professional Conduct, under Sections 6775 and 6735.

1. Vicinity map /Location map

Engineer's Initials: MA

- a. The project limits must be clearly depicted in relation to the overall agency boundary

2. Project layout-plan showing existing and proposed conditions must:

Engineer's Initials: MA

- a. Be to a scale which allows the visual verification of the overall project limits and the construction limits of each safety countermeasure (CM) included in the application's BCR
- b. Show the full scope of the proposed project, including any non-safety construction items
- c. Show the "Influence Area" for each safety CM included in the application's BCR
- d. Show all changes to existing lanes and shoulder widths. Label the proposed widths
- e. Show limits of all roadway excavation/demolition
- f. Show agency's right of way (ROW) lines. (Also show ROW of the State, Railroad, and all other government agencies)

3. Project cross-section showing existing and proposed conditions.

(Only required for projects with roadway excavation, cut/fill slopes, and changes to lane widths)



Check if not applicable (no initials required when not applicable)

Engineer's Initials: _____

- a. Show dimension, changes, ROW lines, safety CMs, etc.

April 2018

HSIP Cycle 9 Application, Engineer's Checklist

4. Countermeasure Selection:Engineer's Initials: MA

- a. The CMs used are appropriate and reasonable based on the HSIP guidelines and application instructions, including Appendix B of the Local Roadway Safety Manual.

5. Crash Data used in the Benefit Cost Ratio (BCR) calculations:Engineer's Initials: MA

- a. Must be from a reliable and well documented source
- b. Must be within influence area of CMs and must be applied to CMs using generally accepted traffic engineering principles
(Example: If the CM only addresses the northbound lanes of a divided roadway, then southbound crashes should be excluded.)
- c. Must be accurately shown in collision diagrams and collision lists attached to this application
- d. Must be presented in terms of the number of crashes (**not** the number of injuries and fatalities)
- e. Must be based on the most recent data available and must have a minimum 3 years and maximum 5 years of data

6. Collision Diagrams (Shown separately or combined)Engineer's Initials: MA

- a. Should be to scale with crash locations accurately plotted
- b. Reveal collision patterns necessary to justify CMs
- c. The influence area for each CM is shown separately on the diagrams (unless the areas are identical)
- d. All crashes, included in the BCR Calculation, must be clearly shown within the influence area of that CM
- e. Totals for each Location and/or CM are shown with crashes segregated based on Crash Severity
- f. The totals shown match the data in the Collision Lists and the crash data tables in the HSIP Analyzer

7. Collision Lists (Shown separately or combined)Engineer's Initials: MA

- a. Totals for each Location and/or CM are shown with crashes segregated based on Crash Severity
- b. If the Lists includes crashes that were not appropriate to include in the BCR calculations, these crashes must be crossed through or removed and not included in the totals
- c. The totals shown match the data in the Collision Diagrams and the crash data tables in the HSIP Analyzer
- d. Each crash is only counted as one, even if there were multiple victims and/or vehicles involved

8. Detailed Engineer's Estimate and Project Cost Estimate (HSIP Analyzer – Sections I & II)Engineer's Initials: MA

- a. All likely construction costs associated with the project are identified and included in Section I (Construction Cost Estimate and Cost Breakdown)
- b. Each of the main project elements are broken out into separate construction items. The costs for the construction items are based on calculated quantities and appropriate corresponding unit costs
- c. Costs for the construction items are distributed among the CMs using a logical method to fairly calculate each CM's cost
- d. "Other Safety-Related" and "Non-Safety-Related" components are properly identified and accounted for
- e. Each CM included in the BCR calculation must represent a minimum of 15% of the construction costs unless an exception is being requested (automatic in the HSIP Analyzer)
- f. The Total Construction Cost in Section I must match the "Construction Items – Total Cost" in Section II (Project Cost Estimate) (automatic in the HSIP Analyzer)
- g. The project costs of all phases must be properly accounted for in Section II

April 2018

HSIP Cycle 9 Application, Engineer's Checklist

9. Benefit and BCR Calculation (HSIP Analyzer – Sections III & IV)Engineer's Initials: MA

- a. Project locations are grouped appropriately per Manual for HSIP Analyzer
- b. For each of location groups, the CMs applied are selected properly based on the proposed work for safety improvements;
- c. For each of the location groups, the crash data time period must be a minimum of 3 years and a maximum of 5 years and the most recent available crash data must be used.
- d. For each of the location groups, the data in the crash data tables for each location must include only the crashes for the specified crash types and must match those in the Collision Diagrams and the Collision Lists.
- e. The totals for each Location match the totals shown in the Collision Diagrams and Collision Lists
- f. The total project cost in the BCR calculation must match the total project cost in Section II (automatic in the HSIP Analyzer)
- g. The data transferred to Section III of the application form must match the data in the HSIP Analyzer

10. Warrant studies/guidance (Check if not applicable)☒ Check if not applicable (no initials required when not applicable)

Engineer's Initials: _____

- a. Traffic Signal Warrants – Warrant 4, 5 or 7 met (CA MUTCD): Signal warrants must be documented as having been met based on the CA MUTCD.

11. Additional narration, documentation, letters of support:Engineer's Initials: MA

- a. The answers to the "Narrative Questions" in the application form are consistent with and support the engineering logic and the calculations in the development of the application's BCR
- b. When needed, clarify non-standard application of countermeasures, crashes and/or costs; appropriate documentation is attached to the application to document the engineering decisions and calculations.

April 2018

HSIP Cycle 9 Application, Engineer's Checklist

Signature and Stamp Page

Licensed Engineer:

Name: Michael Ackerman

Title: City Engineer

Engineer License Number: C64663

Signature: 

Date: 8-27-2018

Email: mackerman@soelmonte.org

Phone: 626-579-6540

Engineer's Stamp:



To ensure the application's quality and the agency's commitment to deliver the safety project in an expedited manner, the application must be signed by the Agency's Transportation/Traffic Engineering Manager.

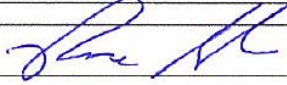
By signing this application, the manager is attesting to:

1. All data in the application is accurate and represents the total scope of the planned project;
2. The agency understands the Project Delivery Requirements for the HSIP Program and is prepared to deliver the project per these requirements; and
3. The agency understands if Caltrans staff determine that any of the above requirements are not met, or data is inaccurate, or the application fails to meet the program guidelines and application instructions, the application will be rejected and will not be eligible to receive federal safety funding. Due to time constraints in the evaluation process, applicants will not be notified until after the selection process is complete. Refer to Application Form Instructions for more information.

Transportation Manager:

Name: Rene Salas

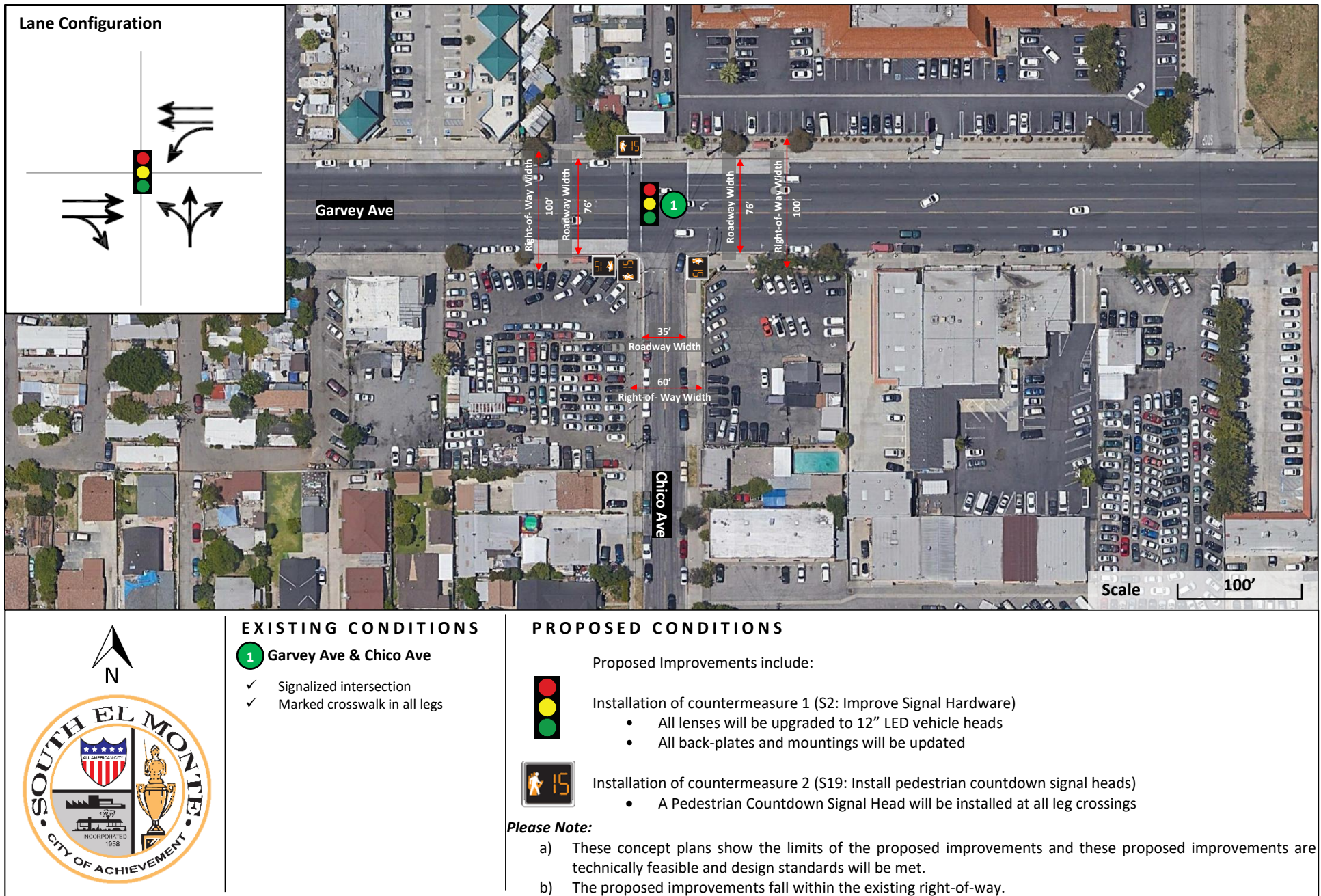
Title: Director of Public Works

Signature: 

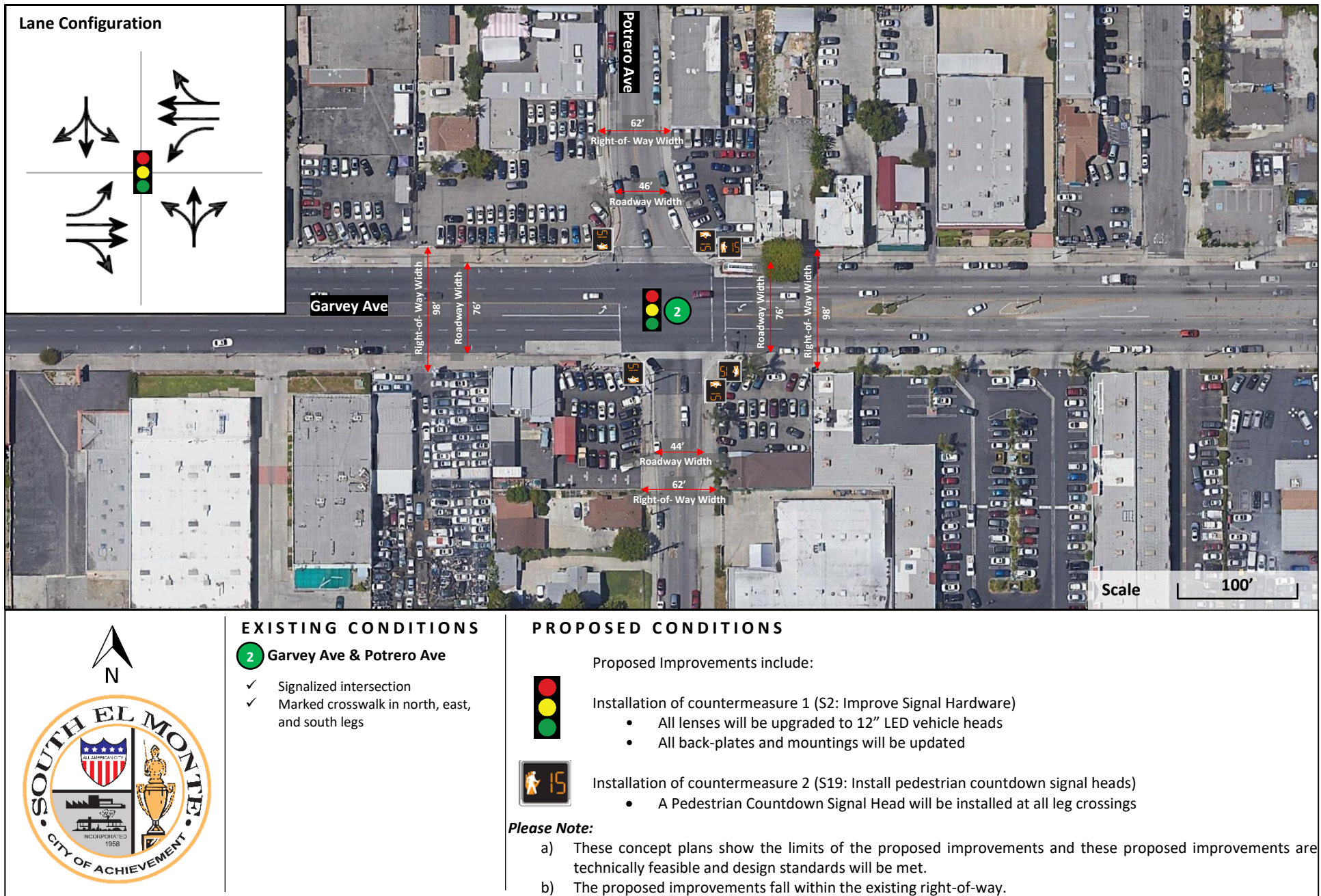
Date: 8/27/18

ATTACHMENT 2: VICINITY MAP / LOCATION MAP*City of South El Monte (Sponsoring Agency)*

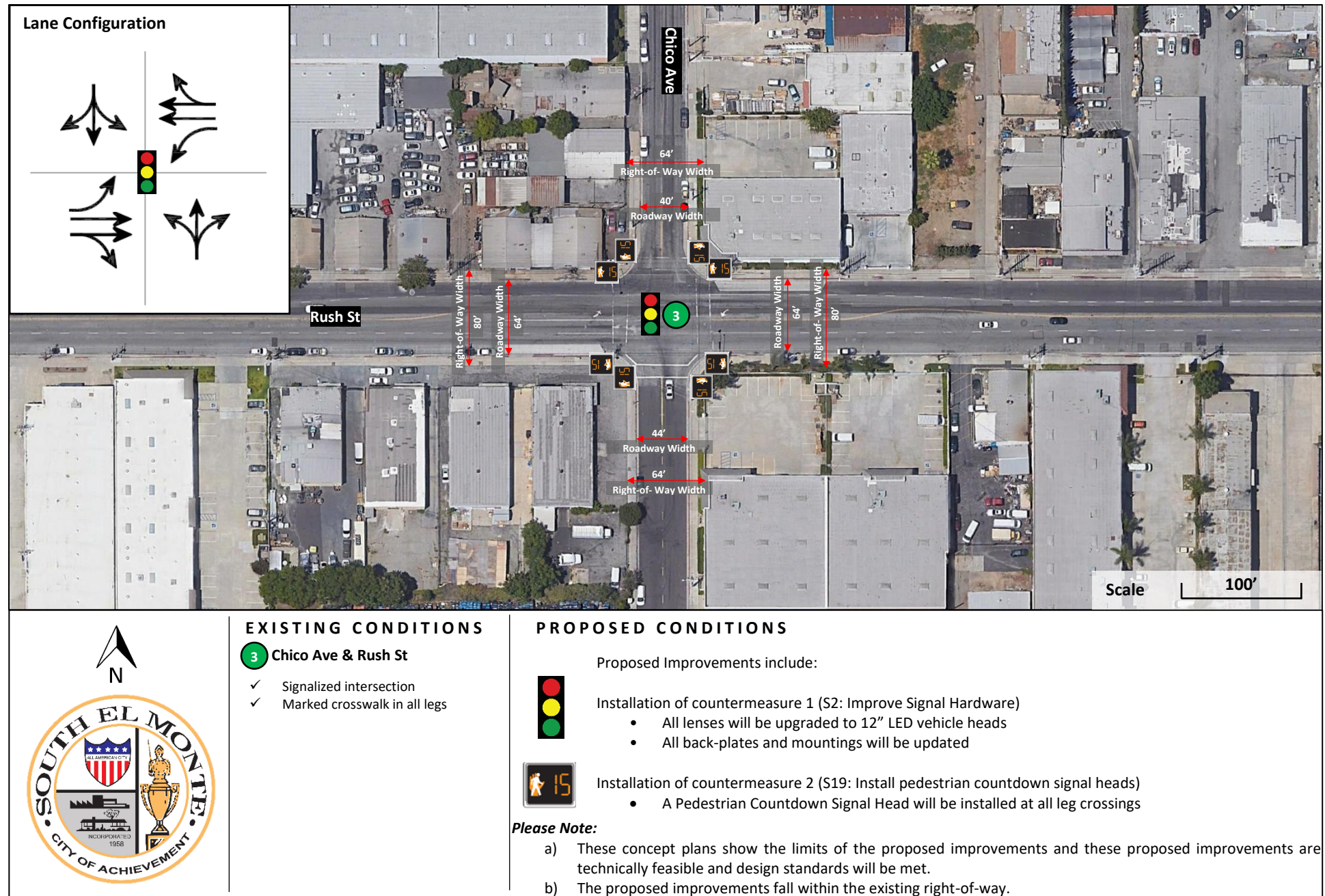
ATTACHMENT 3: PROJECT MAPS/PLANS SHOWING EXISTING AND PROPOSED CONDITIONS



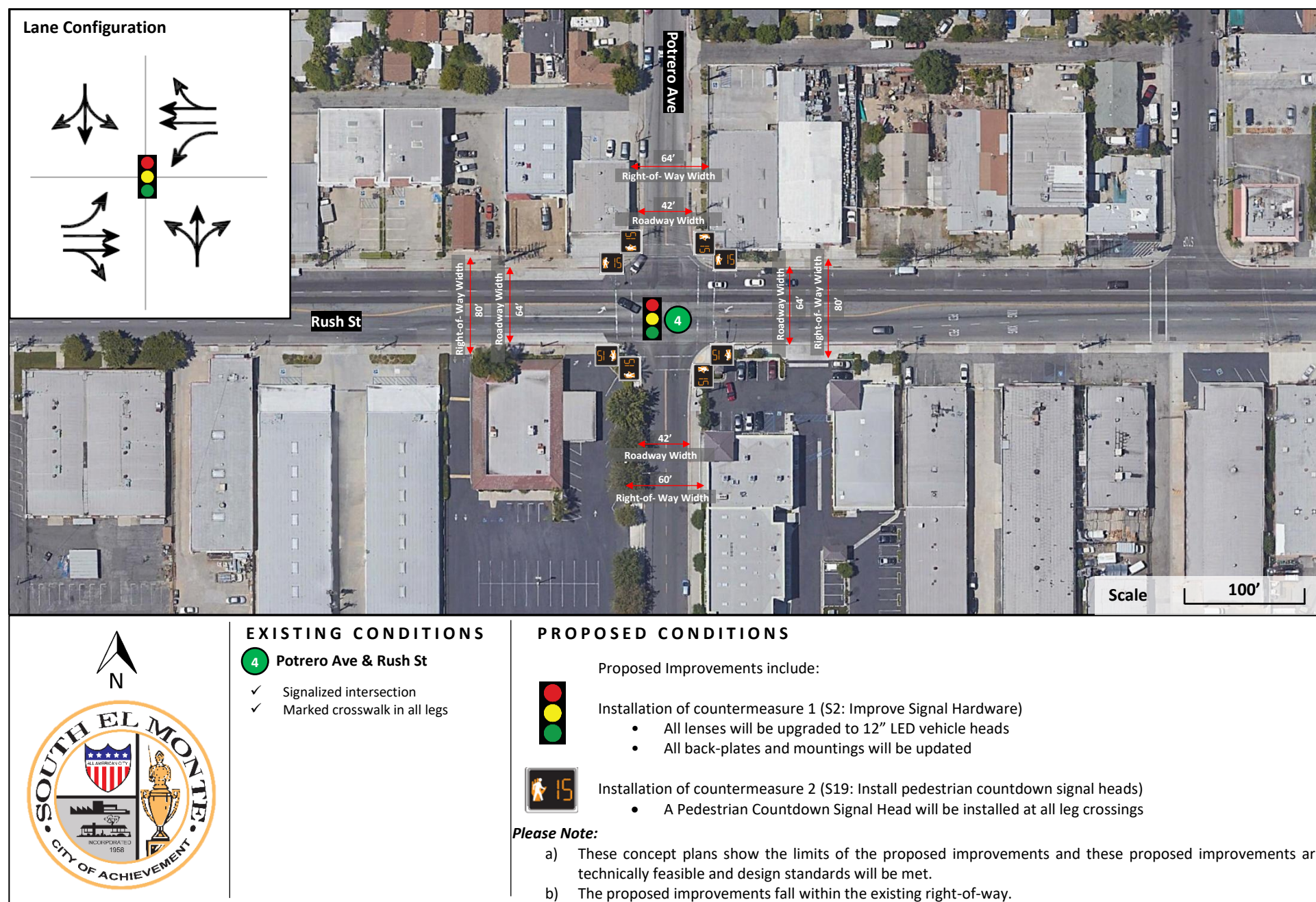
ATTACHMENT 3: PROJECT MAPS/PLANS SHOWING EXISTING AND PROPOSED CONDITIONS



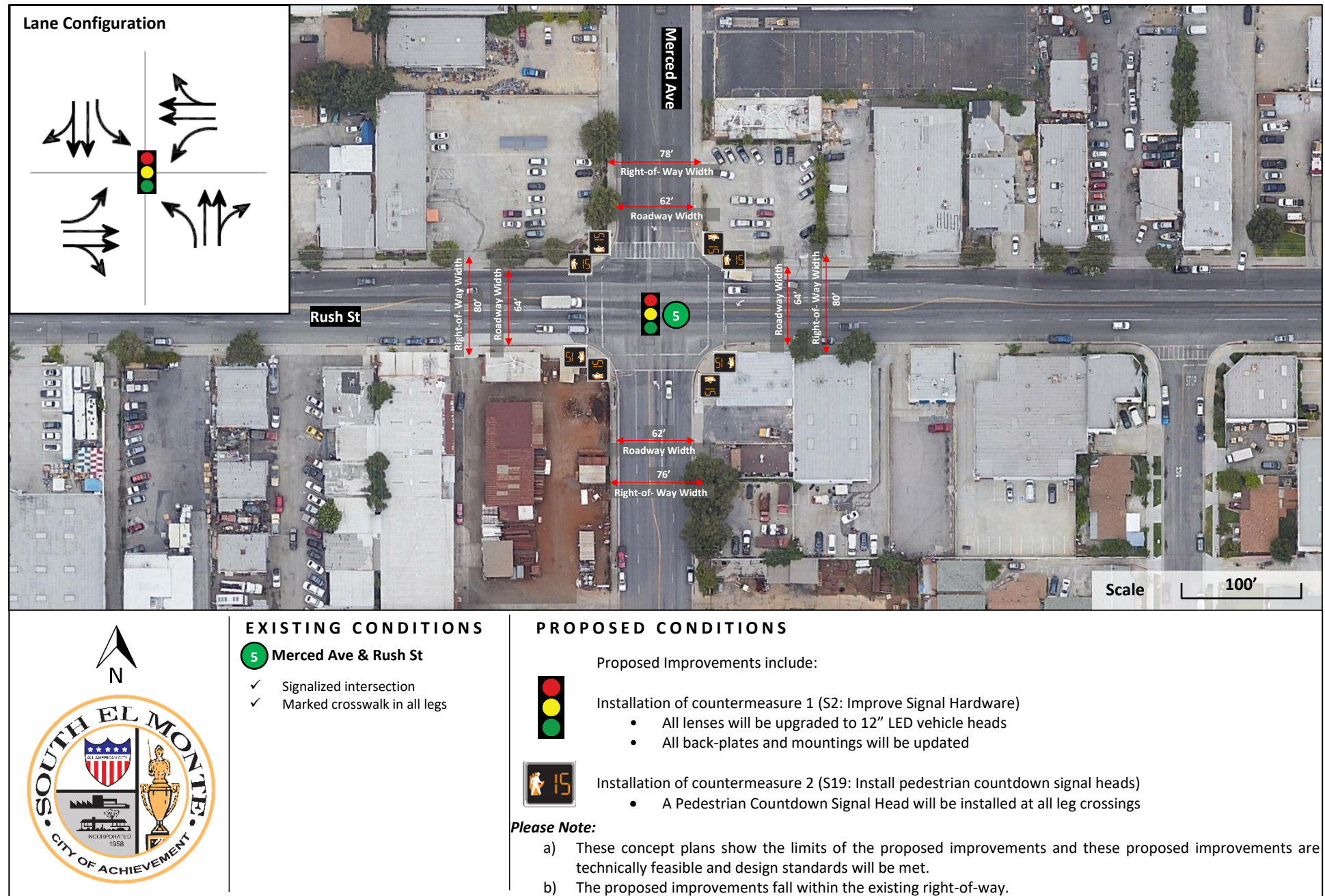
ATTACHMENT 3: PROJECT MAPS/PLANS SHOWING EXISTING AND PROPOSED CONDITIONS



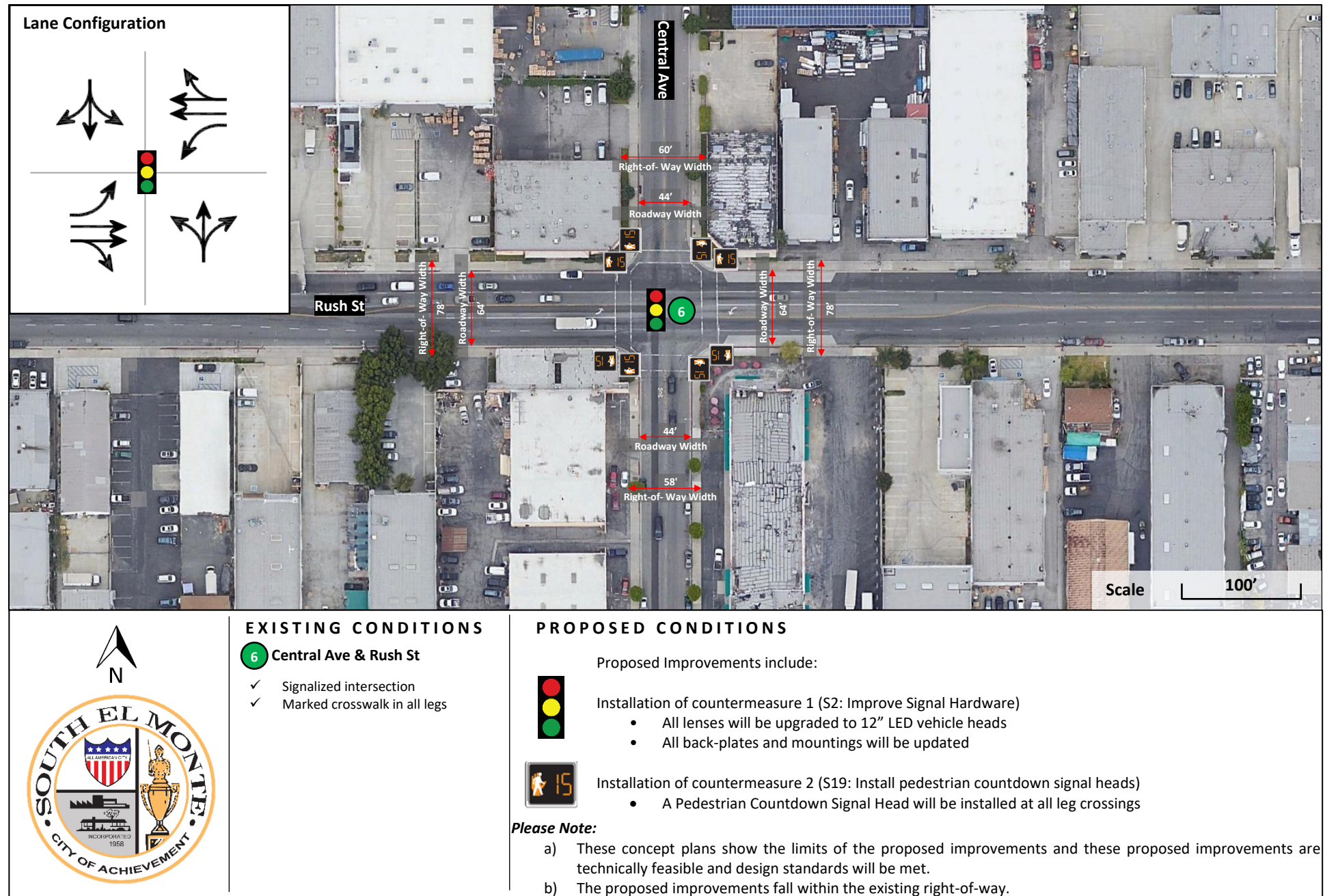
ATTACHMENT 3: PROJECT MAPS/PLANS SHOWING EXISTING AND PROPOSED CONDITIONS



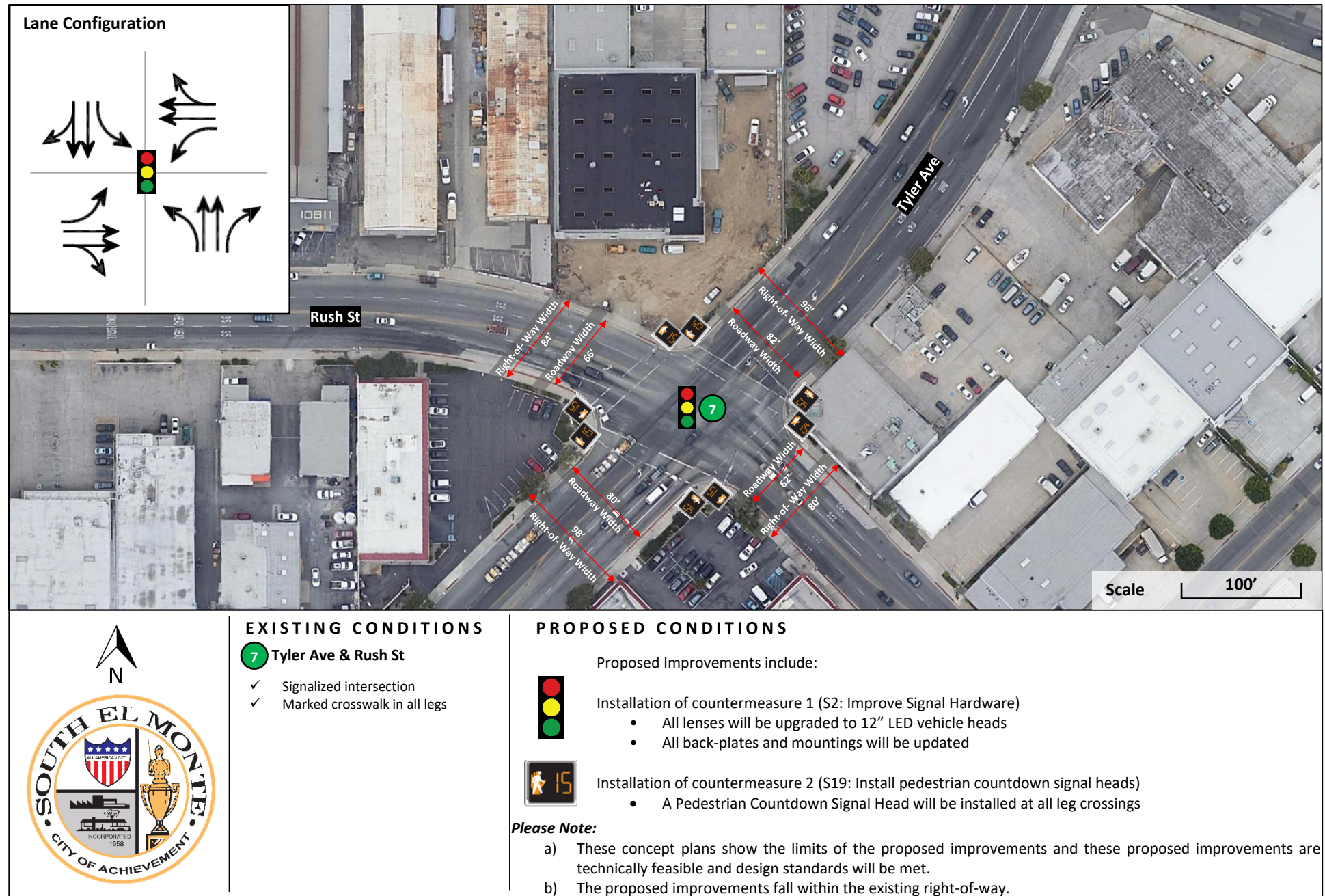
ATTACHMENT 3: PROJECT MAPS/PLANS SHOWING EXISTING AND PROPOSED CONDITIONS



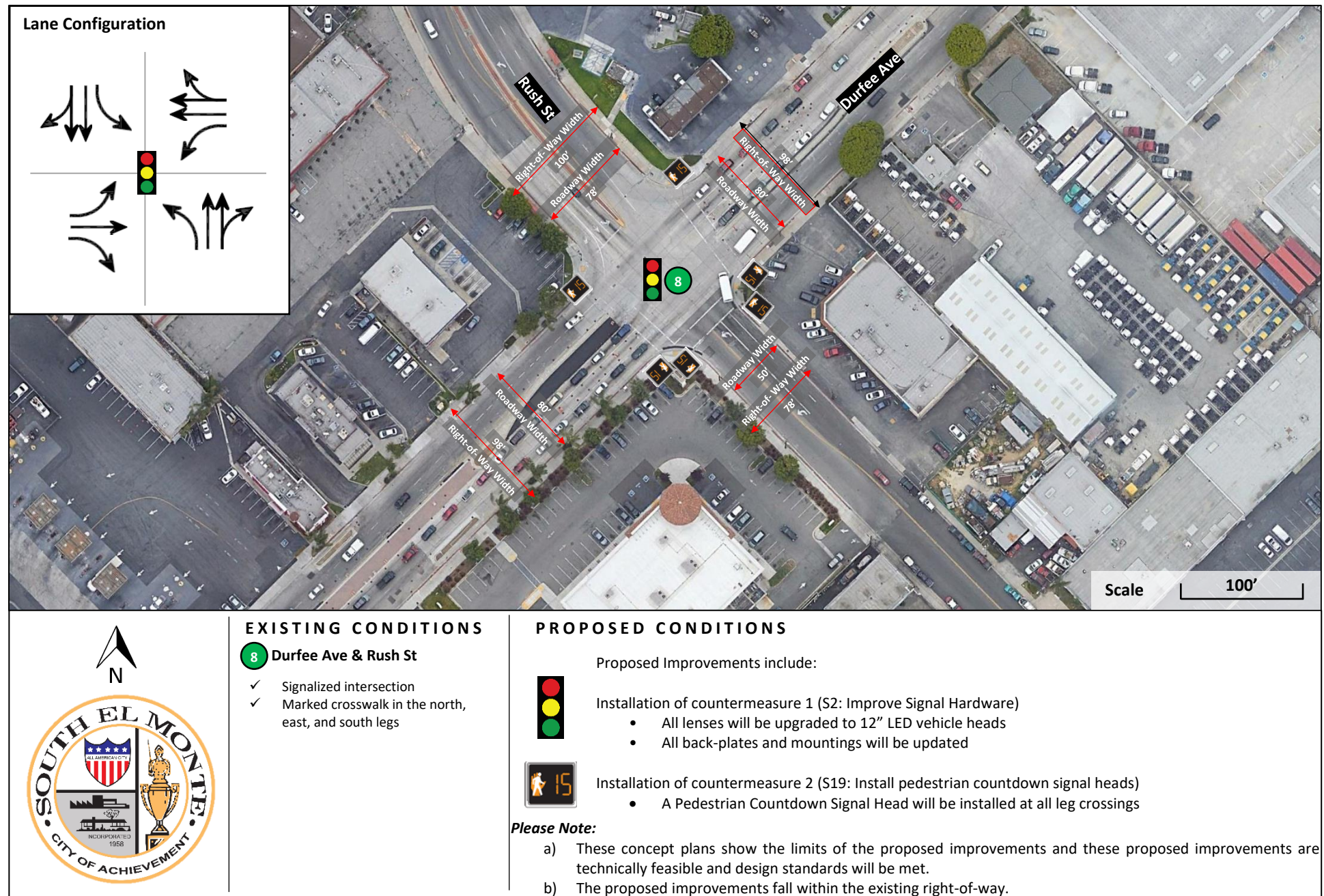
ATTACHMENT 3: PROJECT MAPS/PLANS SHOWING EXISTING AND PROPOSED CONDITIONS



ATTACHMENT 3: PROJECT MAPS/PLANS SHOWING EXISTING AND PROPOSED CONDITIONS



ATTACHMENT 3: PROJECT MAPS/PLANS SHOWING EXISTING AND PROPOSED CONDITIONS



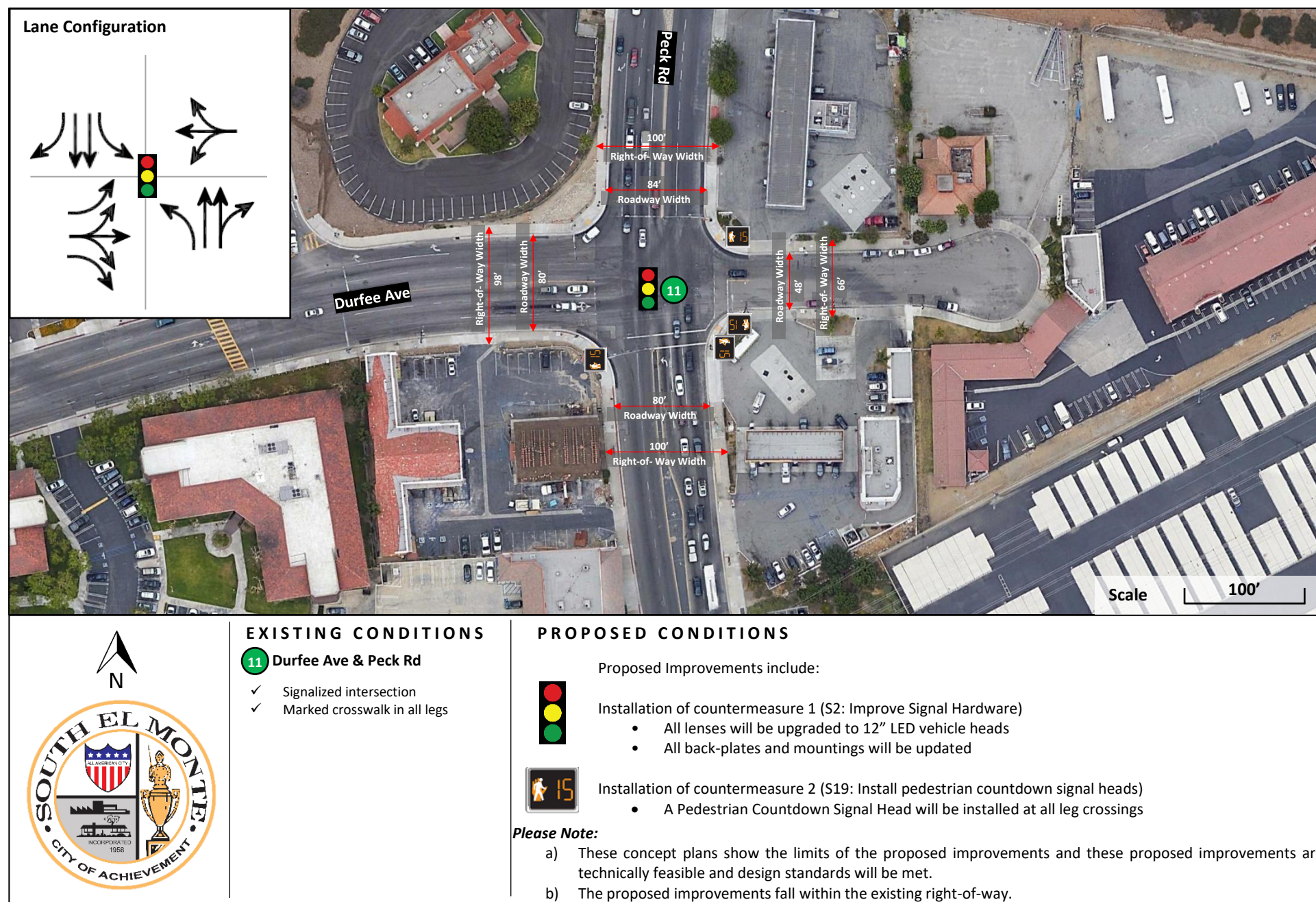
ATTACHMENT 3: PROJECT MAPS/PLANS SHOWING EXISTING AND PROPOSED CONDITIONS

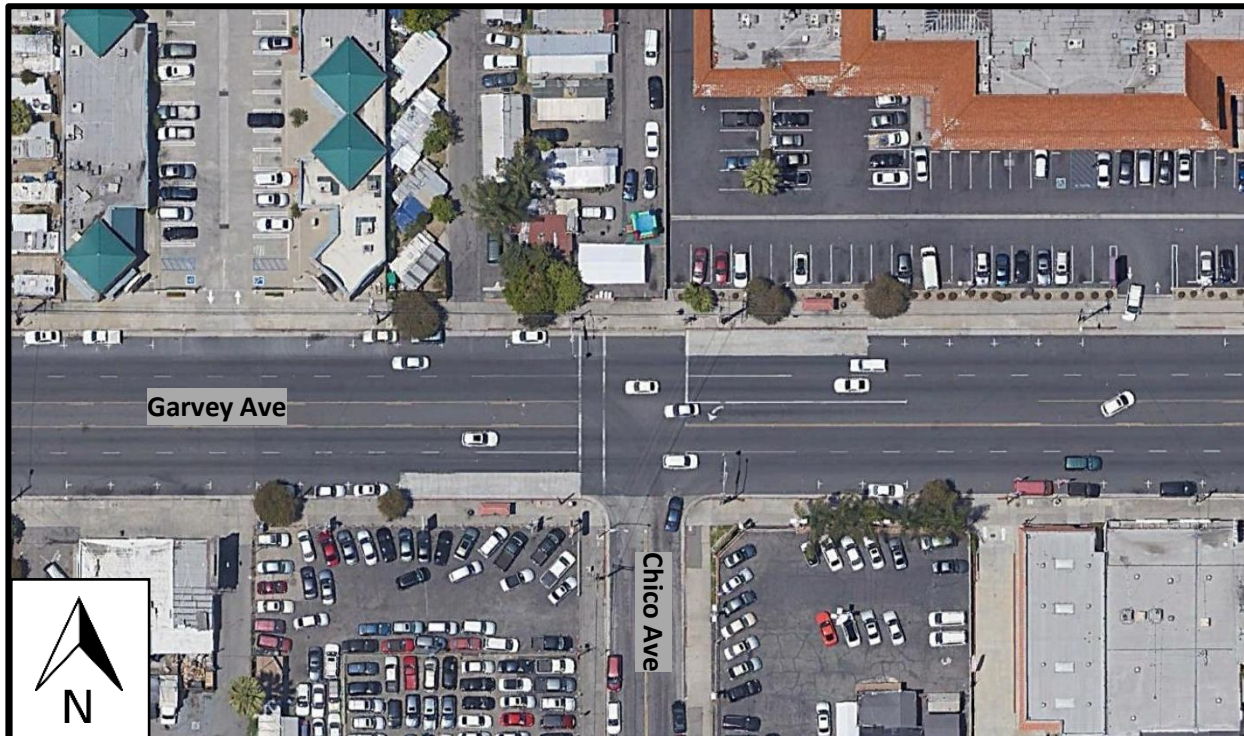


ATTACHMENT 3: PROJECT MAPS/PLANS SHOWING EXISTING AND PROPOSED CONDITIONS



ATTACHMENT 3: PROJECT MAPS/PLANS SHOWING EXISTING AND PROPOSED CONDITIONS



ATTACHMENT 4: Photos of Existing Conditions (Required for all applications)*City of South El Monte (Sponsoring Agency)***Intersection 1: Garvey Ave and Chico Ave**

Aerial view of Intersection 1 at Garvey Ave and Chico Ave

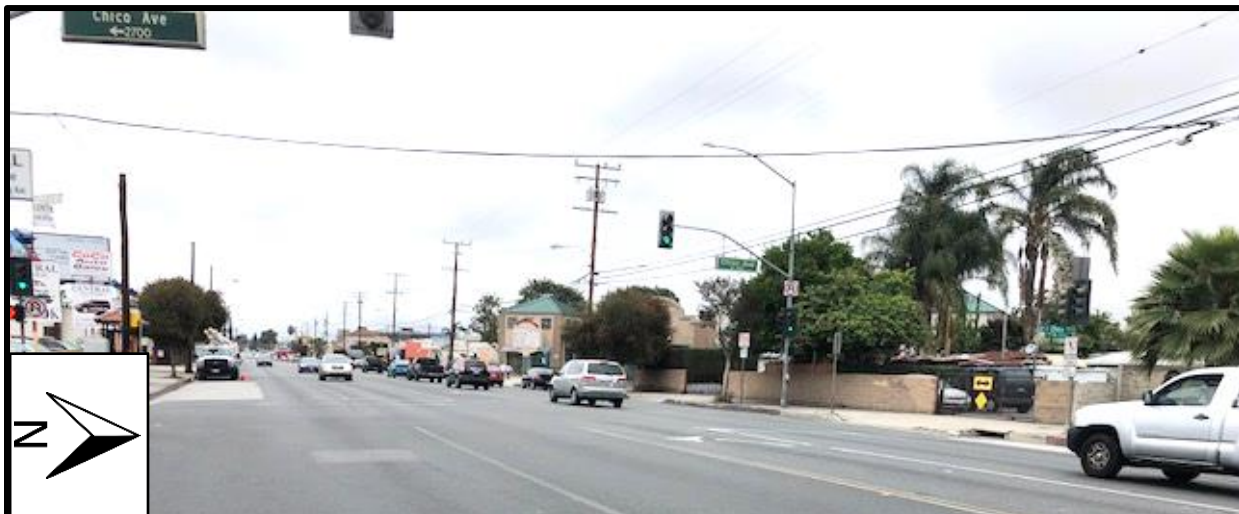


Photo of Existing Conditions for Intersection 1: Street View on Garvey Ave (WB) View at Chico Ave. Countermeasures S2 and S19 will be applied to this intersection.

ATTACHMENT 4: Photos of Existing Conditions (Required for all applications)

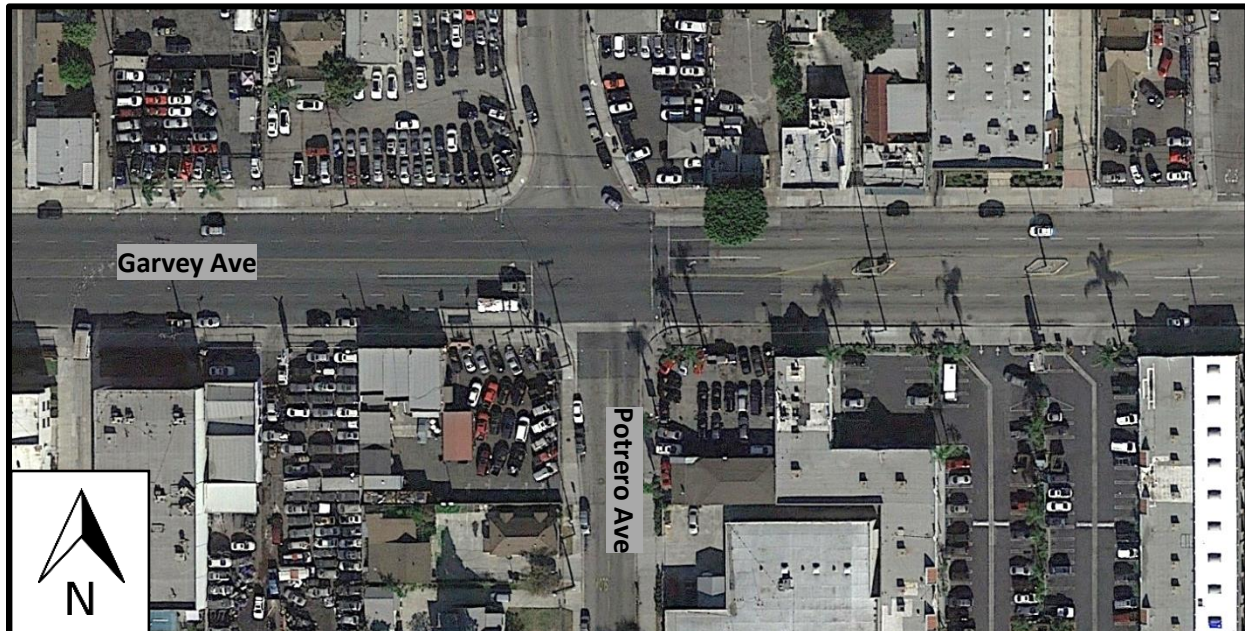
City of South El Monte (Sponsoring Agency)



Photo of Existing Conditions for Intersection 1: Street View on Garvey Ave (WB) View at Chico Ave. Countermeasures S2 and S19 will be applied to this intersection.



Photo of Existing Conditions for Intersection 1: Street View on Garvey Ave (EB) View at Chico Ave. Countermeasures S2 and S19 will be applied to this intersection.

ATTACHMENT 4: Photos of Existing Conditions (Required for all applications)*City of South El Monte (Sponsoring Agency)***Intersection 2: Garvey Ave and Potrero Ave**

Aerial view of Intersection 2 at Garvey Ave and Potrero Ave



Photo of Existing Conditions for Intersection 2: Street View on Garvey Ave (SB) View at Potrero Ave. Countermeasures S2 and S19 will be applied to this intersection.

ATTACHMENT 4: Photos of Existing Conditions (Required for all applications)

City of South El Monte (Sponsoring Agency)

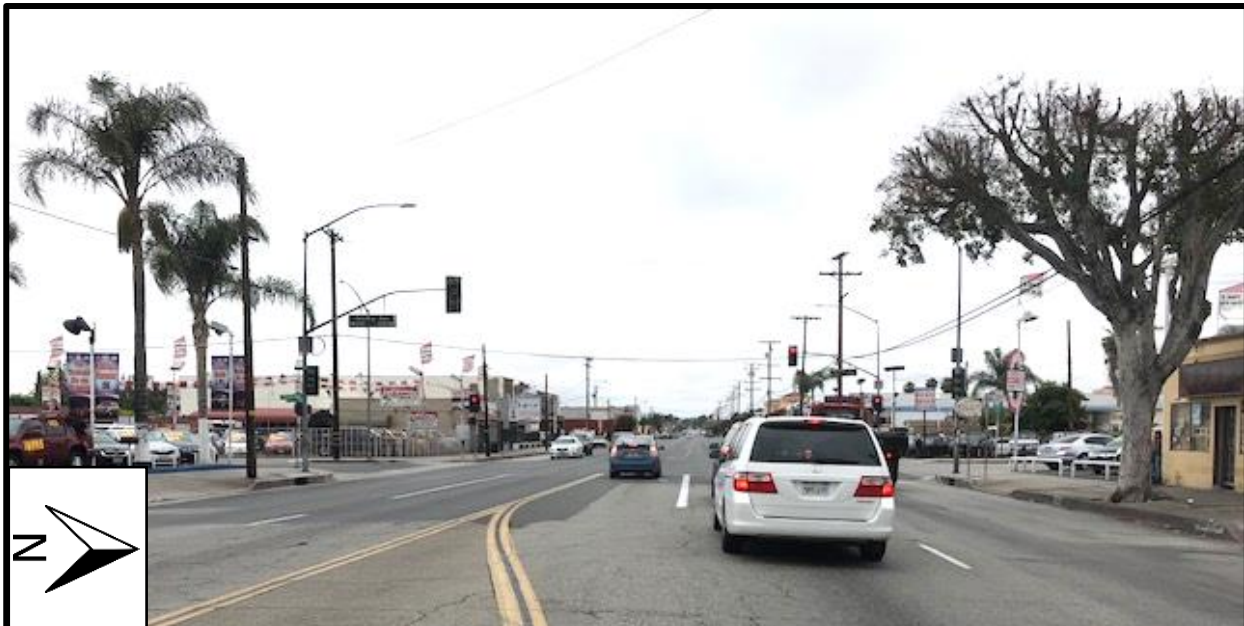


Photo of Existing Conditions for Intersection 2: Street View on Garvey Ave (WB) View at Potrero Ave. Countermeasures S2 and S19 will be applied to this intersection.



Photo of Existing Conditions for Intersection 2: Street View on Garvey Ave (NB) View at Potrero Ave. Countermeasures S2 and S19 will be applied to this intersection.

ATTACHMENT 4: Photos of Existing Conditions (Required for all applications)*City of South El Monte (Sponsoring Agency)***Intersection 3: Chico Ave and Rush St**

Aerial view of Intersection 3 at Chico Ave and Rush St



**Photo of Existing Conditions for Intersection 3: Street View on Chico Ave (SB) View at Rush St.
Countermeasures S2 and S19 will be applied to this intersection.**

ATTACHMENT 4: Photos of Existing Conditions (Required for all applications)

City of South El Monte (Sponsoring Agency)



**Photo of Existing Conditions for Intersection 3: Street View on Chico Ave (WB) View at Rush St.
Countermeasures S2 and S19 will be applied to this intersection.**

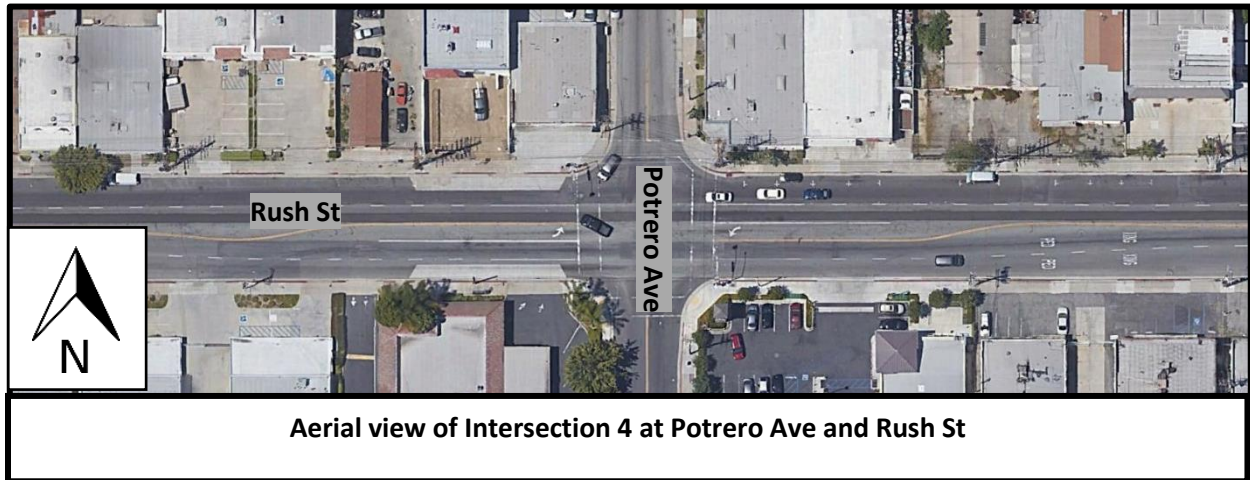


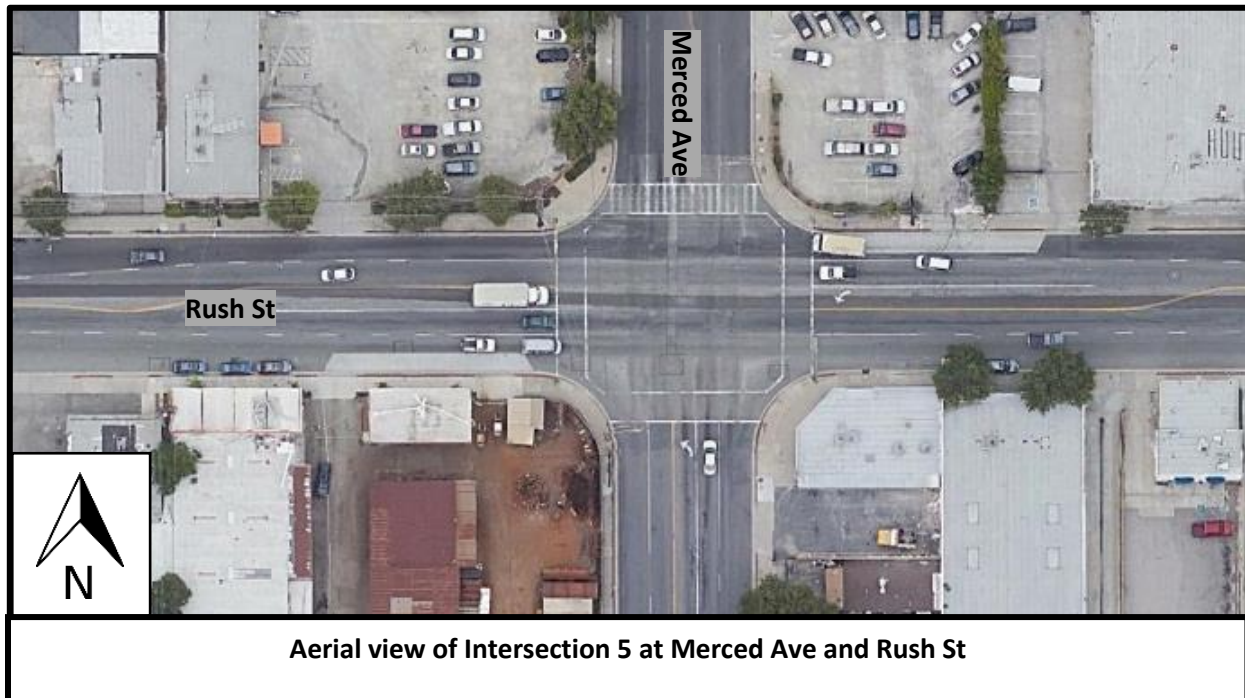
**Photo of Existing Conditions for Intersection 3: Street View on Chico Ave (EB) View at Rush St.
Countermeasures S2 and S19 will be applied to this intersection.**

ATTACHMENT 4: Photos of Existing Conditions (Required for all applications)

City of South El Monte (Sponsoring Agency)

Intersection 4: Potrero Ave and Rush St



ATTACHMENT 4: Photos of Existing Conditions (Required for all applications)*City of South El Monte (Sponsoring Agency)***Intersection 5: Merced Ave and Rush St**

ATTACHMENT 4: Photos of Existing Conditions (Required for all applications)*City of South El Monte (Sponsoring Agency)*

**Photo of Existing Conditions for Intersection 5: Street View on Merced Ave (NB) View at Rush St.
Countermeasures S2 and S19 will be applied to this intersection.**

ATTACHMENT 4: Photos of Existing Conditions (Required for all applications)

City of South El Monte (Sponsoring Agency)

Intersection 6: Central Ave and Rush St



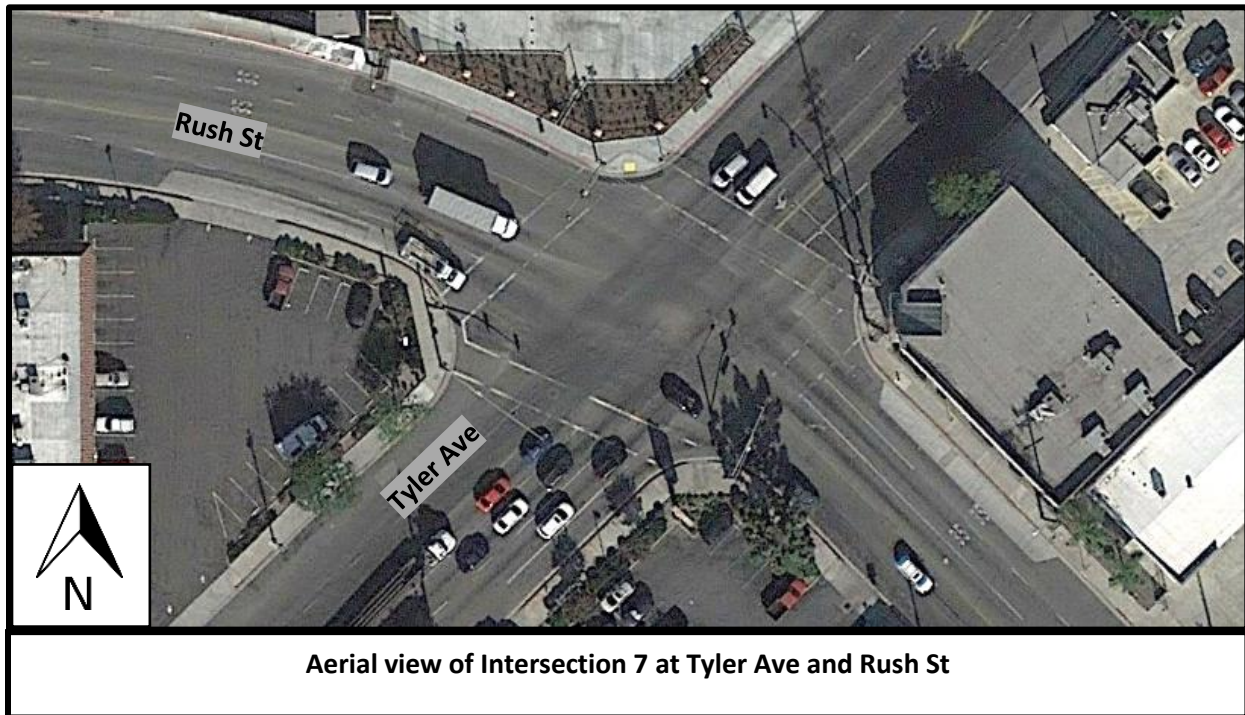
Aerial view of Intersection 6 at Central Ave and Rush St

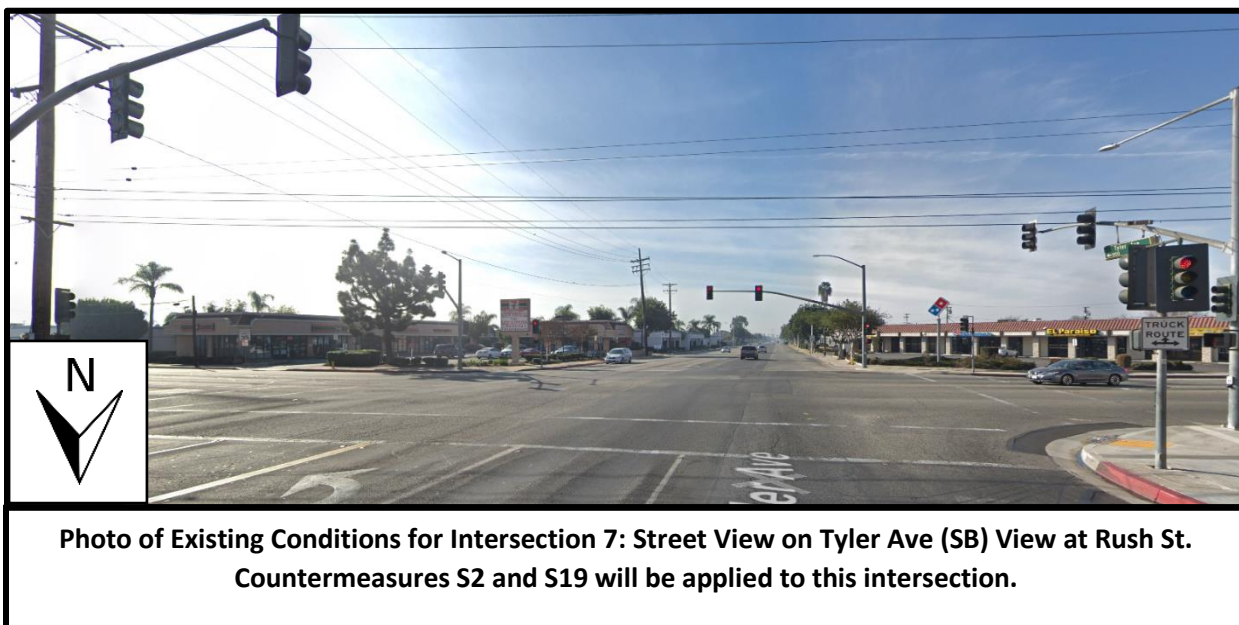


Photo of Existing Conditions for Intersection 6: Street View on Central Ave (SB) View at Rush St. Countermeasures S2 and S19 will be applied to this intersection.



Photo of Existing Conditions for Intersection 6: Street View on Central Ave (WB) View at Rush St. Countermeasures S2 and S19 will be applied to this intersection.

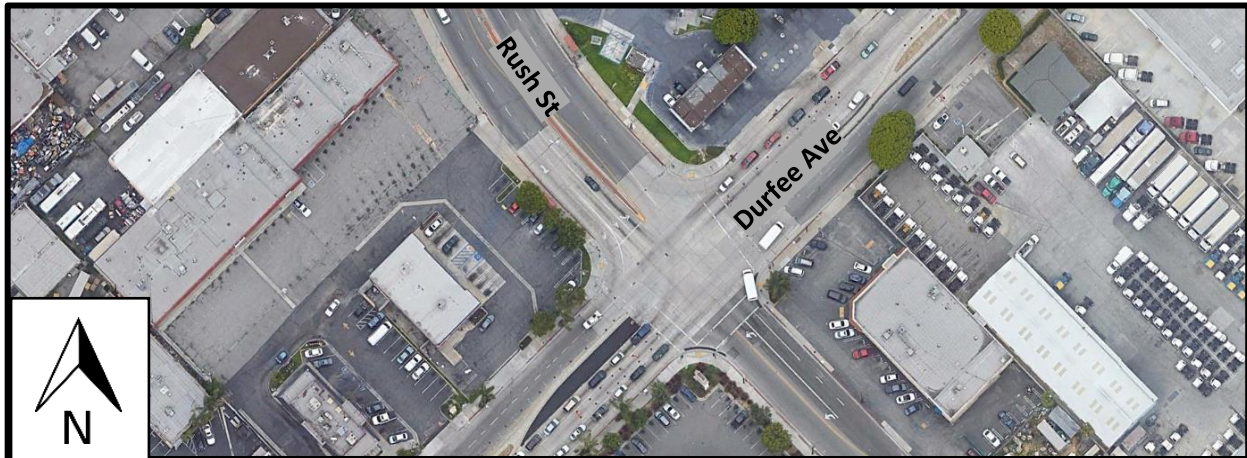
ATTACHMENT 4: Photos of Existing Conditions (Required for all applications)*City of South El Monte (Sponsoring Agency)***Intersection 7: Tyler Ave and Rush St**

ATTACHMENT 4: Photos of Existing Conditions (Required for all applications)*City of South El Monte (Sponsoring Agency)*

ATTACHMENT 4: Photos of Existing Conditions (Required for all applications)

City of South El Monte (Sponsoring Agency)

Intersection 8: Durfee Ave and Rush St



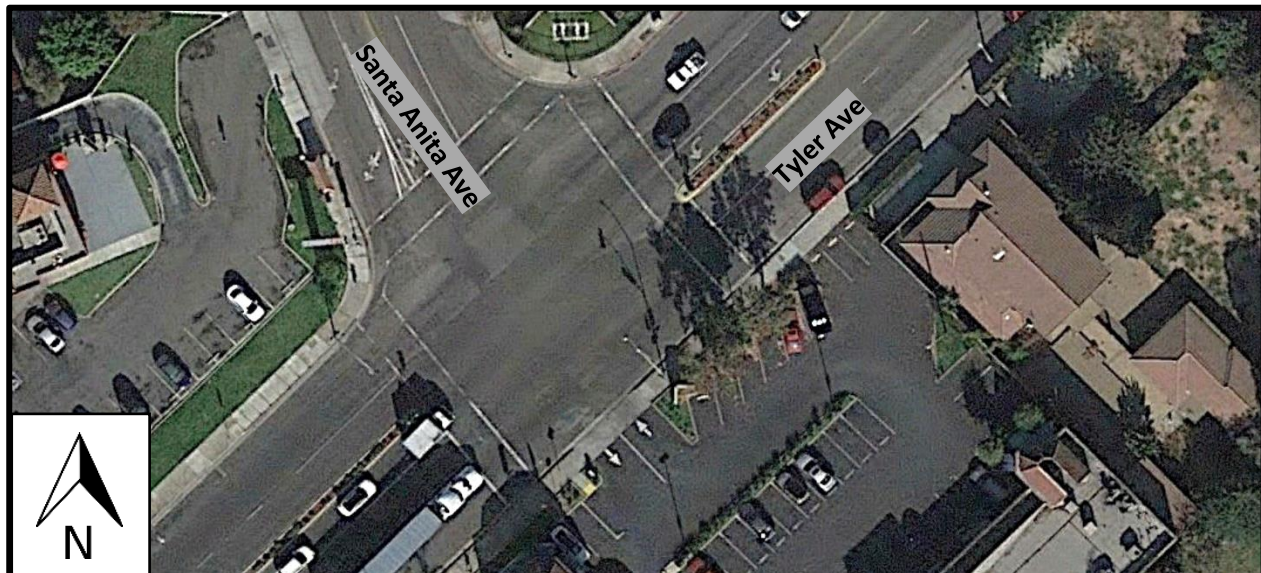
Aerial view of Intersection 8 at Durfee Ave and Rush St



Photo of Existing Conditions for Intersection 8: Street View on Durfee Ave (WB) View at Rush St. Countermeasures S2 and S19 will be applied to this intersection.



Photo of Existing Conditions for Intersection 8: Street View on Durfee Ave (SB) View at Rush St. Countermeasures S2 and S19 will be applied to this intersection.

ATTACHMENT 4: Photos of Existing Conditions (Required for all applications)*City of South El Monte (Sponsoring Agency)***Intersection 9: Santa Anita Ave and Tyler Ave**

Aerial view of Intersection 9 at Santa Anita Ave and Tyler Ave



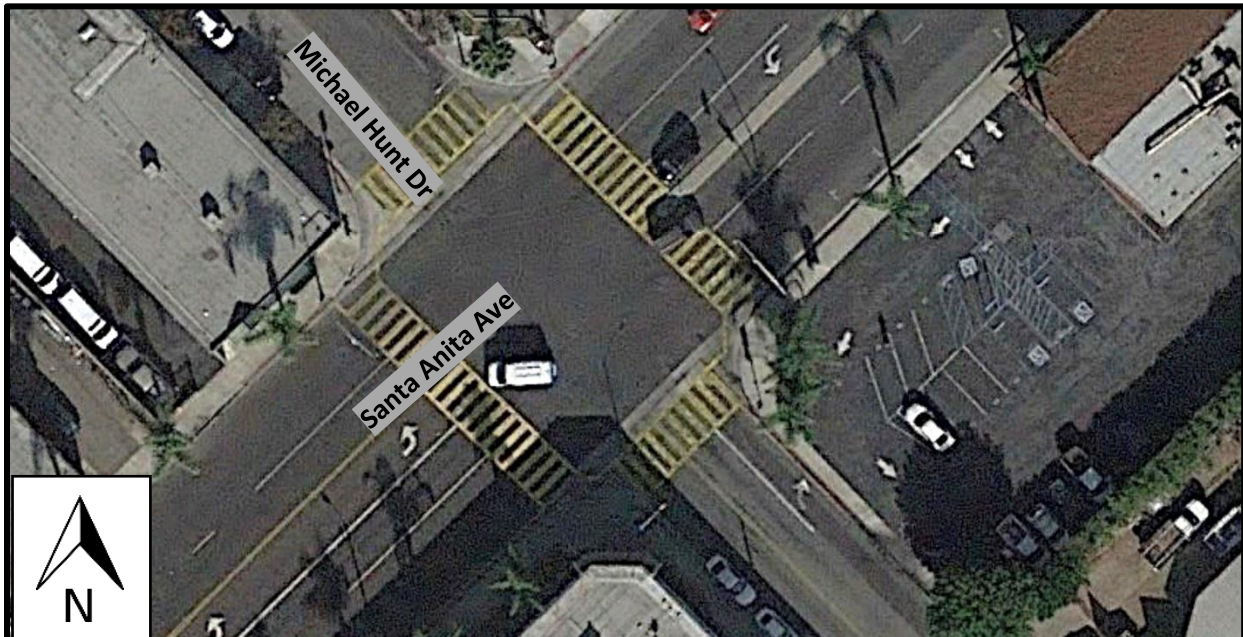
Photo of Existing Conditions for Intersection 9: Street View on Santa Anita Ave (NB) View at Tyler Ave. Countermeasures S2 and S19 will be applied to this intersection.

ATTACHMENT 4: Photos of Existing Conditions (Required for all applications)*City of South El Monte (Sponsoring Agency)*

Photo of Existing Conditions for Intersection 9: Street View on Santa Anita Ave (NB) View at Tyler Ave. Countermeasures S2 and S19 will be applied to this intersection.



Photo of Existing Conditions for Intersection 9: Street View on Santa Anita Ave (EB) View at Tyler Ave. Countermeasures S2 and S19 will be applied to this intersection.

ATTACHMENT 4: Photos of Existing Conditions (Required for all applications)*City of South El Monte (Sponsoring Agency)***Intersection 10: Michael Hunt Dr. and Santa Anita Ave.**

Aerial view of Intersection 10 at Santa Anita Ave and Michael Hunt Dr



Photo of Existing Conditions for Intersection 10: Street View on Santa Anita Ave (EB) View at Michael Hunt Dr. Countermeasures S2 and S19 will be applied to this intersection.

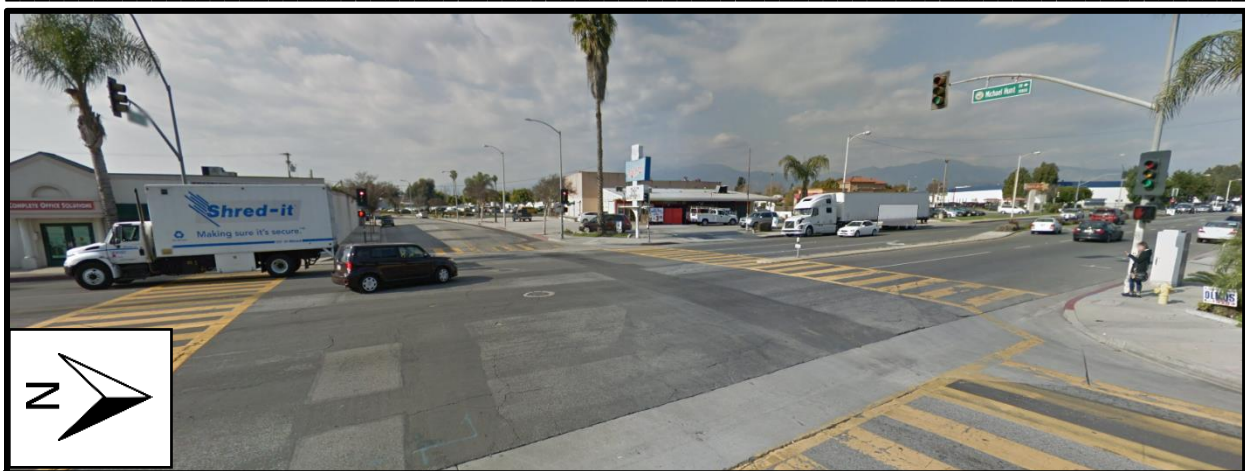
ATTACHMENT 4: Photos of Existing Conditions (Required for all applications)*City of South El Monte (Sponsoring Agency)*

Photo of Existing Conditions for Intersection 10: Street View on Santa Anita Ave (WB) View at Michael Hunt Dr. Countermeasures S2 and S19 will be applied to this intersection.

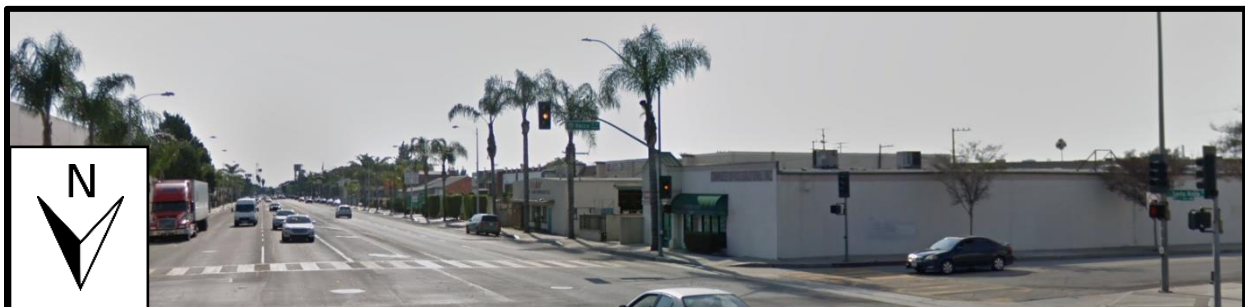
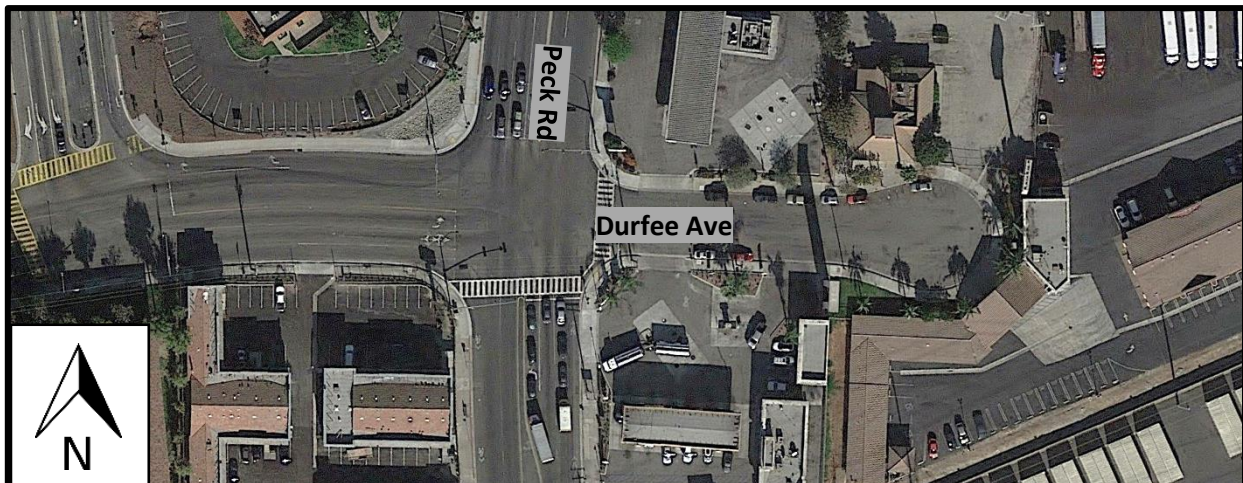


Photo of Existing Conditions for Intersection 10: Street View on Santa Anita Ave (SB) View at Michael Hunt Dr. Countermeasures S2 and S19 will be applied to this intersection.

ATTACHMENT 4: Photos of Existing Conditions (Required for all applications)

City of South El Monte (Sponsoring Agency)

Intersection 11: Durfee Ave and Peck Rd



Aerial view of Intersection 11 at Durfee Ave and Peck Rd



Photo of Existing Conditions for Intersection 11: Street View on Durfee Ave (SB) and Peck Rd. Countermeasures S2 and S19 will be applied to this intersection.



Photo of Existing Conditions for Intersection 11: Street View on Durfee Ave (EB) and Peck Rd. Countermeasures S2 and S19 will be applied to this intersection.

HSIP ANALYZER

Cost Estimate, Crash Data and Benefit Cost Ratio (BCR) Calculation for Highway Safety Improvement Program (HSIP) Application

Important: Review and follow the step-by-step instructions in "[Manual for HSIP Analyzer](#)". Completing the HSIP Analyzer without referencing to the manual may result in an application with fatal flaws that will be disqualified from the ranking and selection process.

All yellow highlighted fields must be filled in. The gray fields are calculated and read-only. This is a dynamic form (later steps vary depending on the data entered in earlier steps). If any error messages in red appear, fix the errors prior to proceeding to the next steps.

1. Application ID, Project Location and Project Description (copy from the HSIP Application Form):

Application ID:

07-South El Monte-1

Save this file using the Application ID plus "Calc" as the file name (e.g. "07-Los Angeles-01Calc.pdf").

Project Location: (limited to 250 characters) This project is located in the City of South El Monte's public ROW at various signalized intersections throughout the City.

Project Description: (limited to 250 characters) This project is focused on safety improvements including signal hardware improvements to the lenses, back-plates with retroreflective borders, mounting, size, and number, as well as installation of pedestrian countdown signal heads.

2. Application Category (Check one):

Application Categories that require a Benefit Cost Ratio (BCR):

☒ Common BCR Application ☐ Set-aside for High Friction Surface Treatment

Application Categories that do NOT require a Benefit Cost Ratio (BCR):

☐ Set-aside for Guardrail Upgrades ☐ Set-aside for Horizontal Curve Signing
☐ Set-aside for Pedestrian Crossing Enhancements ☐ Set-aside for Tribes

Dual consideration?

If an Application Category that does not require a BCR is selected above, check this box to indicate your desire that this application will be considered as a Common BCR Application as well in case it does not get selected for funding under the set-aside category. If this box is checked, a benefit cost analysis is required so the project will have a BCR.

A safety benefit cost analysis is required for this application. This tool will guide through cost estimate, safety benefit evaluation and Benefit Cost Ratio (BCR) calculation.

Section I. Construction Cost Estimate and Cost Breakdown

The purpose of this section is to:

- Provide detailed engineer's estimate (for construction items only). The costs for other phases (PE, ROW, and CE) will be included in Section II.
- Test if countermeasures (CMs) (up to 3) are eligible for being used in the project benefit calculation. For a CM to be used in the project benefit calculation, the construction cost of the CM must be at least 15% of the project's total construction cost, unless an exception is requested. And
- Determine the project's maximum Federal Reimbursement Ratio (FRR).

I.1 Select up to 3 countermeasures (CMs) to be tested in the Engineer's Estimate:

Number of CMs to be used in this project:

CM No. 1: S2: Improve signal hardware: lenses, back-plates with retroreflective borders, mounting, size, and number

CM No. 2: S19: Install pedestrian countdown signal heads

I.2 Detailed Engineer's Estimate for Construction Items:

Cost breakdown by CMs. For each item, enter a cost percentage for each of the CMs and "Other Safety-Related" (OS) components. (e.g. enter 10 for 10%). The cost % for "Non-Safety-Related" (NS) components is calculated.

	No.	Item Description	Unit	Quantity	Unit Cost	Total	% for CM#1 (S2)	% for CM#2 (S19)	% for OS*	% for NS**
+	1	S2	1	114	\$1500.00	171,000	100%	%	%	0
-										
+	2	S19	1	76	\$3500.00	266,000	%	100%	%	0
-										
		Weighted Average (%)					39%	61%		
		Total (\$)				\$437,000				

* % for OS: Cost % for Other Safety-Related components;

** % for NS: Cost % for Non Safety-Related components.

Contingencies, as % of the above "Total" of the construction items:

(e.g. enter 10 for 10%)

10 %

\$43,700

Total Construction Cost (Con Items & Contingencies):

(Rounded up to the nearest hundreds)

\$480,700

I.3 Summary

2 CM(s) are eligible to be used in the project benefit calculation.

Countermeasure ID	Federal Funding Eligibility (FFE)	Cost %	Eligible to be used in benefit calculation?	Request exception to the 15% rule*
S2	100%	39.13%	Yes (>=15% cost)	☐
S19	100%	60.87%	Yes (>=15% cost)	☐

*By requesting an exception to the 15% rule, the CM with less than 15% of the construction cost will then be eligible to be used in the benefit calculation. if an exception is requested for any CM(s) above, please provide the reason (low cost treatment with significant safety benefits, etc.):

Project's Maximum Federal Reimbursement Ratio = 100.0%

The project's Maximum Federal Reimbursement Ratio is calculated as the least of the FFEs of the above countermeasures, minus the percentage of the non-safety related costs in excess of 10%. This is the maximum value allowed to be entered in "HSIP/Total (%)" column in Section II (Project Cost Estimate).

Version Date: July 11, 2018

HSIP Analyzer

Section II. Project Cost Estimate

All project costs, for all phases and by all funding sources, must be accounted for on this form.

- "**Total Cost**": Round all costs up to the nearest hundred dollars.
- "**HSIP/Total (%)**": The maximum allowed is the project's Federal Reimbursement Ratio (FRR) as determined in Section I. Click the button to assign the maximum to all, OR enter if not the maximum.
- "**HSIP Funds**" and "**Local/Other Funds**" are calculated.

Pay attention to the interactive warning/error messages below the table. The messages, if any, must be fixed, or exceptions should be justified in Question No. 5 in Section II of the HSIP Application Form.

Project's maximum Federal Reimbursement Ratio (FRR)
(from Section I, rounded up to integer)

100 %

To set all "HSIP/Total (%)" in the below table
to the above maximum FRR, click "Set":

Set

Description	Total Cost	HSIP/Total (%)	HSIP Funds	Local/Other Funds
Preliminary Engineering (PE) Phase				
Environmental	\$9,600	100 %	\$9,600	\$0
PS&E	\$48,000	100 %	\$48,000	\$0
Subtotal - PE	\$57,600	100 %	\$57,600	\$0
Right of Way (ROW) Phase				
Right of Way Engineering	\$0	100 %	\$0	\$0
Appraisals, Acquisitions & Utilities	\$0	100 %	\$0	\$0
Subtotal - Right of Way (ROW)	\$0	%	\$0	\$0
Construction (CON) Phase				
Construction Engineering (CE)	\$63,000	100 %	\$63,000	\$0
Construction Items	\$480,700 (Read only - from Section I)	100 %	\$480,700	\$0
Subtotal - Construction	\$543,700	100 %	\$543,700	\$0
PROJECT TOTAL	\$601,300	100 %	\$601,300	\$0

☐ Agency does NOT request HSIP funds for PE Phase (automatically checked if PE - HSIP funds is \$0).

Interactive Warning/Error Messages:

If there are any messages in the below box, please fix OR explain justification for exceptions in Question No 5, Section II in the HSIP Application.

Section III. Project Location Groups, Countermeasures and Crash Data

The benefit of an HSIP safety project is achieved by reducing potential future crashes due to the application of the safety countermeasures (CMs). In this section, you will need to provide information regarding the project's safety CMs and historical crash data at the project sites. The data will be used to estimate the project benefit in Section IV.

1. Divide the project locations into groups.

It is quite often that an HSIP project has multiple locations. Theoretically the benefit for every single location may be calculated separately and then sum them up. However, that may be time consuming or almost impossible when there are a lot of locations. It is more efficient that the project locations with exactly the same safety countermeasures are combined into a group. The benefits of the locations in the same group can then be calculated at once.

When only one group is needed:

If your project consists of only one location or multiple locations that have similar features, address similar safety issues and utilize the same countermeasure(s). The crash data of all the locations can be combined and only one group is needed.

When multiple groups are needed:

If your project include multiple locations that have various safety issues and the proposed safety improvements (countermeasures) are not exactly the same for all the locations. The locations must be divided into different groups. The project benefits are then calculated multiple times, once for each location group. The project total benefit is the sum of the benefits from the different groups.

It should be noted that within a group, all locations should be of the same type: Signalized Intersection (S), Non-Signalized Intersection (NS), or Roadway (R).

If necessary, you may explain the location grouping for your project in details in Question No. 3 (Crash Data Evaluation), Section II in the HSIP Application Form.

2. After the number of location groups is entered, one subform will be populated for each location group. For each location group:

- 1) First, select the applicable CMs. *Note: If a Roundabout CM (S18 or NS4A or NS4B) is selected, additional information is required.*

For each group, only the CMs of the same type as the group location type can be used. For example, if a group consists of 5 signalized intersections, only "Signalized Intersection" CMs may be used for this group.

- 2) Based on the selected CMs, crash data tables of the required types are displayed for data entry.

Different CMs will reduce crashes of different types during the life of the safety improvements. Depending on the selected CMs for the group, you will be required to fill in one or more crash data tables, for any combination of the five crash types (datasets): "All", "Night", "Ped & Bike", "Emergency Vehicle", and "Animal" (Each of the later four datasets is a sub-dataset of the "All" dataset.)

For more information regarding grouping project locations and examples, please refer to the Manual for HSIP Analyzer.

III.1 List of Project Locations and Location Groups

List all locations/sites included in this project by groups. The locations entered in Table III.1 below will be automatically populated in the crash data tables in III.2.

Based on the criteria described on the last page, the locations/sites need to be divided into **1** groups.

Table III.1 List of Project Locations by Groups

Highlighted fields must be filled in. For each group:

- 1) Must select a Location Type;
- 2) Initially each group has one location line. Click "+" "-" to add a new line/delete an existing line;
- 3) Enter location description for each line. The same descriptions will be auto-populated in III.2.

*Note: If your project has a large number of locations, please aggregate some locations into one description, e.g. 10 stop controlled intersections, 5 horizontal curves, etc., as long as they have similar features and the safety improvements to be implemented are the same.

	No.	No. in Group	Location Description (Intersection Name or Road Limit or General Description)	
GROUP 1			Select Location Type:	S (Signalized Intersections)
+ -	1	G1-1	Garvey Ave & Chico Ave	
+ -	2	G1-2	Garvey Ave & Potrero Ave	
+ -	3	G1-3	Chico Ave & Rush St	
+ -	4	G1-4	Potrero Ave & Rush St	
+ -	5	G1-5	Merced Ave & Rush St	
+ -	6	G1-6	Central Ave & Rush St	
+ -	7	G1-7	Tyler Ave & Rush St	
+ -	8	G1-8	Durfee Ave & Rush St	
+ -	9	G1-9	Santa Anita Ave & Tyler Ave	
+ -	10	G1-10	Michael Hunt Dr & Santa Anita Ave	
+ -	11	G1-11	Durfee Ave & Peck Rd	

III.2: Countermeasures and Crash Data

(Repeats for each location group)

Countermeasures and Crash Data -Location Group No. 1 of 1

[Hide Group Details](#)

Step 1: Select countermeasure(s) to be applied to this location group

This group's location type: S (Signalized Intersections)

Please check the CMs for this location group. All the CMs that have passed the test in Section I AND match the location type of this group are listed below.

	No.	Countermeasure (CM) Name	CM Type*	Crash Reduction Factor (CRF)	Expected Life (Years)	Crash Type	Federal Funding Eligibility
☒	1	S2: Improve signal hardware: lenses, back-plates with retroreflective borders, mounting, size, and number	S	0.15	10	All	100%
☒	2	S19: Install pedestrian countdown signal heads	S	0.25	20	Ped & Bike	100%
*CM Type: S-Signalized Intersection; NS-Non-Signalized Intersection; R-Roadway.							

Step 2: Provide crash data.

2.1 Crash Data Period: must be between 3 and 5 years.

from (MM/DD/YYYY): To (MM/DD/YYYY): Crash Data Period (years) = 5

2.2 Fill out the crash data table(s) for the crash type(s) as required by the selected countermeasure(s) in Step 1.

Based on the countermeasures selected in Step 1, the crash data types to be provided are:

(1) All (2) Ped & Bike

Crash Data Table for Crash Type: ALL

No.	Location (from Table III.1)	Fatal (ALL)	Severe Injury (ALL)	Other Visible Injury (ALL)	Complaint of Pain (ALL)	PDO (ALL)	Total
1	Garvey Ave & Chico Ave	0	0	1	5	8	14
2	Garvey Ave & Potrero Ave	1	0	0	5	14	20
3	Chico Ave & Rush St	0	0	0	6	9	15
4	Potrero Ave & Rush St	0	0	1	1	9	11
5	Merced Ave & Rush St	0	0	1	7	11	19
6	Central Ave & Rush St	0	0	1	4	13	18
7	Tyler Ave & Rush St	0	1	1	4	9	15
8	Durfee Ave & Rush St	0	1	3	7	7	18
9	Santa Anita Ave & Tyler Ave	0	0	1	14	15	30
10	Michael Hunt Dr & Santa Anita Ave	0	0	2	4	4	10

Version Date: July 11, 2018

HSIP Analyzer

No.	Location (from Table III.1)	Fatal (ALL)	Severe Injury (ALL)	Other Visible Injury (ALL)	Complaint of Pain (ALL)	PDO (ALL)	Total
11	Durfee Ave & Peck Rd	0	0	3	9	19	31
	Total	1	2	14	66	118	201

Crash Data Table for Crash Type: Pedestrians and Bicyclists Involved (P&B)

No.	Location (from Table III.1)	Fatal (P&B)	Severe Injury (P&B)	Other Visible Injury (P&B)	Complaint of Pain (P&B)	PDO (P&B)	Total
1	Garvey Ave & Chico Ave	0	0	1	0	0	1
2	Garvey Ave & Potrero Ave	1	0	0	2	0	3
3	Chico Ave & Rush St	0	0	0	0	0	0
4	Potrero Ave & Rush St	0	0	0	0	0	0
5	Merced Ave & Rush St	0	0	0	0	0	0
6	Central Ave & Rush St	0	0	0	0	0	0
7	Tyler Ave & Rush St	0	1	0	0	0	1
8	Durfee Ave & Rush St	0	1	1	1	0	3
9	Santa Anita Ave & Tyler Ave	0	0	0	3	0	3
10	Michael Hunt Dr & Santa Anita Ave	0	0	0	0	0	0
11	Durfee Ave & Peck Rd	0	0	1	3	0	4
	Total	1	2	3	9	0	15

Section IV. Calculation and Results

Click the "Calculate" button to calculate. The script will first check if there are any errors or inconsistencies in the countermeasure selections and crash data. If errors are detected and displayed below, the errors must be fixed first before you click the "Calculate" button again. If no errors are displayed, the calculation results are provided in this section. Please refer to the Manual for HSIP Analyzer for details regarding possible errors.

Calculate

Project Summary Information:

Project Total Cost: 601300

2 countermeasures are eligible in benefit calculation. (S2 S19)

Project location(s) are divided into 1 group(s) for calculating the benefits.

IV.1 Benefit Summary by location groups

Group No.	Group Info/Data*	Benefit from CM #1	Benefit from CM #2	Benefit from CM #3	Total Benefit of the group
1	Location type: S (Signalized Intersections) Number of location(s): 11 Number of selected countermeasure(s): 2 (S2 S19) Crash Data Information: Crash data period (years): 5 Number of crashes(F/SI/OVI/I-CP/PDO)*: All: 1,2,14,66,118 Ped & Bike: 1,2,3,9,0	\$3,686,640	\$5,001,105	\$0	\$8,687,745
Sum		\$3,686,640	\$5,001,105	\$0	\$8,687,745

*Number of crashes: five crash numbers are for Fatal (F), Severe Injury (SI), Other Visible Injury (OVI), Injury - Complaint of Pain (I-CP), and Property Damage Only (PDO), respectively.

IV.2. Project Benefit and BCR Summary

No.	Countermeasure Name	Benefit	Cost	Resulting B/C
1	S2	\$3,686,640	\$235,291	15.7
2	S19	\$5,001,105	\$366,009	13.7
3		\$0	\$0	0
	Entire Project	\$8,687,745	\$601,300	14.4

*****Data to be transferred to the HSIP Application Form*****

This section is generated automatically once the data entry and calculation have been completed. Transfer the data on this page to Section III of the HSIP Application Form.

Safety Countermeasure Information

Number of countermeasures: 2

S2: Improve signal hardware: lenses, back-plates with retroreflective borders, mounting, size, and number

S19: Install pedestrian countdown signal heads

Cost, FRR, Benefit and BCR:

Total Project Cost:	\$601,300
HSIP Funds Requested:	\$601,300
Max. Federal Reimbursement Ratio (FRR):	100%
Total Expected Benefit:	\$8,687,745
Benefit Cost Ratio:	14.45

ATTACHMENT 6: Collision Diagrams (Required)

Page 1 of 11

CITY OF SOUTH EL MONTE

1 INTERSECTION 1: GARVEY AVE AND CHICO AVE**CM S2: Improve signal hardware: lenses, back-plates with retroreflective borders, mounting, size, and number****CM S19: Install pedestrian countdown signal heads****All crash types shown below were used to calculate the Cost/Benefit Ratio for the above CMs***Each collision location below matches the crashes in Attachment 7: Collision List. All data is a direct output from the Statewide Integrated Traffic Record System (SWITRS) and TIMS.*

ATTACHMENT 6: Collision Diagrams (Required)

CITY OF SOUTH EL MONTE

2 INTERSECTION 2: GARVEY AVE AND POTRERO AVE

CM S2: Improve signal hardware: lenses, back-plates with retroreflective borders, mounting, size, and number

CM S19: Install pedestrian countdown signal heads

All crash types shown below were used to calculate the Cost/Benefit Ratio for the above CMs

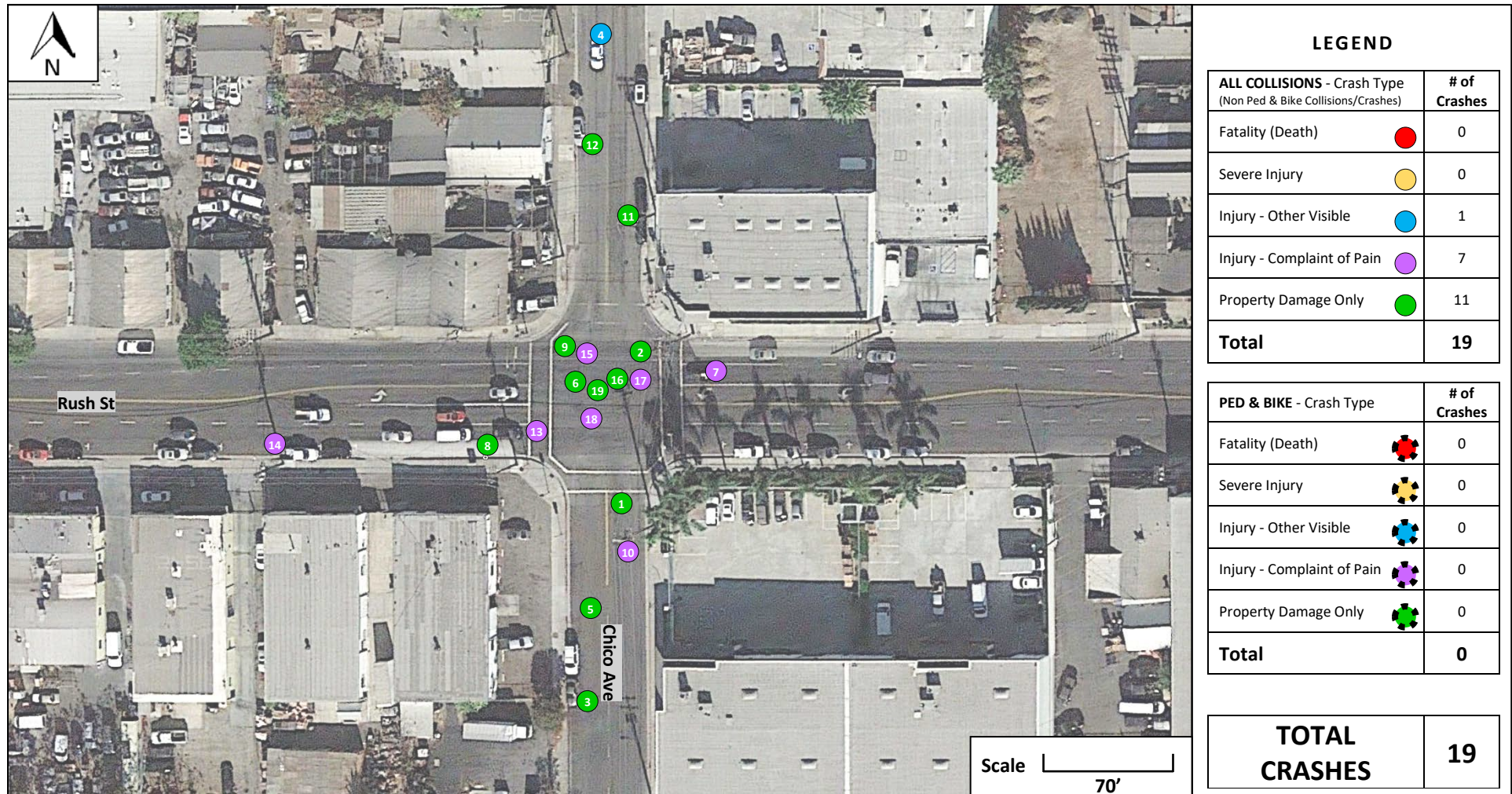
Each collision location below matches the crashes in Attachment 7: Collision List. All data is a direct output from the Statewide Integrated Traffic Record System (SWITRS) and TIMS.



ATTACHMENT 6: Collision Diagrams (Required)

Page 3 of 11

CITY OF SOUTH EL MONTE

3 INTERSECTION 3: CHICO AVE AND RUSH ST**CM S2: Improve signal hardware: lenses, back-plates with retroreflective borders, mounting, size, and number****CM S19: Install pedestrian countdown signal heads****All crash types shown below were used to calculate the Cost/Benefit Ratio for the above CMs***Each collision location below matches the crashes in Attachment 7: Collision List. All data is a direct output from the Statewide Integrated Traffic Record System (SWITRS) and TIMS.*

ATTACHMENT 6: Collision Diagrams (Required)

CITY OF SOUTH EL MONTE

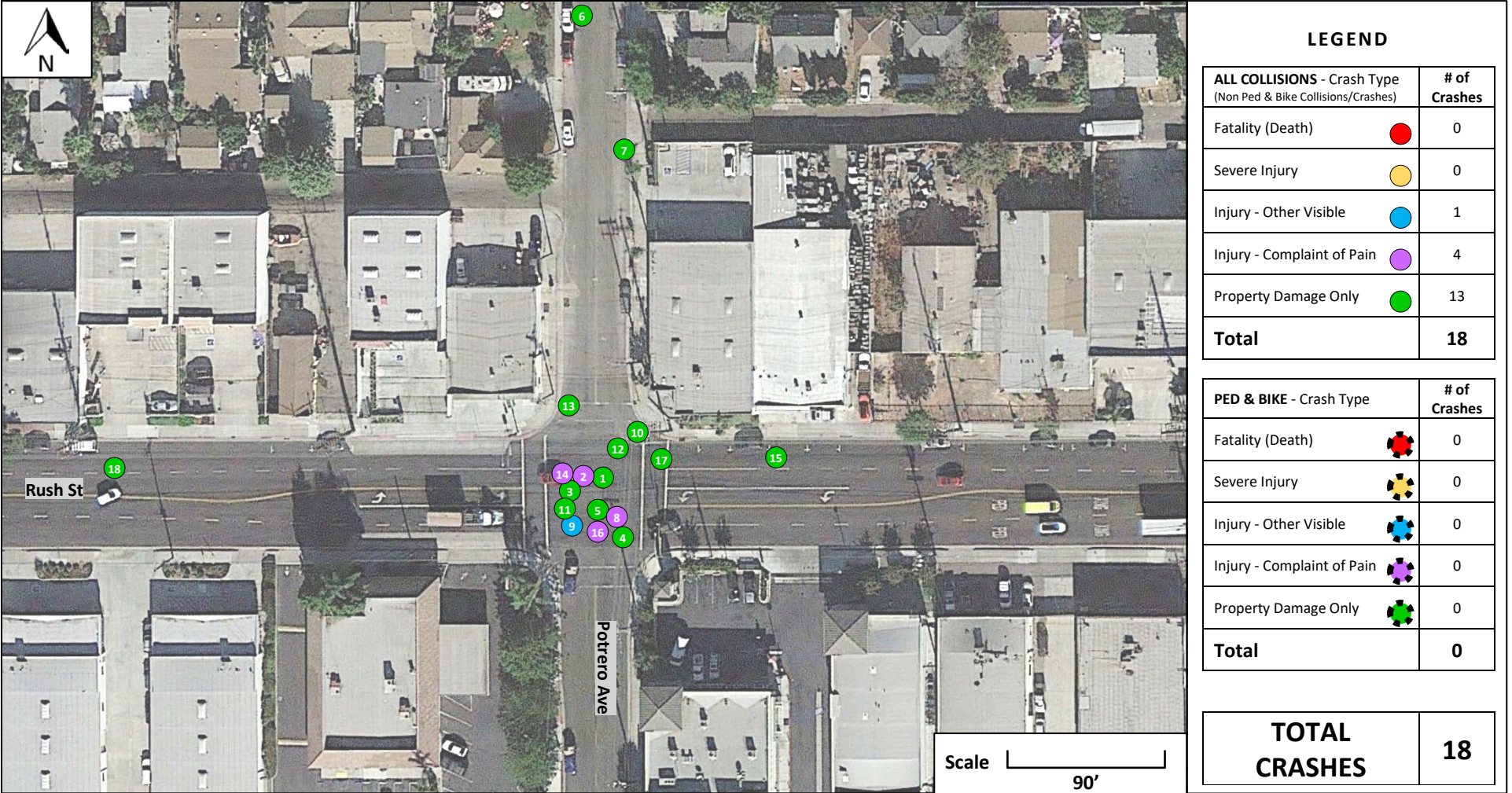
4 INTERSECTION 4: POTRERO AVE AND RUSH ST

CM S2: Improve signal hardware: lenses, back-plates with retroreflective borders, mounting, size, and number

CM S19: Install pedestrian countdown signal heads

All crash types shown below were used to calculate the Cost/Benefit Ratio for the above CMs

Each collision location below matches the crashes in Attachment 7: Collision List. All data is a direct output from the Statewide Integrated Traffic Record System (SWITRS) and TIMS.



ATTACHMENT 6: Collision Diagrams (Required)

CITY OF SOUTH EL MONTE

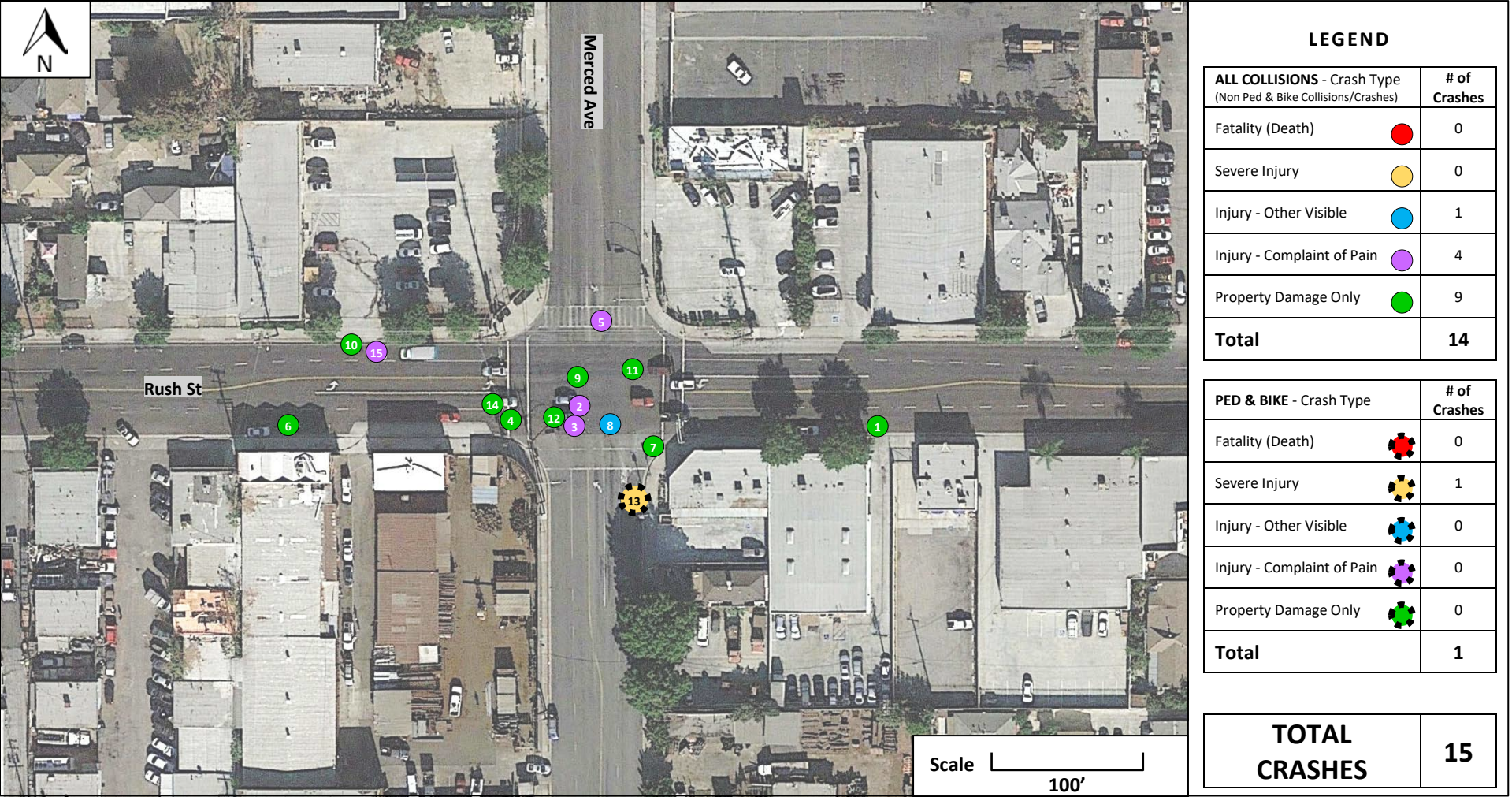
5 INTERSECTION 5: MERCED AVE AND RUSH ST

CM S2: Improve signal hardware: lenses, back-plates with retroreflective borders, mounting, size, and number

CM S19: Install pedestrian countdown signal heads

All crash types shown below were used to calculate the Cost/Benefit Ratio for the above CMs

Each collision location below matches the crashes in Attachment 7: Collision List. All data is a direct output from the Statewide Integrated Traffic Record System (SWITRS) and TIMS.



ATTACHMENT 6: Collision Diagrams (Required)

CITY OF SOUTH EL MONTE

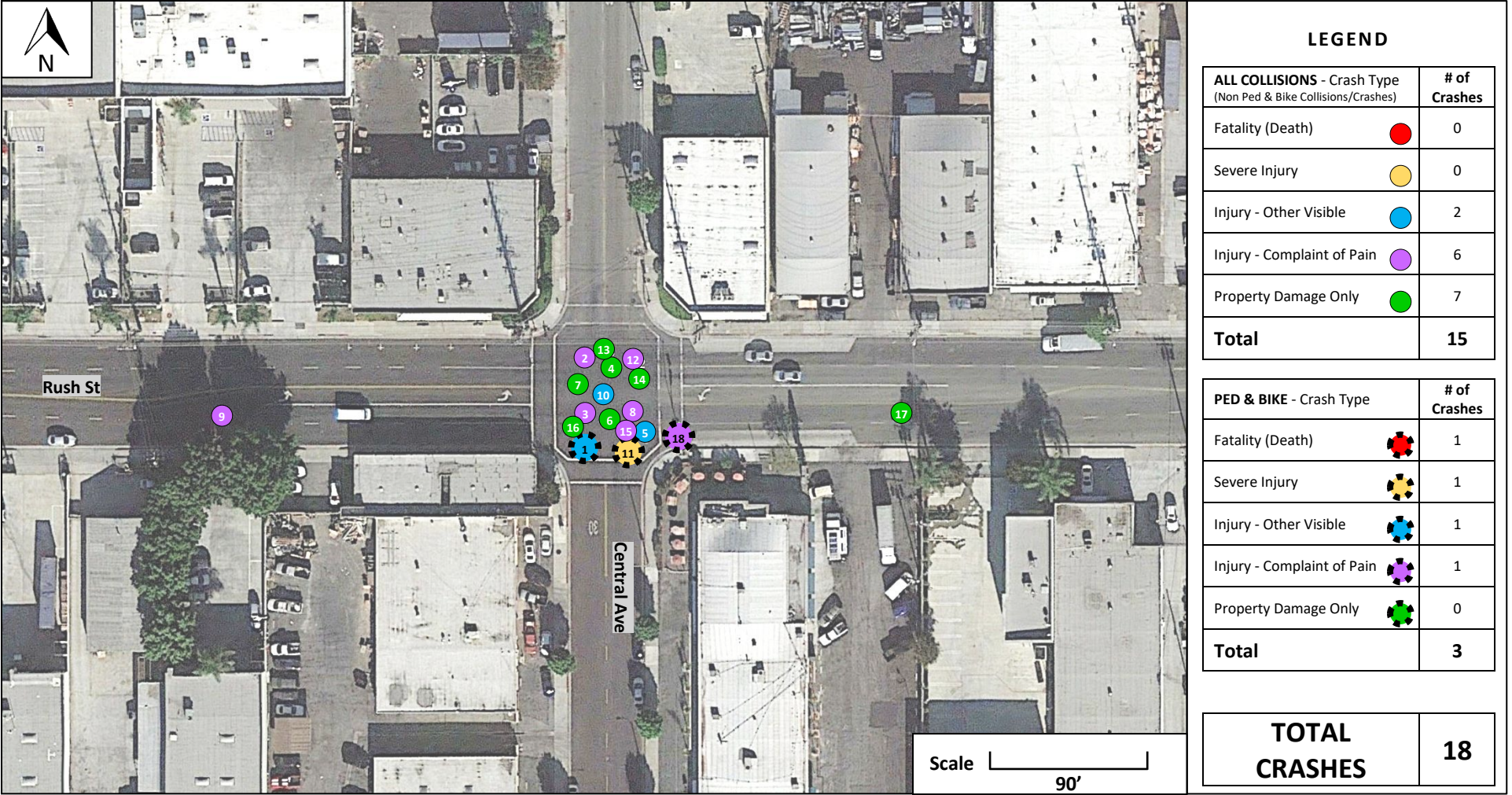
6 INTERSECTION 6: CENTRAL AVE AND RUSH ST

CM S2: Improve signal hardware: lenses, back-plates with retroreflective borders, mounting, size, and number

CM S19: Install pedestrian countdown signal heads

All crash types shown below were used to calculate the Cost/Benefit Ratio for the above CMs

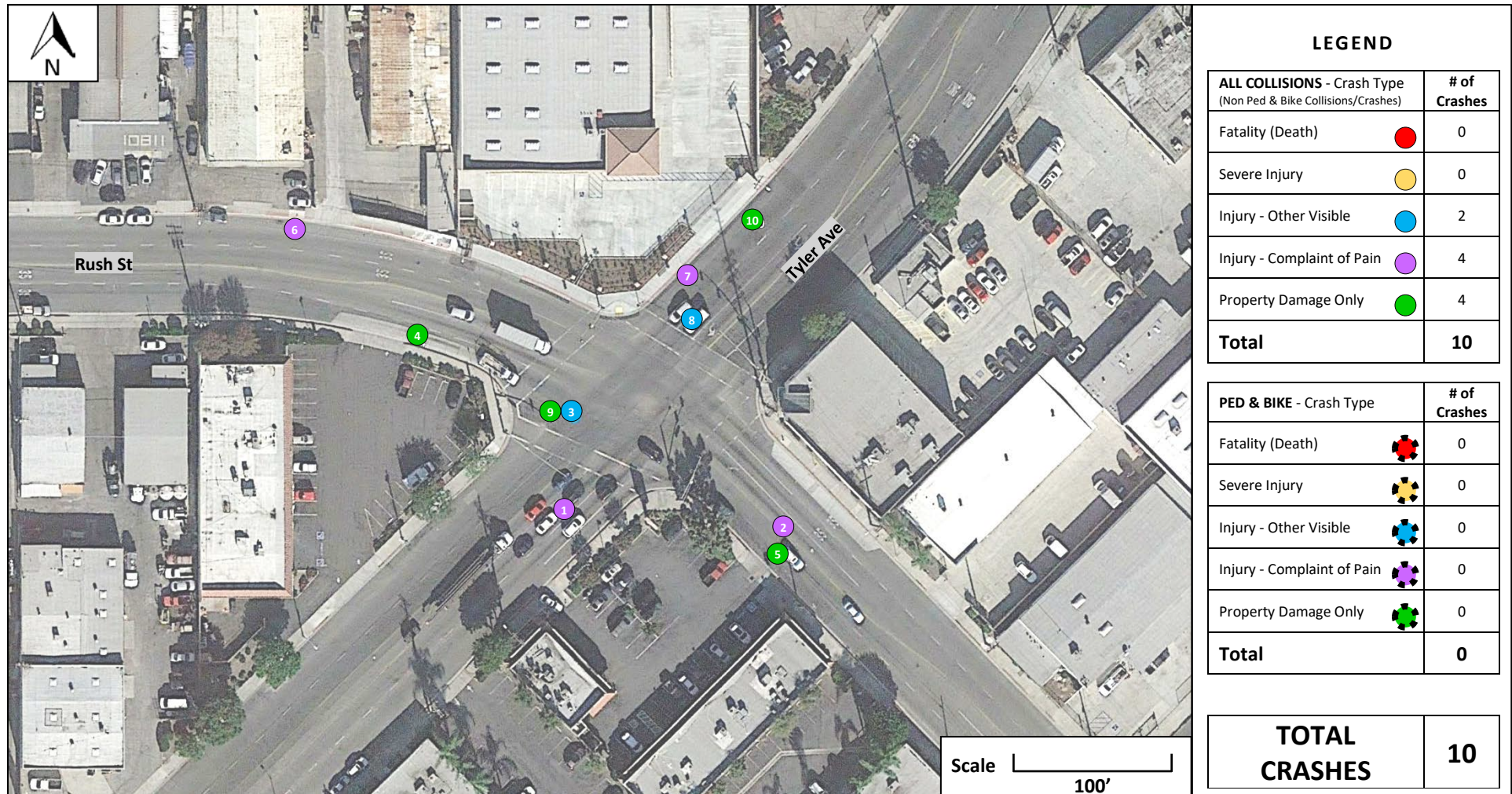
Each collision location below matches the crashes in Attachment 7: Collision List. All data is a direct output from the Statewide Integrated Traffic Record System (SWITRS) and TIMS.



ATTACHMENT 6: Collision Diagrams (Required)

Page 7 of 11

CITY OF SOUTH EL MONTE

7 INTERSECTION 7: TYLER AVE AND RUSH ST**CM S2: Improve signal hardware: lenses, back-plates with retroreflective borders, mounting, size, and number****CM S19: Install pedestrian countdown signal heads****All crash types shown below were used to calculate the Cost/Benefit Ratio for the above CMs***Each collision location below matches the crashes in Attachment 7: Collision List. All data is a direct output from the Statewide Integrated Traffic Record System (SWITRS) and TIMS.*

ATTACHMENT 6: Collision Diagrams (Required)

Page 8 of 11

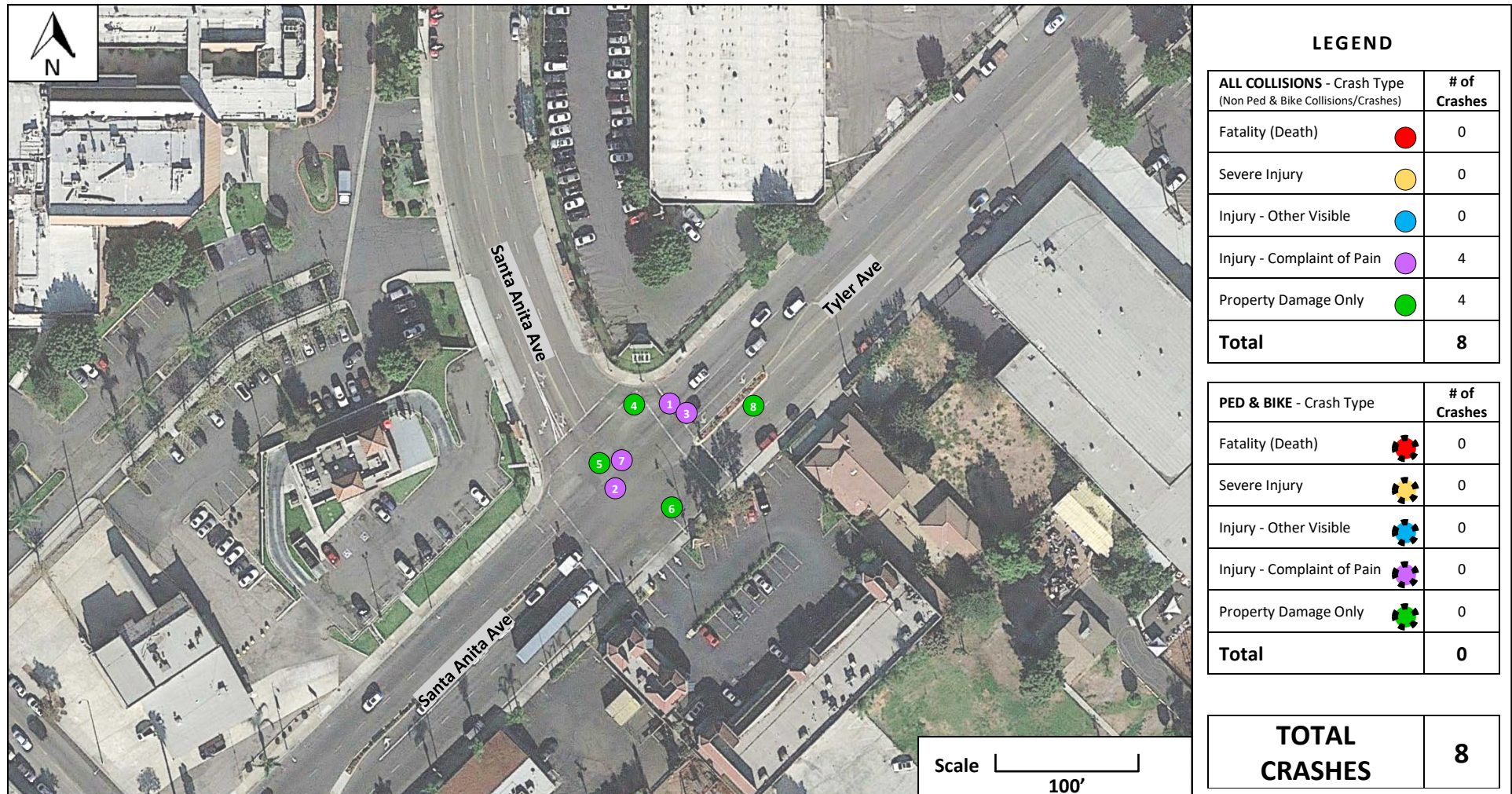
CITY OF SOUTH EL MONTE

8 INTERSECTION 8: DURFEE AVE AND RUSH ST**CM S2: Improve signal hardware: lenses, back-plates with retroreflective borders, mounting, size, and number****CM S19: Install pedestrian countdown signal heads****All crash types shown below were used to calculate the Cost/Benefit Ratio for the above CMs***Each collision location below matches the crashes in Attachment 7: Collision List. All data is a direct output from the Statewide Integrated Traffic Record System (SWITRS) and TIMS.*

ATTACHMENT 6: Collision Diagrams (Required)

Page 9 of 11

CITY OF SOUTH EL MONTE

9 INTERSECTION 9: SANTA ANITA AVE AND TYLER AVE**CM S2: Improve signal hardware: lenses, back-plates with retroreflective borders, mounting, size, and number****CM S19: Install pedestrian countdown signal heads****All crash types shown below were used to calculate the Cost/Benefit Ratio for the above CMs***Each collision location below matches the crashes in Attachment 7: Collision List. All data is a direct output from the Statewide Integrated Traffic Record System (SWITRS) and TIMS.*

ATTACHMENT 6: Collision Diagrams (Required)

Page 10 of 11

CITY OF SOUTH EL MONTE

10 INTERSECTION 10: MICHAEL HUNT DR & SANTA ANITA AVE**CM S2: Improve signal hardware: lenses, back-plates with retroreflective borders, mounting, size, and number****CM S19: Install pedestrian countdown signal heads****All crash types shown below were used to calculate the Cost/Benefit Ratio for the above CMs***Each collision location below matches the crashes in Attachment 7: Collision List. All data is a direct output from the Statewide Integrated Traffic Record System (SWITRS) and TIMS.*

ATTACHMENT 6: Collision Diagrams (Required)

CITY OF SOUTH EL MONTE

11 INTERSECTION 11: DURFEE AVE AND PECK RD

CM S2: Improve signal hardware: lenses, back-plates with retroreflective borders, mounting, size, and number

CM S19: Install pedestrian countdown signal heads

All crash types shown below were used to calculate the Cost/Benefit Ratio for the above CMs

Each collision location below matches the crashes in Attachment 7: Collision List. All data is a direct output from the Statewide Integrated Traffic Record System (SWITRS) and TIMS.



HSIP CYCLE 9

ATTACHMENT 8

Warrant Studies (Not required for this project)

N/A

**NO ITEM ATTACHED BECAUSE THIS
ITEM IS NOT APPLICABLE TO THIS
PROJECT.**

HSIP CYCLE 9

ATTACHMENT 9

Letter/email of Support from Caltrans (No SHS involved - not required for this project)

N/A

**NO ITEM ATTACHED BECAUSE THIS
ITEM IS NOT APPLICABLE TO THIS
PROJECT.**

HSIP CYCLE 9

ATTACHMENT 10

Additional narration, documentation, letters of support, etc.

The following pages have support letters for the City's HSIP Cycle 9 Project as follows:

- **Congresswomen Linda T. Sanchez for the 38th District**
- **State Senator Ed Hernandez, O.D. for the 22nd Senate District**
- **Assemblymember Majority Leader Ian C. Calderon for the 57th District**

MEMBER:
COMMITTEE ON
WAYS AND MEANS
SUBCOMMITTEE ON TAX POLICY
SUBCOMMITTEE ON SOCIAL SECURITY

Linda T. Sánchez
38TH DISTRICT, CALIFORNIA

DC OFFICE:
2329 RAYBURN BUILDING
WASHINGTON, DC 20515
(202) 225-6676

VICE CHAIR
DEMOCRATIC CAUCUS
SENIOR WHIP

Congress of the United States
House of Representatives
Washington, DC 20515

DISTRICT OFFICE:
12440 EAST IMPERIAL HIGHWAY
SUITE 140
NORWALK, CA 90650
(562) 860-5050

www.lindasanchez.house.gov

August 29, 2018

Attn: Steve Novotny
CALTRANS
100 S. Main Ste. #12.040
Los Angeles, CA 90012-3712

RE: HSIP Program (Cycle 9) – Letter of Support for City of South El Monte

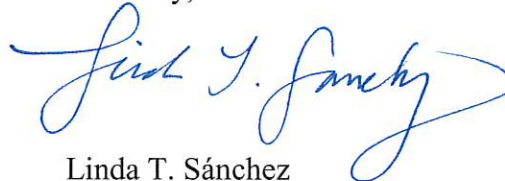
Dear Mr. Novotny,

I am writing to express my support for the city of South El Monte's funding request under the Caltrans Highway Safety Improvement Program (HSIP) Cycle 9.

The City of South El Monte has developed a comprehensive plan to enhance the safety of pedestrians and motorists. The proposed project focuses on safety improvements of several locations throughout the city with a high concentration of automobile, bicycle, and pedestrian accidents due to inadequate and aging infrastructure. The procurement of this grant will provide funding for various improvements, including intersection safety upgrades, pedestrian crossing signage, and pedestrian scale lighting. These critical improvements will provide a safe walking and bicycling environment for neighborhood families and significantly reduce traffic coalitions.

I appreciate a full and fair consideration of this worthwhile request and look forward to seeing these improvements in the city. I am confident the city of South El Monte will continue their efforts to increase pedestrian and motorist safety. Should there be any questions, please do not hesitate to contact me.

Sincerely,



Linda T. Sánchez
Member of Congress

California State Senate

STATE CAPITOL
ROOM 2080
SACRAMENTO, CA 95814
TEL (916) 651-4022
FAX (916) 651-4922

SENATOR
ED HERNANDEZ, O.D.

TWENTY-SECOND SENATE DISTRICT

100 S. VINCENT AVENUE
SUITE 401
WEST COVINA, CA 91790
TEL (626) 430-2499
FAX (626) 430-2494



August 29, 2018

Mr. Steve Novotny
CALTRANS
100 S. Main St, #12.040
Los Angeles, CA 90012-3712

Dear Mr. Novotny:

I am writing to convey my strong support of the South El Monte Highway Safety Improvement Project under the Caltrans Highway Safety Improvement Program (HSIP) Cycle 9 and to encourage approval of this project. The city of South El Monte is located in California's 22nd Senate District, which I represent. This project is a priority for me and the residents of South El Monte. For the reasons detailed below, it is clear that the economic and social benefits of this project will improve pedestrian, bicycle, and vehicles modes of travel through various safety countermeasures.

The citywide proposed project will focus on safety improvements at locations with a high concentration of automobile, pedestrian, and bicycle accidents due to inadequate and aging infrastructure. The locations receiving upgrades are at signalized intersections within city limits. Enhancements include crosswalk and signal upgrades. Sites were selected based on crash data information and improvements were identified based on pre-selected safety countermeasures as part of the HSIP grant application guidelines. The grant funding will directly address the improvements needed in the city for driver, pedestrian, and bicyclist safety.

I commend the city of South El Monte for their continued efforts to improve driver, pedestrian, and bicyclist safety within the community. I am in full support of this project and urge the approval of the South El Monte Highway Safety Improvement Project.

Respectfully,

DR. ED HERNANDEZ, O.D.
State Senator
22nd Senate District

STATE CAPITOL
P.O. BOX 942849
SACRAMENTO, CA 94249-0057
(916) 319-2057
FAX (916) 319-2157

DISTRICT OFFICE
13181 N. CROSSROADS PARKWAY, SUITE 160
INDUSTRY, CA 91746
(562) 692-5858
FAX (562) 695-5852



COMMITTEES
APPROPRIATIONS
HUMAN SERVICES
INSURANCE
PRIVACY AND CONSUMER PROTECTION
CHAIR: YOUTH AND CALIFORNIA'S FUTURE

August 28, 2018

CALTRANS

Caltrans Local Assistance Office, District 7 – HSIP Program (Cycle 9)

Attn: Mr. Steve Novotny
100 South Main Street, #12.040
Los Angeles, CA 90012-3712

**RE: HIGHWAY SAFETY IMPROVEMENT PROGRAM (HSIP) LETTER OF SUPPORT
FOR THE CITY OF SOUTH EL MONTE**

Dear Mr. Novotny:

I am writing you to express my strong support of the City of South El Monte's application for grant funding through the Highway Safety Improvement Project (HSIP) Cycle 9.

I applaud the City's commitment to increased vehicle and non-motorized user safety, and reduction of their pedestrian and bicycle collision rates. With these funds, several signalized intersections within the City will be improved with safety upgrades. HSIP funding is critical to the implementation of these necessary enhancements that will ultimately reduce collision rates.

Thank you for your thoughtful consideration. If I can be of any assistance in regards to this matter, please feel free to contact my district office at (562) 692-5858.

Sincerely,

Ian C. Calderon
Majority Leader, 57th District

IC:rd

ATTACHMENT E

REQUIRED FORMS TO BE SUBMITTED WITH THE TECHNICAL PROPOSAL

Attachment E.1 - Exhibit 10-I: Notice To Proposers DBE Information

Attachment E.2 - Exhibit 10-O1: Consultant Proposal DBE Commitment

Attachment E.3 - Exhibit 10-Q: Disclosure of Lobbying Activities

ATTACHMENT E

REQUIRED FORMS TO BE SUBMITTED WITH THE TECHNICAL PROPOSAL

Attachment E.1 - Exhibit 10-I: Notice To Proposers DBE Information

Attachment E.2 - Exhibit 10-O1: Consultant Proposal DBE Commitment

Attachment E.3 - Exhibit 10-Q: Disclosure of Lobbying Activities

EXHIBIT 10-I NOTICE TO PROPOSERS DBE INFORMATION

(Federally funded projects only)

The Agency has established a DBE goal for this Contract of 10.00%**1. TERMS AS USED IN THIS DOCUMENT**

- The term "Disadvantaged Business Enterprise" or "DBE" means a for-profit small business concern owned and controlled by a socially and economically disadvantaged person(s) as defined in Title 49, Code of Federal Regulations (CFR), Part 26.5.
- The term "Agreement" also means "Contract."
- Agency also means the local entity entering into this contract with the Contractor or Consultant.
- The term "Small Business" or "SB" is as defined in 49 CFR 26.65.

2. AUTHORITY AND RESPONSIBILITY

- A. DBEs and other small businesses are strongly encouraged to participate in the performance of Contracts financed in whole or in part with federal funds (See 49 CFR 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs"). The Consultant must ensure that DBEs and other small businesses have the opportunity to participate in the performance of the work that is the subject of this solicitation and should take all necessary and reasonable steps for this assurance. The proposer must not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.
- B. Proposers are encouraged to use services offered by financial institutions owned and controlled by DBEs.

3. SUBMISSION OF DBE INFORMATION

If there is a DBE goal on the contract, Exhibit 10-O1 *Consultant Proposal DBE Commitment* must be included in the Proposal. In order for a proposer to be considered responsible and responsive, the proposer must make good faith efforts to meet the goal established for the contract. If the goal is not met, the proposer must document adequate good faith efforts. All DBE participation will be counted towards **meeting** the contract goal; therefore, all DBE participation shall be collected and reported.

Exhibit 10-O2 *Consultant Contract DBE Information* must be included in **best qualified consultant's executed consultant contract**. Even if no DBE participation will be reported, the successful proposer must execute and return the form.

4. DBE PARTICIPATION GENERAL INFORMATION

It is the proposer's responsibility to be fully informed regarding the requirements of 49 CFR, Part 26, and the Department's DBE program developed pursuant to the regulations. Particular attention is directed to the following:

- A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).
- B. A certified DBE may participate as a prime consultant, subconsultant, joint venture partner, as a vendor of material or supplies, or as a trucking company.
- C. A DBE proposer not proposing as a joint venture with a non-DBE, will be required to document one or a combination of the following:
 1. The proposer is a DBE and will meet the goal by performing work with its own forces.
 2. The proposer will meet the goal through work performed by DBE subconsultants, suppliers or trucking companies.
 3. The proposer, prior to proposing, made adequate good faith efforts to meet the goal.

- D. A DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing, and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.
- E. A DBE must perform a commercially useful function pursuant to 49 CFR 26.55, that is, a DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
- F. The proposer shall list only one subconsultant for each portion of work as defined in their proposal and all DBE subconsultants should be listed in the bid/cost proposal list of subconsultants.
- G. A prime consultant who is a certified DBE is eligible to claim all of the work in the Contract toward the DBE participation except that portion of the work to be performed by non-DBE subconsultants.

5. RESOURCES

- A. The CUCP database includes the certified DBEs from all certifying agencies participating in the CUCP. If you believe a firm is certified that cannot be located on the database, please contact the Caltrans Office of Certification toll free number 1-866-810-6346 for assistance.
- B. Access the CUCP database from the Department of Transportation, Office of Civil Rights [website](#)
 - 1. Click on the link titled Disadvantaged Business Enterprise;
 - 2. Click on Search for a DBE Firm link;
 - 3. Click on [Access to the DBE Query Form](#) located on the first line in the center of the page.

-

Searches can be performed by one or more criteria. Follow instructions on the screen.

6. MATERIALS OR SUPPLIES PURCHASED FROM DBES COUNT TOWARDS THE DBE GOAL UNDER THE FOLLOWING CONDITIONS:

- A. If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies. A DBE manufacturer is a firm that operates or maintains a factory, or establishment that produces on the premises the materials, supplies, articles, or equipment required under the Contract and of the general character described by the specifications.
- B. If the materials or supplies purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.
- C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment shall be, by a long-term lease agreement and not an ad hoc or Agreement-by-Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this section.
- D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

ATTACHMENT E

REQUIRED FORMS TO BE SUBMITTED WITH THE TECHNICAL PROPOSAL

Attachment E.1 - Exhibit 10-I: Notice To Proposers DBE Information

Attachment E.2 - Exhibit 10-O1: Consultant Proposal DBE Commitment

Attachment E.3 - Exhibit 10-Q: Disclosure of Lobbying Activities

Local Assistance Procedures Manual

Exhibit 10-01
Consultant Proposal DBE Commitment

Reset Form

EXHIBIT 10-01 CONSULTANT PROPOSAL DBE COMMITMENT

1. Local Agency: City of South El Monte 2. Contract DBE Goal: 10%
3. Project Description: HSIPL-5352(020), Traffic Signal Improvements
4. Project Location: Various Signalized Intersections Throughout the City of South El Monte
5. Consultant's Name: _____ 6. Prime Certified DBE: ☐

7. Description of Work, Service, or Materials Supplied	8. DBE Certification Number	9. DBE Contact Information	10. DBE %
Local Agency to Complete this Section 17. Local Agency Contract Number: _____ 18. Federal-Aid Project Number: _____ _____ Consultant's Ranking after Evaluation: _____ Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate. _____ 21. Local Agency Representative's Signature 22. Date _____ 23. Local Agency Representative's Name 24. Phone _____ 25. Local Agency Representative's Title			11. TOTAL CLAIMED DBE PARTICIPATION % IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required. _____ 12. Preparer's Signature 13. Date _____ 14. Preparer's Name 15. Phone _____ 16. Preparer's Title

DISTRIBUTION: Original – Included with consultant's proposal to local agency.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

INSTRUCTIONS – CONSULTANT PROPOSAL DBE COMMITMENT**CONSULTANT SECTION**

- 1. Local Agency** - Enter the name of the local or regional agency that is funding the contract.
- 2. Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
- 3. Project Location** - Enter the project location as it appears on the project advertisement.
- 4. Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc.).
- 5. Consultant's Name** - Enter the consultant's firm name.
- 6. Prime Certified DBE** - Check box if prime contractor is a certified DBE.
- 7. Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
- 8. DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
- 9. DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and phone number, if the prime is a DBE.
- 10. DBE %** - Percent participation of work to be performed or service provided by a DBE. Include the prime consultant if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
- 11. Total Claimed DBE Participation %** - Enter the total DBE participation claimed. If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
- 12. Preparer's Signature** - The person completing the DBE commitment form on behalf of the consultant's firm must sign their name.
- 13. Date** - Enter the date the DBE commitment form is signed by the consultant's preparer.
- 14. Preparer's Name** - Enter the name of the person preparing and signing the consultant's DBE commitment form.
- 15. Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- 16. Preparer's Title** - Enter the position/title of the person signing the consultant's DBE commitment form.

LOCAL AGENCY SECTION

- 17. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 18. Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
- 19. Proposed Contract Execution Date** - Enter the proposed contract execution date.
- 20. Consultant's Ranking after Evaluation** - Enter consultant's ranking after all submittals/consultants are evaluated. Use this as a quick comparison for evaluating most qualified consultant.
- 21. Local Agency Representative's Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
- 22. Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
- 23. Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the consultant's DBE commitment form.
- 24. Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- 25. Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the consultant's DBE commitment form.

ATTACHMENT E

REQUIRED FORMS TO BE SUBMITTED WITH THE TECHNICAL PROPOSAL

Attachment E.1 - Exhibit 10-I: Notice To Proposers DBE Information

Attachment E.2 - Exhibit 10-O1: Consultant Proposal DBE Commitment

Attachment E.3 - Exhibit 10-Q: Disclosure of Lobbying Activities

Local Assistance Procedures Manual

EXHIBIT 10-Q
Disclosure of Lobbying Activities

EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action: ☐ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance	2. Status of Federal Action: ☐ a. bid/offer/application ☐ b. initial award ☐ c. post-award	3. Report Type: ☐ a. initial ☐ b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity ☐ Prime ☐ Subawardee Tier _____, if known Congressional District, if known _____	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known _____	
6. Federal Department/Agency: _____	7. Federal Program Name/Description: CFDA Number, if applicable _____	
8. Federal Action Number, if known: _____	9. Award Amount, if known: _____	
10. Name and Address of Lobby Entity (If individual, last name, first name, MI) _____ (attach Continuation Sheet(s) if necessary)	11. Individuals Performing Services (including address if different from No. 10) (last name, first name, MI) _____ (attach Continuation Sheet(s) if necessary)	
12. Amount of Payment (check all that apply) \$ _____ ☐ actual ☐ planned	14. Type of Payment (check all that apply) ☐ a. retainer ☐ b. one-time fee ☐ c. commission ☐ d. contingent fee ☐ e. deferred ☐ f. other, specify _____	
13. Form of Payment (check all that apply): ☐ a. cash ☐ b. in-kind; specify: nature _____ Value _____		
15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 12: (attach Continuation Sheet(s) if necessary)		
16. Continuation Sheet(s) attached: Yes ☐ No ☐		
17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		
Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		
Authorized for Local Reproduction Standard Form - LLL		

Standard Form LLL Rev. 04-28-06

Distribution: Orig- Local Agency Project Files

Local Assistance Procedures Manual**EXHIBIT 10-Q
Disclosure of Lobbying Activities****INSTRUCTIONS FOR COMPLETING EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient at the initiation or receipt of covered federal action or a material change to previous filing pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity 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 a covered federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered federal action for which lobbying activity is or has been secured to influence, the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to: subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state, and zip code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant, or loan award number, the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered federal action where there has been an award or loan commitment by the Federal agency, enter the federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered federal action.
11. Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
12. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
13. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
14. Check all boxes that apply. If other, specify nature.
15. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with federal officials. Identify the federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
16. Check whether or not a continuation sheet(s) is attached.
17. The certifying official shall sign and date the form, and print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30-minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503. SF-LLL-Instructions Rev. 06-04

ATTACHMENT F

REQUIRED FORMS TO BE SUBMITTED WITH THE FEE PROPOSAL

Attachment F.1 - Exhibit 10-H1: Cost Proposal Form

Attachment F.2 - Exhibit 10-K: Consultant Annual Certification of Indirect Costs and Financial Management System

Attachment F.3 - Exhibit 10-O2: Consultant Contract DBE Commitment

ATTACHMENT F

REQUIRED FORMS TO BE SUBMITTED WITH THE FEE PROPOSAL

Attachment F.1 - Exhibit 10-H1: Cost Proposal Form

Attachment F.2 - Exhibit 10-K: Consultant Annual Certification of Indirect Costs and Financial Management System

Attachment F.3 - Exhibit 10-O2: Consultant Contract DBE Commitment

Reset Form

EXHIBIT 10-H1 COST PROPOSAL Page 1 of 3**COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS**

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

☐ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant

Consultant _____

Project No. _____ Contract No. _____ Date _____

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
_____	_____	_____	_____	\$ 0.00
_____	_____	_____	_____	\$ 0.00
_____	_____	_____	_____	\$ 0.00
_____	_____	_____	_____	\$ 0.00

LABOR COSTS

a) Subtotal Direct Labor Costs _____ \$ 0.00

b) Anticipated Salary Increases (see page 2 for calculation) _____

c) **TOTAL DIRECT LABOR COSTS** [(a) + (b)] _____**INDIRECT COSTS**

d) Fringe Benefits (Rate: _____) e) Total Fringe Benefits [(c) x (d)] _____ \$ 0.00

f) Overhead (Rate: 0.00%) g) Overhead [(c) x (f)] _____ \$ 0.00

h) General and Administrative (Rate: 0.00%) i) Gen & Admin [(c) x (h)] _____ \$ 0.00

j) **TOTAL INDIRECT COSTS** [(e) + (g) + (i)] _____ \$ 0.00**FIXED FEE**k) **TOTAL FIXED FEE** [(c) + (j)] x fixed fee 0.00%] _____ \$ 0.00**l) CONSULTANT'S OTHER DIRECT COSTS (ODC) – ITEMIZE (Add additional pages if necessary)**

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs				\$ 0.00
Equipment Rental and Supplies				\$ 0.00
Permit Fees				\$ 0.00
Plan Sheets				\$ 0.00
Test				\$ 0.00

l) **TOTAL OTHER DIRECT COSTS** _____ \$ 0.00**m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)**

Subconsultant 1: _____

Subconsultant 2: _____

Subconsultant 3: _____

Subconsultant 4: _____

m) **TOTAL SUBCONSULTANTS' COSTS** _____ \$ 0.00n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS** [(l)+(m)] _____ \$ 0.00**TOTAL COST** [(c) + (j) + (k) + (n)] _____ \$ 0.00**NOTES:**

- Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
- Anticipated salary increases calculation (page 2) must accompany.

EXHIBIT 10-H1 COST PROPOSAL Page 2 of 3**COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS**

(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal		Avg Hourly Rate	5 Year Contract Duration
\$250,000.00	500	=	\$50.00	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$50.00	+	2%	=	\$51.00	Year 2 Avg Hourly Rate
Year 2	\$51.00	+	2%	=	\$52.02	Year 3 Avg Hourly Rate
Year 3	\$52.02	+	2%	=	\$53.06	Year 4 Avg Hourly Rate
Year 4	\$53.06	+	2%	=	\$54.12	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	20.0%	*	5000	=	1000	Estimated Hours Year 1
Year 2	40.0%	*	5000	=	2000	Estimated Hours Year 2
Year 3	15.0%	*	5000	=	750	Estimated Hours Year 3
Year 4	15.0%	*	5000	=	750	Estimated Hours Year 4
Year 5	10.0%	*	5000	=	500	Estimated Hours Year 5
Total	100%		Total	=	5000	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$50.00	*	1000	=	\$50,000.00	Estimated Hours Year 1
Year 2	\$51.00	*	2000	=	\$102,000.00	Estimated Hours Year 2
Year 3	\$52.02	*	750	=	\$39,015.00	Estimated Hours Year 3
Year 4	\$53.06	*	750	=	\$39,795.30	Estimated Hours Year 4
Year 5	\$54.12	*	500	=	\$27,060.80	Estimated Hours Year 5
Total Direct Labor Cost with Escalation				=	\$257,871.10	
Direct Labor Subtotal before Escalation				=	\$250,000.00	
Estimated total of Direct Labor Salary Increase				=	\$7,871.10	Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable.
(i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

EXHIBIT 10-H1 COST PROPOSAL Page 3 of 3**Certification of Direct Costs:**

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. [Title 23 United States Code Section 112](#) - Letting of Contracts
4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
5. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
6. [48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board](#) (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement. Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: _____ Title *: _____ \$ 0.00

Signature : _____ Date of Certification (mm/dd/yyyy): _____

Email: _____ Phone Number: _____

Address: _____

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

EXHIBIT 10-H2 COST PROPOSAL Page 1 of 3

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not AllowedConsultant _____ ☐ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant

Project No. _____ Contract No. _____ Participation Amount \$ _____ Date _____

For Combined Rate	Fringe Benefit % + General & Administrative %	=	Combined ICR%
	OR		
For Home Office Rate	Fringe Benefit % + General & Administrative %	=	Home Office ICR%
For Field Office Rate	Fringe Benefit % + General & Administrative %	=	Field Office ICR%

Fee	=	%
-----	---	---

BILLING INFORMATION**CALCULATION INFORMATION**

Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective Date of Hourly Rate		Actual or Avg. Hourly Rate ⁴	% or \$ Increase	Hourly Range - for Classifications Only
	Straight ³	OT (1.5x)	OT (2x)	From	To			
John Doe – Project Manager * Civil Engineer II	\$0.00	\$0.00	\$0.00	01/01/2016	12/31/2016	\$0.00		Not Applicable
	\$0.00	\$0.00	\$0.00	01/01/2017	12/31/2017	\$0.00	0.0%	
	\$0.00	\$0.00	\$0.00	01/01/2018	12/31/2018	\$0.00	0.0%	
Sue Jones – Construction Engineer/Inspector Engineer I	\$0.00	\$0.00	\$0.00	01/01/2016	12/31/2016	\$0.00		Not Applicable
	\$0.00	\$0.00	\$0.00	01/01/2017	12/31/2017	\$0.00	0.0%	
	\$0.00	\$0.00	\$0.00	01/01/2018	12/31/2018	\$0.00	0.0%	
Buddy Black – Claims Engineer Engineer III	\$0.00	\$0.00	\$0.00	01/01/2016	12/31/2016	\$0.00		Not Applicable
	\$0.00	\$0.00	\$0.00	01/01/2017	12/31/2017	\$0.00	0.0%	
	\$0.00	\$0.00	\$0.00	01/01/2018	12/31/2018	\$0.00	0.0%	
Land Surveyor **	\$0.00	\$0.00	\$0.00	01/01/2016	12/31/2016	\$0.00		\$00 - \$00
	\$0.00	\$0.00	\$0.00	01/01/2017	12/31/2017	\$0.00	0.0%	\$00 - \$00
	\$0.00	\$0.00	\$0.00	01/01/2018	12/31/2018	\$0.00	0.0%	\$00 - \$00
Technician	\$0.00	\$0.00	\$0.00	01/01/2016	12/31/2016	\$0.00		\$00 - \$00
	\$0.00	\$0.00	\$0.00	01/01/2017	12/31/2017	\$0.00	0.0%	\$00 - \$00
	\$0.00	\$0.00	\$0.00	01/01/2018	12/31/2018	\$0.00	0.0%	\$00 - \$00

(Add pages as necessary)

Local Assistance Procedures Manual

EXHIBIT 10-H2
Cost Proposal

NOTES:

1. Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended.
3. Billing rate = actual hourly rate * (1 + ICR) * (1 + Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.
4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

EXHIBIT 10-H2 COST PROPOSAL Page 2 of 3SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)Consultant _____ ☐ Prime Consultant ☐ Subconsultant

Project No. _____ Contract No. _____ Date _____

SCHEDULE OF OTHER DIRECT COST ITEMS (Add additional pages as necessary)				
Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs				\$ 0.00
Equipment Rental and Supplies				\$ 0.00
Permit Fees				\$ 0.00
Plan Sheets				\$ 0.00
Test				\$ 0.00
Vehicle				\$ 0.00
Subconsultant 1:				
Subconsultant 2:				
Subconsultant 3:				
Subconsultant 4:				
Subconsultant 5:				

Note: Add additional pages if necessary.

NOTES:

1. List other direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentation.
2. Proposed ODC items should be consistently billed regardless of client and contract type.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
6. Travel related costs should be pre-approved by the contracting agency and shall not exceed current State Department of Personnel Administration rules.

Local Assistance Procedures Manual

EXHIBIT 10-H2
Cost Proposal

7. If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is its standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.
9. The cost proposal format shall not be amended. All costs must comply with the Federal cost principles.
10. Add additional pages if necessary.
11. Subconsultants must provide their own cost proposals.

EXHIBIT 10-H2 COST PROPOSAL Page 3 of 3**Certification of Direct Costs:**

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

7. Generally Accepted Accounting Principles (GAAP)
8. Terms and conditions of the contract
9. [Title 23 United States Code Section 112](#) - Letting of Contracts
10. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
11. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
12. [48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board](#) (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Prime Consultant or Subconsultant Certifying:

Name: _____ Title*: _____ \$ 0.00

Signature: _____ Date of Certification (mm/dd/yyyy): _____

Email: _____ Phone Number: _____

Address: _____

* An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

EXHIBIT 10-H3 COST PROPOSAL Page 1 of 2COST PER UNIT OF WORK CONTRACTS
(GEOTECHNICAL AND MATERIAL TESTING)**Note: Mark-ups are Not Allowed**☐ Prime Consultant☐ Subconsultant☐ 2nd Tier Subconsultant

Consultant _____

Project No. _____ Contract No. _____ Date _____

Unit/Item of Work:**(Example: Log of Test Boring for Soils Report, or ADL Testing for Hazardous Waste Material Study) Include as many Items as necessary.**

DIRECT LABOR	Hours	Billing Hourly Rate (\$)	Total (\$)
Professional (Classification)*	_____	_____	_____
Sub-professional/Technical**	_____	_____	_____
EQUIPMENT 1 (with Operator)	_____	_____	_____
EQUIPMENT 2 (with Operator)	_____	_____	_____

Consultant's Other Direct Costs (ODC) – Itemize:

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs				\$ 0.00
Equipment Rental and Supplies				\$ 0.00
Permit Fees				\$ 0.00
Plan Sheets				\$ 0.00
Test				\$ 0.00
Subconsultant 1:				
Subconsultant 2:				
Subconsultant 3:				
Subconsultant 4:				
Subconsultant 5:				

Note: Attach additional pages if necessary.

TOTAL COST PER UNIT OF WORK _____**NOTES:**

1. Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals. The cost proposal format shall not be amended.
2. Hourly billing rates should include prevailing wage rates and be consistent with publicly advertised rates charged to all clients (Commercial, Private or Public).
3. Mobilization/De-mobilization is based on site location and number and frequency of tests/items.
4. ODC items shall be based on actual costs and supported by historical data and other documentation.
5. ODC items that would be considered "tools of the trade" are not reimbursable.
6. Billing Hourly Rates must be actual, allowable, and reasonable.

EXHIBIT 10-H3 COST PROPOSAL Page 2 of 2**Certification of Direct Costs:**

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

13. Generally Accepted Accounting Principles (GAAP)
14. Terms and conditions of the contract
15. [Title 23 United States Code Section 112](#) - Letting of Contracts
16. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
17. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
18. [48 Code of Federal Regulation Part 9904 - Cost Accounting Standards Board](#) (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Prime Consultant or Subconsultant Certifying:

Name: _____ Title*: _____ \$ 0.00

Signature: _____ Date of Certification (mm/dd/yyyy) _____

Email: _____ Phone Number: _____

Address: _____

* An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

ATTACHMENT F

REQUIRED FORMS TO BE SUBMITTED WITH THE FEE PROPOSAL

Attachment F.1 - Exhibit 10-H1: Cost Proposal Form

Attachment F.2 - Exhibit 10-K: Consultant Annual Certification of Indirect Costs and Financial Management System

Attachment F.3 - Exhibit 10-O2: Consultant Contract DBE Commitment

Local Assistance Procedures Manual

Exhibit 10-K

Consultant Annual Certification of Indirect Costs and Financial Management System

EXHIBIT 10-K CONSULTANT ANNUAL CERTIFICATION OF INDIRECT COSTS AND FINANCIAL MANAGEMENT SYSTEM

(Note: If a Safe Harbor Indirect Cost Rate is approved, this form is not required.)

Consultant's Full Legal Name: _____

Important: Consultant means the individual or consultant providing engineering and design related services as a party of a contract with a recipient or sub-recipient of Federal assistance. Therefore, the Indirect Cost Rate(s) shall not be combined with its parent company or subsidiaries.

Indirect Cost Rate:

Combined Rate _____ % **OR**

Home Office Rate _____ % and Field Office Rate (if applicable) _____ %

Facilities Capital Cost of Money _____ % (if applicable)

Fiscal period * _____

* Fiscal period is annual one year applicable accounting period that the Indirect Cost Rate was developed (not the contract period). The Indirect Cost Rate is based on the consultant's one-year applicable accounting period for which financial statements are regularly prepared by the consultant.

I have reviewed the proposal to establish an Indirect Cost Rate(s) for the **fiscal period** as specified above and have determined to the best of my knowledge and belief that:

- All costs included in the cost proposal to establish the indirect cost rate(s) are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) 48, Code of Federal Regulations (CFR), Chapter 1, Part 31 (48 CFR Part 31);
- The cost proposal does not include any costs which are expressly unallowable under the cost principles of 48 CFR Part 31;
- The accounting treatment and billing of prevailing wage delta costs are consistent with our prevailing wage policy as either direct labor, indirect costs, or other direct costs on all federally-funded A&E Consultant Contracts.
- All known material transactions or events that have occurred subsequent to year-end affecting the consultant's ownership, organization, and indirect cost rates have been disclosed as of the date of this certification.

I am providing the required and applicable documents as instructed on Exhibit 10-A.

Financial Management System:

Our labor charging, job costing, and accounting systems meet the standards for financial reporting, accounting records, and internal control adequate to demonstrate that costs claimed have been incurred, appropriately accounted for, are allocable to the contract, and comply with the federal requirements as set forth in [Title 23 United States Code \(U.S.C.\) Section 112\(b\)\(2\); 48 CFR Part 31.201-2\(d\); 23 CFR, Chapter 1, Part 172.11\(a\)\(2\)](#); and all applicable state and federal rules and regulations.

Our financial management system has the following attributes:

- Account numbers identifying allowable direct, indirect, and unallowable cost accounts;
- Ability to accumulate and segregate allowable direct, indirect, and unallowable costs into separate cost

Local Assistance Procedures Manual**Exhibit 10-K****Consultant Annual Certification of Indirect Costs and Financial Management System**

accounts;

- Ability to accumulate and segregate allowable direct costs by project, contract and type of cost;
- Internal controls to maintain integrity of financial management system;
- Ability to account and record costs consistently and to ensure costs billed are in compliance with FAR;
- Ability to ensure and demonstrate costs billed reconcile to general ledgers and job costing system; and
- Ability to ensure costs are in compliance with contract terms and federal and state requirement

Cost Reimbursements on Contracts:

I also understand that failure to comply with 48 CFR Part 16.301-3 or knowingly charge unallowable costs to Federal-Aid Highway Program (FAHP) contracts may result in possible penalties and sanctions as provided by the following:

- Sanctions and Penalties - [23 CFR Part 172.11\(c\)\(4\)](#)
- False Claims Act - [Title 31 U.S.C. Sections 3729-3733](#)
- Statements or entries generally - [Title 18 U.S.C. Section 1001](#)
- Major Fraud Act - [Title 18 U.S.C. Section 1031](#)

All A&E Contract Information:

- Total participation amount \$ _____ on all State and FAHP contracts for Architectural & Engineering services that the consultant received in the last three fiscal periods.
- The number of states in which the consultant does business is _____.
- Years of consultant's experience with 48 CFR Part 31 is _____.
- Audit history of the consultant's current and prior years (if applicable)

☐ Cognizant ICR Audit	☐ Local Gov't ICR Audit	☐ Caltrans ICR Audit
☐ CPA ICR Audit	☐ Federal Gov't ICR Audit	

I, the undersigned, certify all of the above to the best of my knowledge and belief and that I have reviewed the Indirect Cost Rate Schedule to determine that any costs which are expressly unallowable under the Federal cost principles have been removed and comply with [Title 23 U.S.C. Section 112\(b\)\(2\)](#), [48 CFR Part 31](#), [23 CFR Part 172](#), and all applicable state and federal rules and regulations. I also certify that I understand that all documentation of compliance must be retained by the consultant. I hereby acknowledge that costs that are noncompliant with the federal and state requirements are not eligible for reimbursement and must be returned to Caltrans.

Name**: _____ Title**: _____

Signature: _____ Date of Certification (mm/dd/yyyy): _____

Email**: _____ Phone Number**: _____

**An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President, a Chief Financial Officer, or equivalent, who has authority to represent the financial information used to establish the indirect cost rate.

Note: *Both prime and subconsultants as parties of a contract must complete their own Exhibit 10-K forms. Caltrans will not process local agency's invoices until a complete Exhibit 10-K form is accepted and approved by Caltrans Audits and Investigations.*

Distribution: 1) Original - Local Agency Project File
2) Copy - Consultant
3) Copy - Caltrans Audits and Investigations

ATTACHMENT F

REQUIRED FORMS TO BE SUBMITTED WITH THE FEE PROPOSAL

Attachment F.1 - Exhibit 10-H1: Cost Proposal Form

Attachment F.2 - Exhibit 10-K: Consultant Annual Certification of Indirect Costs and Financial Management System

Attachment F.3 - Exhibit 10-O2: Consultant Contract DBE Commitment

Local Assistance Procedures Manual**Exhibit 10-O2
Consultant Contract DBE Commitment****EXHIBIT 10-O2 CONSULTANT CONTRACT DBE COMMITMENT**

1. Local Agency: City of South El Monte 2. Contract DBE Goal: 10%
3. Project Description: HSIPL-5352(020), Traffic Signal Improvements
4. Project Location: Various Signalized Intersections Throughout the City of South El Monte
5. Consultant's Name: _____ 6. Prime Certified DBE: ☐ 7. Total Contract Award Amount: _____
8. Total Dollar Amount for **ALL** Subconsultants: _____ 9. Total Number of **ALL** Subconsultants: _____

10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount
Local Agency to Complete this Section		14. TOTAL CLAIMED DBE PARTICIPATION	\$
20. Local Agency Contract Number: _____ 21. Federal-Aid Project Number: _____ 22. Contract Execution Date: _____ Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			%
23. Local Agency Representative's Signature _____ 24. Date _____ 25. Local Agency Representative's Name _____ 26. Phone _____ 27. Local Agency Representative's Title _____		IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required. 15. Preparer's Signature _____ 16. Date _____ 17. Preparer's Name _____ 18. Phone _____ 19. Preparer's Title _____	

DISTRIBUTION: 1. Original – Local Agency
2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

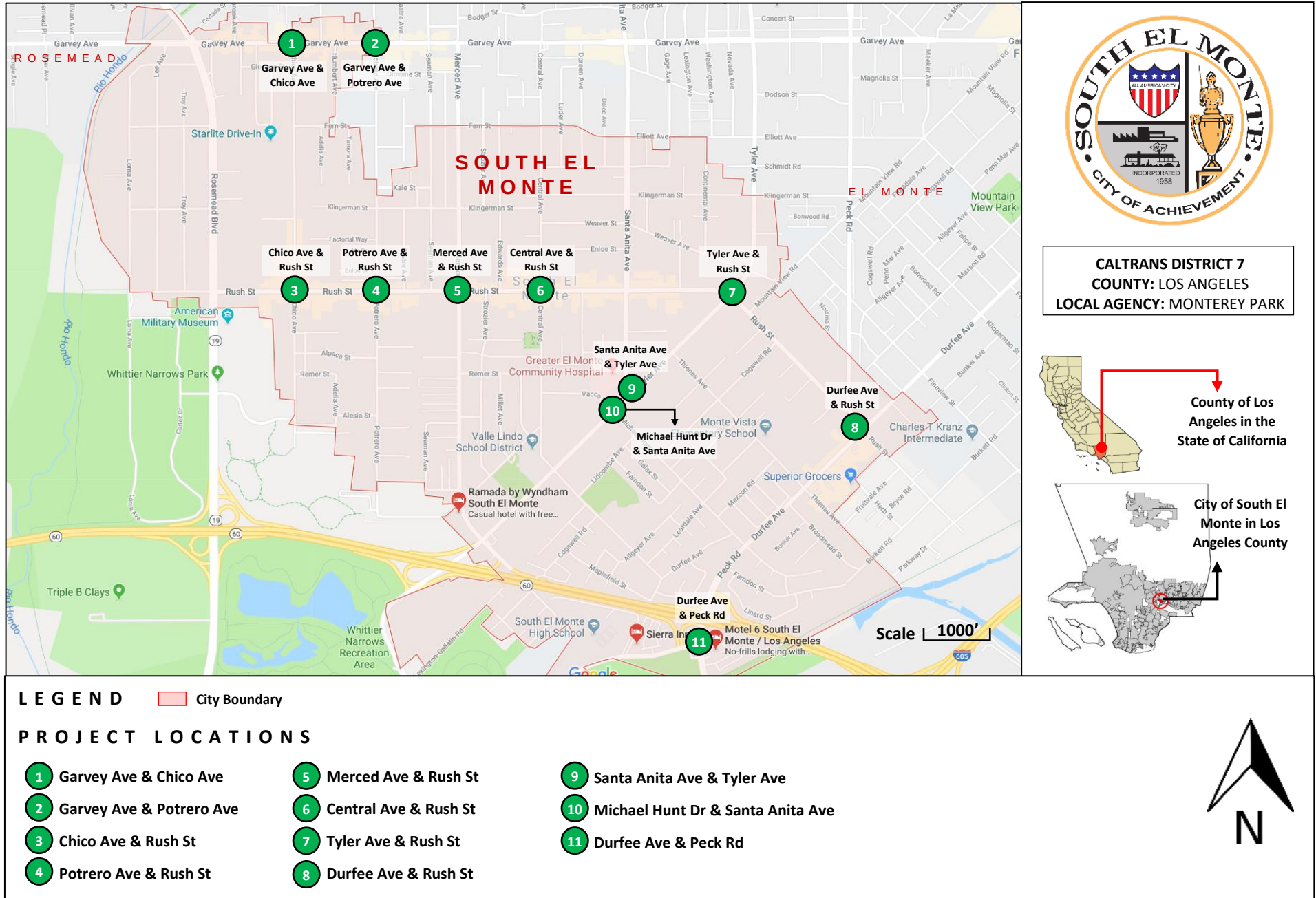
INSTRUCTIONS – CONSULTANT CONTRACT DBE COMMITMENT**CONSULTANT SECTION**

- 1. Local Agency** - Enter the name of the local or regional agency that is funding the contract.
- 2. Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
- 3. Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
- 4. Project Location** - Enter the project location as it appears on the project advertisement.
- 5. Consultant's Name** - Enter the consultant's firm name.
- 6. Prime Certified DBE** - Check box if prime contractor is a certified DBE.
- 7. Total Contract Award Amount** - Enter the total contract award dollar amount for the prime consultant.
- 8. Total Dollar Amount for ALL Subconsultants** – Enter the total dollar amount for all subcontracted consultants. SUM = (DBEs + all Non-DBEs). Do not include the prime consultant information in this count.
- 9. Total number of ALL subconsultants** – Enter the total number of all subcontracted consultants. SUM = (DBEs + all Non-DBEs). Do not include the prime consultant information in this count.
- 10. Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
- 11. DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
- 12. DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and phone number, if the prime is a DBE.
- 13. DBE Dollar Amount** - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime consultant if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
- 14. Total Claimed DBE Participation - \$:** Enter the total dollar amounts entered in the "DBE Dollar Amount" column. **%:** Enter the total DBE participation claimed ("Total Participation Dollars Claimed" divided by item "Total Contract Award Amount"). If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
- 15. Preparer's Signature** - The person completing the DBE commitment form on behalf of the consultant's firm must sign their name.
- 16. Date** - Enter the date the DBE commitment form is signed by the consultant's preparer.
- 17. Preparer's Name** - Enter the name of the person preparing and signing the consultant's DBE commitment form.
- 18. Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- 19. Preparer's Title** - Enter the position/title of the person signing the consultant's DBE commitment form.

LOCAL AGENCY SECTION

- 20. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 21. Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
- 22. Contract Execution Date** - Enter the date the contract was executed.
- 23. Local Agency Representative's Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
- 24. Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
- 25. Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the consultant's DBE commitment form.
- 26. Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- 27. Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the consultant's DBE commitment form.

Attachment B - Work Locations

ATTACHMENT 2: VICINITY MAP / LOCATION MAP*City of South El Monte (Sponsoring Agency)*



City Council Agenda Report

Agenda Item No. 9.c.

DATE: April 12, 2022

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

SUBMITTED BY: Rene Salas, Deputy City Manager

SUBJECT: AUTHORIZATION OF STAFF DEVELOPMENT AND TEAM BUILDING EVENT

SUMMARY: At the Direction of City Council, staff is presenting information and budget costs to host a Staff Development and Team Building Event that will be open to all City employees and their immediate family members. The event is scheduled for Saturday, April 30th, from 11am to 3pm at New Temple Park.

RECOMMENDED ACTION: Staff recommends City Council approve a budget adjustment of \$3,905.75 from Fund Balance to add to the Employee Recognition Budget account number 01-100-1050-5940 to fund a Staff Development & Team Building event on Saturday, April 30, 2022.

FISCAL IMPACT: The total requested budget adjustment of \$3,905.75 will come from Fund Balance and will be added to the HR Recognition line item Budget.

DISCUSSION: At the October 26, 2021, City Council meeting, Councilmember Angel brought up the idea of having a picnic for all employees. The City Council supported the idea and directed staff to come up with the cost estimates and bring it back to City Council for consideration. This report includes the cost for food, entertainment, and set up for employees and their families to enjoy.

Food Estimate:

\$1,325 from Taco Sass, a local business, to serve 200 guests. This includes three meats (Asada, Pastor, and Chicken), peruvian beans, Mexican rice, diced onions, cilantro, radishes, lemons, red & green salsa, three - 5 gallon aqua frescos, plates, napkins, forks and cups.

Equipment Estimate:

\$2,280.75 from Party Pronto to provide chairs, tables, a 20ft by 20 ft canopy, balloon-artist, face-painter, and two kid inflatable play areas.

Entertainment:
\$300 quote for DJ music.

Total cost: \$3,905.75

Note: Staff reached out to Premier Janitorial Services for a quote on chairs, tables and kid inflatable play area. Unfortunately, they no longer provide insurance on their rental equipment.

ATTACHMENT(S):

- A. Taco Saas - Food
- B. Party Pronto - Rental Equipment
- C. DJ Music

ATTACHMENT A

RAY CASTELLANOS

TACO SAAS, LLC
10300 RUSH ST.
SOUTH EL MONTE, CA. 91733
626 758-1755

April 6, 2022

QUOTE

City of South El Monte

Service at: New Temple Park
April 30, 2022
Serve time 2 hours 11am-1pm

Taco service for 200 people

Includes:

Three meats asada, pastor, chicken
Peruvian beans
Mexican rice
Diced onions, cilantro, radishes, lemons
Two salsas Red and Green
3 - 5 gallon agua frescas (Pina, pepino con limon, horchata)
Will provide all plates, napkins, forks, and cups

Cost \$1325.00

Any questions please contact Ray Castellanos @ 626 393-0521

Thank you for contacting us, we look forward to serving you.

RAY CASTELLANOS
TACO SAAS

ATTACHMENT B



Party Pronto, Inc.

4131 E. LIVE OAK AVE., ARCADIA, CA 91006

Phone: 626-821-0200 Fax: 626-821-0322

Website: www.877parties.com Email: partypronto@gmail.com

QUOTATION

QuoteNo Q19056
Date 3/18/2022
User Stephanie

Contact JAYSON PEREZ
Phone (626)209-7232
Email jperez@soelmonte.org
Start Date 4/30/2022 9:00:00 AM
End Date 4/30/2022 5:00:00 PM

Notes
CITY OF SOUTH EL MONTE, NEW TEMPLE PARK

WE DO NOT HAVE STAFF AVAILABLE TO OPERATE THE
GAME BOOTHS

WE DO NOT HAVE A PA SOUND SYSTEM WITH DJ

THIS IS A PRICE QUOTE AND NOT A GUARANTEE OF
AVAILABILITY OF PERFORMERS (FACE PAINTER,
BALLOON ARTIST, GAMES COORDINATOR)

Qty	Name	Unit Price	Total
1	20 x 20 Canopy	\$289.00	\$289.00
6	Cement Weights (200 lbs ea)	\$15.00	\$90.00
1	5 in 1, Primary Module	\$259.00	\$259.00
1	Toy Story Tiny Tots Playground	\$259.00	\$259.00
2	Generator, regular (RED)	\$95.00	\$190.00
1	Face Painter (1hr)	\$175.00	\$175.00
1	Face Painter (extra 1 hr)	\$120.00	\$120.00
1	Balloon Artist (1 hr.)	\$175.00	\$175.00
1	Balloon Artist, (extra hour)	\$120.00	\$120.00
15	Long Tables, 6 foot long	\$10.00	\$150.00
15	Tables, set up/ tear down	\$2.75	\$41.25
150	Chairs, Adult - Premium White	\$1.50	\$225.00
150	Chairs, set up/tear down	\$0.75	\$112.50

Order Subtotal: \$2,205.75
Delivery Charge: \$75.00
TOTAL: \$2,280.75

If this quote is acceptable, please call us at 626-821-0200 to make your reservation. We may need more information about your party or event.

We require full payment for private events held at parks. Private events involving performers such as ponies, petting zoos and mechanical carnival equipment also require payment in full. Park permits for private parties are the responsibility of the customer. For public events, we accept Purchase Orders (P.O.'s). Additional fees may be added if you require permits or an Additional Insured Certificate.

Quote assumes customer will set up/tear down tables and chairs unless otherwise noted. Set up/tear down service is available at additional cost with advance arrangements. Be sure that your power needs are met or arrange to have a generator if needed. Operators or equipment attendants are not included, unless noted.

A reminder...no items are reserved until we receive your payment/deposit or P.O. We accept all major credit cards.

Party Pronto, Inc.
4131 Live Oak Avenue
Arcadia, CA 91006
www.877parties.com

Questions? Please call us at (626)821-0200
We have everything!

ATTACHMENT C

Invoice No.

2424

HORTENCIA VASQUEZ- DJ SHOWTIME (562)619-4260

INVOICE**Customer**

Name CITY OF SOUTH EL MONTE
Address 1415 SANTA ANITA AVE.
City SOUTH EL MONTE State Ca ZIP 91733
Phone 626- 579-2043 EXT. 3222

Misc

Date 4/5/22
Order No.
Rep H. VASQUEZ
FOB

Qty	Description	Unit Price	TOTAL
1	MUSIC ENTERTAINMENT SERVICES - 4/30/2022. 11 - 3:00PM	\$ 300.00	\$ 300.00
		SubTotal	\$ 300.00
		Shipping	
		TOTAL	\$ 300.00

Payment Select One...

Comments

Name

CC #

Expires

Tax Rate(s)

Office Use Only



City Council Agenda Report

Agenda Item No. 9.d.

DATE: April 12, 2022

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

SUBMITTED BY: William Fox, Interim Finance Director

SUBJECT: CONSIDERATION AND APPROVAL OF RESOLUTION NO. 22-28, APPROVING A PRIVATE PLACEMENT LEASE FINANCING TO PAY OFF THE CALIFORNIA PUBLIC EMPLOYEES RETIREMENT SYSTEM UNFUNDED PENSION OBLIGATION AND AUTHORIZING THE EXECUTION AND DELIVERY OF A SITE LEASE AND A LEASE AGREEMENT, AND AUTHORIZING OTHER MATTERS RELATING TO THIS FINANCING TRANSACTION

SUMMARY: The City has an approximately \$9.6 million unfunded pension liability with CalPERS. This obligation came about over a period of several years when CalPERS was not able to consistently earn sufficient investment returns on their portfolio of pension fund assets to fully fund the City's pension obligation. In order to address this unfunded pension liability, the City selected Kosmont Transaction Services, through an RFP process, to advise and help secure low interest fixed rate lease financing. The funds raised through this financing, known as Certificates of Participation (COPs), would then be used to pay off the CalPERS unfunded pension liability. This new lease financing will be a 20-year obligation fixed at 3.3%, as compared to the CalPERS unfunded pension debt current rate of 7.0%. By entering into this new lease obligation transaction, the City will save \$3.2 million in cash flow savings over the twenty-year financing period.

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 22-28, approving the terms of a private placement lease financing, approving the form of and authorizing the execution and delivery of a site lease and lease agreement, a trust agreement, and authorizing required actions in connection with the execution and, authorizing other matters relating to the financing.

FISCAL IMPACT: The current forecast reflects the refinancing of the City's pension obligations will produce \$3.2 million in total savings over the twenty-year financing period. This equates to an average savings of \$160,000 annually. The actual savings per year will vary based upon the loan amortization schedule.

DISCUSSION: The City has an approximately \$9.6 million unfunded pension obligation owed to CalPERS. Due to the low prevailing interest rates in the capital markets, the City has an opportunity to refinance this unfunded pension obligation by acquiring financing via a private placement, lease/leaseback transaction at a much lower interest rate than it currently pays to CalPERS. CalPERS currently charges the City a high rate of interest (currently 7%), and structures amortization payments in a way that is causing the City to face steep increases in pension expenses over the next twenty fiscal years.

On February 22, 2022, the City Council directed Staff to assemble and work with a team of professionals to prepare the financing, including the proposed financing structure and legal documentation as discussed below. Staff is recommending a repayment term for the financing to be 20 years to accomplish the goals of reducing immediate budget costs, while retiring the pension debt as quickly as practical. The proposed financing of 20 years is a shorter period than the 25 year CalPERS repayment schedule. The shorter financing term of 20 years was based upon the lender offering this as the maximum financing term and the City's desire for a shorter payment schedule to reduce the interest expense being paid. The action item is for the approval of the attached Resolution. This will approve the attached forms of a Site Lease and a Lease Agreement, as well as authorize staff to execute other necessary documents and certificates required to successfully consummate the financing. These are each "form" documents because certain information will need to be added as the financing terms take their final form after the Council acts.

Initial Valuation of City Properties

The City's entire inventory of properties was examined and it was determined that some combination of five parcels will be assembled together to provide the required property value for the lease financing transaction. An initial valuation of the selected properties was conducted, which is subject to a formal independent valuation that is now being performed. The initial valuation for the five identified properties is \$15,155,750. The initial valuation examined the land value based upon recent property sales. The valuation of the structures at each selected City location was determined by using the current insured values. The independent appraised valuations will be used in the lease transaction. The results of the initial valuation are below:

City Property Name & Address	Land Value	Structure Value	Valuation Estimate
Corporate Maintenance Yard - 1900 Central Ave.	\$1,200,000	692,580	1,892,580
Transportation Yard - 2028 Central Ave.	500,000	1,038,555	1,538,555
Senior Center - 1556 Central Ave.	1,700,000	3,479,700	5,179,700
Community Services Building - 1900 Central Ave.	1,900,000	1,152,480	3,052,480
Mary Van Dyke Park - 1819 Central Ave.	2,700,000	792,435	3,492,435
Totals	\$8,000,000	\$7,155,750	\$15,155,750

Good Faith Estimates For Financing Costs

The following information was obtained from the City's Municipal Advisor, Kosmont Transactions Services, Inc. with respect to the Financing to be approved in the attached Resolution, and is provided in compliance with Senate Bill 450 (Chapter 625 of the 2017-2018 Session of the California Legislature) with respect to the COPs:

1. Finance Charge of the Financing: Assuming the aggregate principal amount of the financing to be \$9,758,714 is placed and based on the interest rate offered by the Purchaser at the time of preparation of this information, a good faith estimate of the finance charges, which means the sum of all fees and charges paid to third parties (or costs associated with the Financing), is \$160,000 as follows:

<u>Cost of Issuance</u>	<u>Estimated Amounts</u>
Bond Counsel	\$48,000
City Attorney	5,000
Municipal Advisor	35,000
Real Estate Advisor	10,000
Placement Agent	20,000
Purchaser Counsel	12,500
Lease Counterparty	7,500
Title Insurance	12,500
Miscellaneous/Contingency	9,500
Total	\$160,000

2. True Interest Cost of the COPs. Assuming the aggregate principal amount of the financing to be \$9,758,714 is placed and based on the interest rate offered by the Purchaser at the time of preparation of this information, a good faith estimate of the true interest cost of the financing, which means the rate necessary to discount the amounts payable on the respective principal and interest payment dates to the purchase price received for the financing, is 3.3001%.

3. Amount of Proceeds to be Received: Assuming the aggregate principal amount of the financing to be \$9,758,714 and based on the interest rate offered by the Purchaser at the time of preparation of this information, a good faith estimate of the amount of proceeds expected to be received by the City for consummation of the financing less the finance charge described in Paragraph 1 above and any reserves or capitalized interest paid or funded with proceeds of the Financing, is \$9,601,214.

4. Total Payment Amount: Assuming the aggregate principal amount of the financing to be \$9,758,714 and based on the interest rate offered by the Purchaser at the time of preparation of this information, a good faith estimate of the total payment amount, which means the sum total of all payments the City will make to pay debt service on the financing, including the finance charge of the Financing described in paragraph 1 above, calculated to the final maturity of the financing, is \$13,472,170.72.

Attention is directed to the fact that the foregoing information constitutes good faith estimates only. The actual interest cost, finance charges, amount of proceeds and total payment amount may vary from the estimates above due to variations from these estimates in the timing of closing of the financing, the amount of the financing actually placed, the final amortization schedule of the financing, and other variables that may change prior to the closing of the. The date of the closing and the final amount of the financing to be sold privately will be determined by the City based on the actual amount required to pay off the CalPers pension obligation, and other factors. The Resolution approves, among other things, the execution and delivery of the financing and the Term Sheet provided by the Purchaser which provides for an interest rate of 3.30% per annum.

ATTACHMENT(S):

- A. Resolution No. 22-28
- B. Form of Site Lease
- C. Form of Lease Agreement
- D. Term Sheet - March 10, 2022
- E. Assignment Agreement - South El Monte 2022

ATTACHMENT A

RESOLUTION NO. 22-28

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH EL MONTE APPROVING THE TERMS OF A PRIVATE PLACEMENT, APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A SITE LEASE AND A LEASE AGREEMENT, AND AUTHORIZING OTHER MATTERS RELATING THERETO

WHEREAS, the City of South El Monte, California (the “City”) is a municipal corporation and a general law city duly organized and existing under and pursuant to the Constitution and laws of the State of California.

WHEREAS, it has been proposed that Municipal Finance Corporation, a corporation duly organized and validly existing under and by virtue of the laws of the State of California (the “Corporation”) assist the City in refinancing certain obligations of the City to the California Public Employees’ Retirement System’s (“CalPERS”); and

WHEREAS, the City has received, and desires to accept, a bid for a private placement with First Foundation Public Finance, a Delaware statutory trust and a wholly-owned subsidiary of First Foundation Bank (“First Foundation”); and

WHEREAS, in connection therewith, the City Council of the City (the “City Council”) wishes to proceed with a lease financing in the manner set forth in that certain Lease Agreement described below; and

WHEREAS, the City will lease to the Corporation certain real property (the “Leased Property”) pursuant to a Site Lease (the “Site Lease”) and the Corporation, concurrently with the execution of the Site Lease, will sublease the Leased Property back to the City pursuant to a Lease Agreement (the “Lease Agreement”) in consideration for rental payments and assign certain rights and the rental payments under the Lease Agreement to First Foundation;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SOUTH EL MONTE FINDS, RESOLVES, AND ORDERS AS FOLLOWS:

Section 1. The City Council finds that all of the facts set forth in the Recitals are true and correct, and are incorporated herein by reference.

Section 2. The City hereby approves an aggregate principal amount of Lease Payments under the Lease Agreement not to exceed \$9,900,000.

Section 3. The City hereby accepts the First Foundation interest rate of 3.3% (assuming no default) for the proposed private placement, subject to the authorizations and limitations set forth herein and final delivery of the documents authorized hereby.

Section 4. The City hereby approves the form of Site Lease, substantially in the form presented to the City Council and on file with the City Clerk, with such revisions, amendments and completions as shall be approved by the Mayor, the City Manager, the Interim Finance Director and any of their respective designees (each a “Responsible Officer”), with the advice of

special counsel to the City, such approval to be conclusively evidenced by the execution and delivery thereof.

Section 5. The City hereby approves the form of Lease Agreement, substantially in the form presented to the City Council and on file with the City Clerk, with such revisions, amendments and completions as shall be approved by a Responsible Officer, with the advice of special counsel to the City, such approval to be conclusively evidenced by the execution and delivery thereof.

Section 6. In connection with the private placement, the City Council hereby approves the appointment of Norton Rose Fulbright US LLP to perform special counsel services, Kosmont Transactions Services, Inc., to perform Municipal Advisor services, and Hilltop Securities, Inc., as placement agent. Any Responsible Officer is hereby authorized and directed to enter into professional services agreements with each of the foregoing.

Section 7. Each Responsible Officer and other officers of the City are hereby authorized and directed, jointly and severally, for and in the name on behalf of the City, to execute and deliver a placement agent agreement, and any and all other agreements, assignments, documents, certificates and other instruments, and to do any and all things and take any and all actions which may be necessary or advisable in their discretion, to carry out and give effect to the actions which the City has approved in this Resolution.

Section 8. All actions heretofore taken by any Responsible Officer or any officer, employee or agent of the City in connection with or related to any of the agreements referred to herein, are hereby approved, confirmed and ratified.

Section 9. This Resolution may be executed with electronic signatures in accordance with Government Code of the State of California §16.5. Such electronic signatures will be treated in all respects as having the same effect as an original signature.

Section 10. This Resolution becomes effective immediately upon adoption.

PASSED, APPROVED, AND ADOPTED this 12th Day of April 2022.

Gloria Olmos, Mayor

ATTEST:

Donna G. Schwartz, City Clerk

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss
CITY OF SOUTH EL MONTE)

I, Donna G. Schwartz, City Clerk of the City of South El Monte, do hereby certify that the foregoing Resolution No. 22-28 was duly passed and approved by the City Council of the City of South El Monte at a regular meeting of said Council held on the 12th day of April 2022, and that said Resolution was adopted by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Donna G. Schwartz, City Clerk

ATTACHMENT B

AFTER RECORDATION PLEASE RETURN TO:

Norton Rose Fulbright US LLP
555 South Flower Street, Suite 4100
Los Angeles, California 90071
Attention: Russell C. Trice, Esq.

SITE LEASE

by and between

CITY OF SOUTH EL MONTE,

as Lessor

and

MUNICIPAL FINANCE CORPORATION,

as Lessee

Dated as of May 1, 2022

THIS IS A FINANCING DOCUMENT:
NO DOCUMENT TRANSFER TAX IS DUE
PURSUANT TO GOVERNMENT CODE SECTION 27383

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EXHIBIT A – LEGAL DESCRIPTION OF LEASED PROPERTY

SITE LEASE

THIS SITE LEASE, dated as of May 1, 2022 (this “Site Lease”), by and between the CITY OF SOUTH EL MONTE, a general law city duly organized and existing under and by virtue of the laws of the State of California (the “City”), as lessor (the “Lessor”), and the MUNICIPAL FINANCE CORPORATION, a corporation duly organized and validly existing under and by virtue of the laws of the State of California (the “Corporation”), as lessee (the “Lessee”);

WITNESSETH:

WHEREAS, the Corporation intends to assist the City in refinancing certain obligations of the City to the California Public Employees’ Retirement System’s (“CalPERS”), and to lease certain Leased Property (as defined herein) to the City under a Lease Agreement, dated of even date herewith (the “Lease”), by and between the City and the Corporation, and the City proposes to enter into this Site Lease with the Corporation as a material consideration for the Corporation’s agreement to enter into that certain Assignment Agreement, dated of even date herewith (the “Assignment Agreement”), by and between the Corporation and FIRST FOUNDATION PUBLIC FINANCE, a Delaware statutory trust and a wholly-owned subsidiary of First Foundation Bank (as further defined in the Lease, the “Assignee”);

NOW, THEREFORE, IT IS HEREBY MUTUALLY AGREED as follows:

SECTION 1. Definitions Unless the context otherwise requires, all capitalized terms used in this Site Lease and not defined herein shall for all purposes of this Site Lease have the meanings specified therefor in the Lease.

SECTION 2. Site Lease The City hereby leases to the Corporation and the Corporation hereby hires from the City, on the terms and conditions hereinafter set forth, the real property situated in the County of Los Angeles, State of California as more particularly described in Exhibit A attached hereto and made a part hereof (the “Leased Property”).

SECTION 3. Term The term of this Site Lease shall commence on the Closing Date and shall remain in effect until the term of the Lease expires as provided by Article IV, Section 4.2 thereof; provided, however, that if Lease Payments (as defined therein) due under the Lease remain unpaid at the expiration of the Lease term, or provision shall not have been made for their payment, then this Site Lease shall not terminate until the earlier of (i) May 1, 20__, or, if later, (ii) the date on which the Lease Payments and all other amounts due under the Lease have been paid in full.

SECTION 4. Rental The City acknowledges receipt from the Corporation as and for rental hereunder the sum of One Dollar (\$1.00), on or before the date of delivery of the assignment under the Assignment Agreement to the Assignee.

SECTION 5. Purpose The Corporation shall use the Leased Property solely for the purpose of leasing the Leased Property to the City pursuant to the Lease, and for such purposes as may be incidental thereto; provided, that in the event of default by the City under the Lease, the Corporation and its assigns may exercise the remedies provided in the Lease.

SECTION 6. Owner in Fee The City covenants, represents and warrants that it is the owner in fee of the Leased Property.

SECTION 7. Substitution of Leased Property From time to time, the City may authorize the Substitution of alternate real property or equipment for the Leased Property, the Removal of real property or equipment from the Leased Property or the addition of real property or equipment to the Leased Property pursuant to the Lease, with the prior written consent of the Assignee. In connection therewith, the City and the Corporation shall enter into a duly recorded amendment or supplement to this Site Lease. If the City effects a substitution of all or a portion of the Leased Property hereunder, all or a designated portion of the Leased Property formerly subjected to this Site Lease shall be released from the lien hereof upon receipt by the Corporation of (a) the written request of the City to that effect, and (b) a further opinion of Special Counsel to the effect that such release will have no material adverse effect upon the Assignee. After any such release, the term "Leased Property" shall be defined as the remaining portion of the Leased Property.

SECTION 8. Assignments and Subleases Unless the City shall be in default under the Lease, the Corporation may not assign its rights under this Site Lease or sublet the Leased Property, except as provided in the Lease and the Assignment Agreement, without the written consent of the City and the Assignee.

SECTION 9. Right of Entry The City reserves the right for any of its duly authorized representatives to enter upon the Leased Property at any reasonable time to inspect the same or to make any repairs, improvements or changes necessary for the preservation thereof.

SECTION 10. Termination The Corporation agrees, upon the termination of this Site Lease, to quit and surrender the Leased Property in the same good order and condition as the same were in at the time of commencement of the term hereunder, reasonable wear and tear excepted, and agrees that any permanent improvements and structures existing upon the Leased Property at the time of the termination of this Site Lease shall remain thereon and title thereto shall vest in the City.

SECTION 11. Default If the Corporation shall be in default in the performance of any obligation of its part to be performed under the terms of this Site Lease, which default continues for 30 Business Days following notice and demand for correction thereof to the Corporation, the City may exercise any and all remedies granted by law, except that no merger of this Site Lease and of the Lease shall be deemed to occur as a result thereof.

SECTION 12. Quiet Enjoyment The Corporation at all times during the term of this Site Lease shall peaceably and quietly have, hold and enjoy all of the Leased Property, subject to the provisions of the Lease.

SECTION 13. Waiver of Personal Liability All liabilities under this Site Lease on the part of the Corporation are solely liabilities of the Corporation, as a separate legal entity, and the City hereby releases each and every member, director and officer of the Corporation of and from any personal or individual liability under this Site Lease. No member, director or officer of the

Corporation shall at any time or under any circumstances be individually or personally liable under this Site Lease for anything done or omitted to be done by the Corporation hereunder.

SECTION 14. Taxes The City covenants and agrees to pay any and all assessments of any kind or character and also all taxes, including possessory interest taxes, levied or assessed upon the Leased Property (including both land and improvements).

SECTION 15. Eminent Domain If the whole or any part of the Leased Property shall be taken by eminent domain proceedings, the interest of the Corporation shall be recognized and is hereby determined to be the amount of the then-unpaid Lease Payments, and the balance of the award, if any, shall be paid to the City.

SECTION 16. Partial Invalidity If any one or more of the terms, provisions, covenants or conditions of this Site Lease shall to any extent be declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding or order or decree of which becomes final, none of the remaining terms, provisions, covenants and conditions of this Site Lease shall be affected thereby, and each provision of this Site Lease shall be valid and enforceable to the fullest extent permitted by law.

SECTION 17. Notices All notices, statements, demands, consents, approvals, authorizations, offers, designations, requests or other communications hereunder by either party to the other shall be in writing and shall be sufficiently given and served upon the other party if delivered personally or if mailed by United States registered mail, return receipt requested, postage prepaid, and, if to the City, addressed to City of South El Monte 1415 Santa Anita Avenue, South El Monte, CA 91733, Attention: City Manager, or if to the Corporation, addressed to the Municipal Finance Corporation, 2945 Townsgate Road, Suite 200, Westlake Village, CA 91361, Attention: William A. Morton, President, or to such other addresses as the respective parties may from time to time designate by notice in writing.

SECTION 18. Amendment This Site Lease may not be altered, modified or amended except as permitted by the Lease and to modify the description of the site on which the Leased Property components are located.

SECTION 19. No Merger of Interests The leasehold estates under this Site Lease and the Lease shall not merge, whether by the exercise of any right or remedy hereunder or thereunder, by operation of law, or otherwise.

SECTION 20. Section Headings All section headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this Site Lease.

SECTION 21. Compliance with Laws and Regulations

(a) The City has, after due inquiry, no knowledge and has not given or received any written notice indicating that the Leased Property or the past or present use thereof or any practice, procedure or policy employed by it in the conduct of its business materially violates any applicable law, regulation, code, order, rule, judgment or consent agreement, including, without limitation, those relating to zoning, building, use and occupancy, fire safety, health sanitation, air

pollution, ecological matters, environmental protection, hazardous or toxic materials, substances or wastes, conservation, parking, architectural barriers to the handicapped, or restrictive covenants or other agreements affecting title to the Leased Property (collectively, "Laws and Regulations"). Without limiting the generality of the foregoing, neither the City nor to the best of its knowledge, after due inquiry, any prior or present owner, tenant or subtenant of any of the Leased Property has, other than as set forth in subsections (a) and (b) of this Section or as may have been remediated in accordance with Laws and Regulations, (i) used, treated, stored, transported or disposed of any material amount of flammable explosives, polychlorinated biphenyl compounds, heavy metals, chlorinated solvents, cyanide, radon, petroleum products, asbestos or any Asbestos Containing Materials, methane, radioactive materials, pollutants, hazardous materials, hazardous wastes, hazardous, toxic, or regulated substances or related materials, as defined in CERCLA, RCRA, CWA, CAA, TSCA and Title III, and the regulations promulgated pursuant thereto, and in all other Environmental Regulations applicable to the City, any of the Leased Property or the business operations conducted by the City thereon (collectively, "Hazardous Materials") on, from or beneath its Leased Property, (ii) pumped, spilled, leaked, disposed of, emptied, discharged or released (hereinafter collectively referred to as "Release") any material amount of Hazardous Material on, from or beneath the Leased Property, or (iii) stored any material amount of petroleum products at the Leased Property in underground storage tanks.

(b) Excluded from the representations and warranties in subsection (a) hereof with respect to Hazardous Materials are those Hazardous Materials in those amounts ordinarily found in the inventory of or used in the operation of a city, the use, treatment, storage, transportation and disposal of which has been and shall be in compliance with all Laws and Regulations.

(c) No part of the Leased Property is located in an area of high potential incidence of radon has an unventilated basement or subsurface portion which is occupied or used for any purpose other than the foundation or support of the improvements to such Leased Property.

SECTION 22. Environmental Compliance

(a) The City shall not use or permit the Leased Property or any part thereof to be used to generate, manufacture, refine, treat, store, handle, transport or dispose of, transfer, produce or process Hazardous Materials, except, and only to the extent, if necessary to maintain the improvements on the Leased Property and then, only in compliance with all Environmental Regulations, and any state equivalent laws and regulations, nor shall it permit, as a result of any intentional or unintentional act or omission on its part or by any tenant, subtenant, licensee, guest, invitee, contractor, employee and agent, the storage, transportation, disposal or use of Hazardous Materials or the Release or threat of Release of Hazardous Materials on, from or beneath the Leased Property or onto any other property excluding, however, those Hazardous Materials in those amounts ordinarily found in the inventory of or used in the operation of a city facility, the use, storage, treatment, transportation and disposal of which shall be in compliance with all Environmental Regulations. Upon the occurrence of any Release or threat of Release of Hazardous Materials, the City shall promptly commence and perform, or cause to be commenced and performed promptly, without cost to the Corporation, all investigations, studies, sampling and testing, and all remedial, removal and other actions necessary to clean up and remove all Hazardous Materials so released, on, from or beneath the Leased Property or other property, in

compliance with all Environmental Regulations. Notwithstanding anything to the contrary contained herein, underground storage tanks shall only be permitted subject to compliance with subsection (d) hereof and only to the extent necessary to maintain the improvements on the Leased Property.

(b) The City shall comply with, and shall use its best efforts to cause any tenants, subtenants, agents, licensees, employees, contractors, and agents to comply with, all Environmental Regulations and shall keep the Leased Property free and clear from Hazardous Materials; *provided, however*, that notwithstanding that a portion of this covenant is limited to the City's use of its best efforts, the City shall remain solely responsible for ensuring such compliance and such limitation shall not diminish or affect in any way the City's obligations contained in subsection (c) hereof as provided in subsection (c) hereof. Upon receipt of any notice from any Person with regard to the Release of Hazardous Materials on, from or beneath the Leased Property as provided for in Exhibit A attached hereto, the City shall give prompt written notice thereof to the Corporation and the Assignee (and, in any event, prior to the expiration of any period in which to respond to such notice under any Environmental Regulation).

(c) Irrespective of whether any representation or warranty contained herein is not true or correct, the City shall defend, indemnify and hold harmless the Assignee, its partners, depositors and each of its and their employees, agents, officers, directors, trustees, successors and assigns, from and against any claims, demands, penalties, fines, attorneys' fees (including, without limitation, attorneys' fees incurred to enforce the indemnification contained in this Section) consultants' fees, investigation and laboratory fees, liabilities, settlements (five Business Days' prior notice of which the Corporation or the Assignee, as appropriate, shall have delivered to the City), court costs, damages, losses, costs or expenses of whatever kind or nature, known or unknown, contingent or otherwise, occurring in whole or in part, arising out of, or in any way related to, (i) the presence, disposal, Release, threat of Release, removal, discharge, storage or transportation of any Hazardous Materials on, from or beneath the Leased Property, (ii) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such Hazardous Materials, (iii) any lawsuit brought or threatened, settlement reached (five Business Days' prior notice of which the Corporation or the Assignee, as appropriate, shall have delivered to the City), or governmental order relating to Hazardous Materials on, from or beneath any of the Leased Property, (iv) any violation of Environmental Regulations or subsection (a) or (b) hereof by it or any of its agents, tenants, employees, contractors, licensees, guests, subtenants or invitees, and (v) the imposition of any governmental Lien for the recovery of environmental cleanup or removal costs. To the extent that the City is strictly liable under any Environmental Regulation, its obligation to the Corporation and the Assignee and the other indemnities under the foregoing indemnification shall likewise be without regard to fault on its part with respect to the violation of any Environmental Regulation which results in liability to any indemnitee. Its obligations and liabilities under this subsection (c) shall survive any foreclosure of the security interest in the Leased Property.

(d) The City shall conform to and carry out a reasonable program of maintenance and inspection of all underground storage tanks, and shall maintain, repair, and replace such tanks only in accordance with Laws and Regulations, including but not limited to Environmental Regulations.

SECTION 23. Execution This Site Lease may be executed in any number of counterparts, each of which shall be deemed to be an original but all together shall constitute but one and the same lease.

SECTION 24. Governing Law This Site Lease shall be governed by and construed in accordance with the laws of the State of California applicable to contracts made and performed in such State.

SECTION 25. Third-Party Beneficiaries The Assignee is expressly recognized as third-party beneficiaries under this Site Lease.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the City and the Corporation have caused this Site Lease to be executed by their respective officers thereunto duly authorized, all as of the day and year first above written.

CITY OF SOUTH EL MONTE,
as Lessor

By: _____
City Manager

MUNICIPAL FINANCE CORPORATION,
as Lessee

By: _____
President

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)
)
) SS:
COUNTY OF LOS ANGELES)

On _____ before me, _____ (insert name of the officer), Notary Public, personally appeared _____, 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.

_____ [Seal]

EXHIBIT A

LEGAL DESCRIPTION OF LEASED PROPERTY

ATTACHMENT C

AFTER RECORDATION PLEASE RETURN TO:

Norton Rose Fulbright US LLP
555 South Flower Street, Suite 4100
Los Angeles, California 90071
Attention: Russell C. Trice, Esq.

LEASE AGREEMENT

by and between

MUNICIPAL FINANCE CORPORATION,

as Lessor

and

CITY OF SOUTH EL MONTE,

as Lessee

Dated as of May 1, 2022

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PURSUANT TO GOVERNMENT CODE SECTION 27383

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EXHIBITS:

- Exhibit A – Schedule of Lease Payments
- Exhibit B – Legal Description of Leased Property

LEASE AGREEMENT

THIS LEASE AGREEMENT, dated as of May 1, 2022 (this “Lease”), by and between the MUNICIPAL FINANCE CORPORATION, a corporation duly organized and validly existing under and by virtue of the laws of the State of California, as lessor (the “Lessor” or “Corporation”), and the CITY OF SOUTH EL MONTE, general law city duly organized and existing under the laws of the State of California, as lessee (the “Lessee” or “City”);

WITNESSETH:

WHEREAS, Section 37350 *et seq.* of the Government Code of the State of California (the “Government Code”) provides that the Lessee may enter into a lease agreement for real and personal property in the State of California (the “State”); and

WHEREAS, the Lessee has leased certain real property and improvements to the Lessor under that certain Site Lease, dated as of May 1, 2022 (the “Site Lease”), by and between the Lessee and Lessor; and

WHEREAS, the Lessor intends to assist the Lessee in refinancing certain obligations of the Lessee to the California Public Employees’ Retirement System’s (“CalPERS”), and in furtherance thereof to lease those real properties and improvements belonging to the Lessee and subject to the Site Lease (collectively, the “Leased Property,” as more particularly described in Exhibit B hereto) to the Lessee hereunder; and

WHEREAS, the Lessor will assign its rights, title and interest under this Lease, subject to certain exceptions, to FIRST FOUNDATION PUBLIC FINANCE, a Delaware statutory trust and a wholly-owned subsidiary of First Foundation Bank (the “Assignee”) under an Assignment Agreement, dated as of May 1, 2022 (the “Assignment Agreement”), between the Lessor and the Assignee; and

WHEREAS, all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and delivery of this Lease do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the parties hereto are now duly authorized to execute and enter into this Lease; and

NOW, THEREFORE, in consideration of the above premises and of the mutual covenants hereinafter contained and for other good and valuable consideration, the receipt and sufficiency is hereby acknowledged, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS AND EXHIBITS

SECTION 1.1 Definitions and Rules of Construction Unless the context otherwise indicates, words importing the singular number shall include the plural number and vice versa. The terms “hereby,” “hereof,” “hereto,” “herein,” “hereunder” and any similar terms, as used in this Lease, refer to this Lease as a whole.

“Additional Payments” means the amounts specified as such in Section 4.6 of this Lease.

“Asbestos Containing Materials” shall mean material in friable form containing more than one percent (1%) of the asbestiform varieties of (a) chrysotile (serpentine); (b) crocidolite (ricbeckite); (c) amosite (cummington-itegrinerite); (d) anthophyllite; (e) tremolite; and (f) actinolite.

“Assignee” means (a) initially, First Foundation Public Finance, a Delaware statutory trust and a wholly-owned subsidiary of First Foundation Bank, as assignee of all rights, title and interests of the Corporation hereunder, and (b) any other entity to whom the rights of the Corporation hereunder are assigned, including subsequent assignees of the Assignee, as provided in this Lease.

“Assignment Agreement” means the Assignment Agreement, dated as of May 1, 2022, between the Corporation, as assignor of its rights under the Site Lease and this Lease, and the Assignee, as assignee, as originally executed or as thereafter amended under any duly authorized and executed amendments thereto.

“Authorized Signatory” or “Authorized Representative” means: (i) in the case of the Lessor, the President or the designee of any such official or any person authorized by resolution of the Board of Directors of the Lessor to perform such act or to execute such documents; (ii) in the case of the Lessee, the Mayor, the City Manager, or the Director of Finance, or any other person authorized in writing by the Governing Board of the Lessee to act on behalf of the Lessee with respect to this Lease and any related documents; and (iii) in the case of the Assignee, any person authorized to perform any act or sign any document for the Assignee, including this Lease and the Assignment Agreement.

“Business Day” means any day (other than a Saturday, Sunday or holiday) on which banks in California or New York are not authorized or obligated by law or executive order to remain closed.

“Closing Date” means May ____, 2022.

“Corporation” means the Municipal Finance Corporation, a corporation duly organized and existing under the laws of the State of California.

“Costs of Issuance” means all items of expense directly or indirectly payable by or reimbursable to the District relating to the authorization and execution of the Lease, including but not limited to filing and recording fees, fees, charges and disbursements of attorneys, including counsel to the Assignee, counsel to the Corporation, accounting firms, consultants and other professionals, fees and charges for preparation, execution and safekeeping of the Lease, administrative costs of the District and the Corporation incurred in connection with the issuance of the Lease, expenses of the placement agent of the Lease, and any other cost, charge or fee in connection with the original issuance of the Lease, including fees of the California Debt and Investment Advisory Commission.

“County” means the County of Los Angeles, California.

“Default Rate” means the interest rate of 3.30%, plus three percent 3.00% (calculated on the basis of a 365-day year and actual days elapsed).

“Defeasance Obligations” means: (1) cash, (2) non-callable direct obligations of the United States of America (“Treasures”), (3) evidences of ownership of proportionate interests in future interest and principal payments on Treasures held by a bank or trust company as custodian, under which the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor and the underlying Treasures are not available to any person claiming through the custodian or to whom the custodian may be obligated, (4) pre-refunded municipal obligations rated “AAA” and “Aaa” by S&P and Moody’s, respectively, or (5) securities eligible for “AAA” defeasance under then-existing criteria of S&P or any combination thereof.

“Environmental Regulations” shall mean all Laws and Regulations, as defined in Article II, Section 2.1(k)(1) herein, now or hereafter in effect, with respect to Hazardous Materials, as defined in, including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act, as amended (42 U.S.C. Section 9601, *et seq.*) (together with the regulations promulgated thereunder, “CERCLA”), the Resource Conservation and Recovery Act, as amended (42 U.S.C. Section 6901, *et seq.*) (together with regulations promulgated thereunder, “RCRA”), the Emergency Planning and Community Right-to-Know Act, as amended (42 U.S.C. Section 11001, *et seq.*) (together with the regulations promulgated thereunder, “Title III”), the Clean Water Act, as amended (33 U.S.C. Section 1321, *et seq.*) (together with the regulations promulgated thereunder, “CWA”), the Clean Air Act, as amended (42 U.S.C. Section 7401, *et seq.*) (together with the regulations promulgated thereunder, “CAA”) and the Toxic Substances Control Act, as amended (15 U.S.C. Section 2601 *et seq.*) (together with the regulations promulgated thereunder, “TSCA”), and any state or local similar laws and regulations and any so-called local, state or federal “superfund” or “superlien” law.

“Governing Board” when used with reference to the Lessee means the City Council of the Lessee.

“Hazardous Materials” shall have the meaning provided in Article II, Section 2.1(k)(1) hereof.

“Improvements” means any public improvements on real property owned by the Lessee and leased to the Lessor pursuant to the Site Lease.

“Insurance Consultant” means an individual or firm employed by the Lessee as an independent contractor, experienced in the field of risk management.

“Interest Component” means the portion of the Lease Payments designated as interest on Exhibit A hereto.

“Laws and Regulations” shall have the meaning provided in Article II, Section 2.1(k)(1) hereof.

“Lease Payment Date” means May 1 and November 1 of each year, commencing November 1, 2022.

“Leased Property” means, collectively, all of the Leased Property and Leased Property Components of the real and/or personal property, consisting of the site and the capital improvements described in Exhibit B to the Lease.

“Leased Property Component” means any identifiable portion or singular parcel comprising the real and/or personal property described in Exhibit B to the Lease.

“Net Insurance and Condemnation Proceeds” means any net proceeds of insurance or condemnation proceeds paid with respect to the affected portion of any Leased Property remaining after payment therefrom of any expenses (including attorneys’ fees) incurred in the collection thereof.

“Permitted Encumbrances” means, with respect to the Leased Property, as of any particular time: (i) liens for general *ad valorem* taxes and assessments, if any, not then delinquent, or which the Lessee may, pursuant to the provisions of Article V of this Lease, permit to remain unpaid; (ii) the Site Lease; (iii) the Assignment Agreement; (iv) this Lease; (v) any right or claim of any mechanic, laborer, materialman, supplier or vendor not filed or perfected in the manner prescribed by law; and (vi) easements, rights of way, mineral rights, drilling rights and other rights, reservations, covenants, conditions or restrictions which the Lessee certifies in writing will not impair the use of the Leased Property or to which the Lessor consents in writing.

“Principal Component” means the portion of the Lease Payments designated as principal.

“Program Expenses” means all administrative costs of the Lessor relating to the Leased Property, including, without limitation, taxes of any sort whatsoever payable by the Lessor as a result of its ownership of the Leased Property or its undertaking of the transactions contemplated herein or in the Lease, Costs of Issuance, fees of auditors, accountants, attorneys or engineers, insurance premiums, credit enhancement fees, and all other necessary administrative costs of the Lessor or charges required to be paid by it in order to maintain its existence or to comply with the terms of this Lease or to defend the Lessor.

“Release” shall have the meaning provided in Article II, Section 2.1(k)(1) hereof.

“Removal” means the release of all or a portion of the Leased Property from the leasehold hereof and of the Site Lease, as provided in Article III, Section 3.6 hereof.

“Site Lease” means the Site Lease, dated as of May 1, 2022, by and between the Lessor, as lessee thereunder, and the Lessee, as lessor thereunder, and any duly authorized and executed amendments or supplements thereto.

“Special Counsel” means Norton Rose Fulbright US LLP or another firm of attorneys of nationally recognized standing in matters pertaining to obligations issued by states and their political subdivisions.

“State” means the State of California.

“Substitution” means the release of all or a portion of the Leased Property from the leasehold hereof and of the Site Lease, and the lease of substituted real property and Improvements

and/or equipment, if any, hereunder and under the Site Lease, as provided in Article III, Section 3.8 hereof.

SECTION 1.2 Exhibits The following Exhibits are attached to, and by this reference incorporated into and made a part of, this Lease: Exhibit A – Schedule of Lease Payments to be made by the Lessee to the Lessor; Exhibit B – Legal Description of Leased Property.

ARTICLE II

REPRESENTATIONS, COVENANTS AND WARRANTIES

SECTION 2.1 Representations, Covenants and Warranties of Lessee The Lessee represents, covenants and warrants to the Lessor as follows:

(a) Due Organization and Existence The Lessee is a municipal corporation and general law city, duly organized and existing under and by virtue of the laws of the State, has full legal right, power and authority under the laws of the State to enter into the Site Lease and this Lease and to carry out and consummate all transactions on its part contemplated hereby and thereby, and by proper action the Lessee has duly authorized the execution and delivery by the Lessee of the Site Lease and this Lease.

(b) Authorization; Enforceability The Constitution and laws of the State authorize the Lessee to enter into this Lease and the Site Lease (collectively, the “Agreements”) and to enter into the transactions contemplated by and to carry out its obligations under all of the Agreements, and the Lessee has, concurrently with the execution hereof, duly authorized and executed all of the Agreements. The Agreements constitute legal, valid and binding obligations of the Lessee, enforceable in accordance with their respective terms, except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles affecting the rights of creditors generally.

(c) No Defaults Neither the execution and delivery of the Agreements, nor the fulfillment of or compliance with the terms and conditions hereof or thereof, nor the consummation of the transactions contemplated hereby or thereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the Lessee is now a party or by which the Lessee is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any prohibited lien, charge or encumbrances whatsoever upon any of the property or assets of the Lessee.

(d) Indemnification of Lessor The Lessee covenants to indemnify and hold harmless the Lessor and its directors and employees, and the Assignee, and with regard to its own rights (each, an “Indemnified Party”), against any and all losses, claims, damages or liabilities, joint or several, to which such Indemnified Party may become subject under any statute or at law or in equity or otherwise in connection with the transactions contemplated by this Lease, and shall reimburse any such Indemnified Party for any legal or other expenses incurred by it in connection with investigating any claims against it and defending any actions, insofar as such losses, claims, damages, liabilities or actions arise out of the transactions contemplated by this Lease.

(e) Execution and Delivery The Lessee has taken all actions required to authorize and execute this Lease in accordance with the Constitution and laws of the State.

(f) Financial Condition The Lessee has experienced no material change in its financial condition since June 30, 2021.

(g) No Litigation There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, governmental agency, public board or body, pending or, to the best of its knowledge, threatened against the Lessee in any way contesting or affecting the validity or enforceability of this Lease or the Site Lease or contesting the powers of the Lessee to execute and deliver this Lease or the Site Lease or to consummate the transactions contemplated hereby or thereby.

(h) Essentiality of the Leased Property The Leased Property is essential to the operations of the Lessee.

(i) Leased Property To the best of the City's knowledge, the Leased Property complies with all material applicable restrictive covenants, zoning ordinances, building laws and other applicable laws (including without limitation, the Americans with Disabilities Act, as amended). The Lessee is the owner in fee of title to the Leased Property. No lien or encumbrance on the Leased Property materially impairs the Lessee's use of the Leased Property for the purposes for which it is, or may reasonably be expected to be, held. The Leased Property is not located in a flood hazard area.

(j) Compliance with Laws and Regulations

(1) The Lessee has, after due inquiry, no knowledge and has not given or received any written notice indicating that the Leased Property or the past or present use thereof or any practice, procedure or policy employed by it in the conduct of its business materially violates any applicable law, regulation, code, order, rule, judgment or consent agreement, including, without limitation, those relating to zoning, building, use and occupancy, fire safety, health sanitation, air pollution, ecological matters, environmental protection, hazardous or toxic materials, substances or wastes, conservation, parking, architectural barriers to the handicapped, or restrictive covenants or other agreements affecting title to the Leased Property (collectively, "Laws and Regulations"). Without limiting the generality of the foregoing, neither the Lessee nor to the best of its knowledge, after due inquiry, any prior or present owner, tenant or subtenant of any of the Leased Property has, other than as set forth in subsections (a) and (b) of this Section or as may have been remediated in accordance with Laws and Regulations, (i) used, treated, stored, transported or disposed of any material amount of flammable explosives, polychlorinated biphenyl compounds, heavy metals, chlorinated solvents, cyanide, radon, petroleum products, asbestos or any Asbestos Containing Materials, methane, radioactive materials, pollutants, hazardous materials, hazardous wastes, hazardous, toxic, or regulated substances or related materials, as defined in CERCLA, RCRA, CWA, CAA, TSCA and Title III, and the regulations promulgated pursuant thereto, and in all other Environmental Regulations applicable to the Lessee, any of the Leased Property or the business operations conducted by the Lessee thereon (collectively, "Hazardous Materials") on, from or beneath

its Leased Property, (ii) pumped, spilled, leaked, disposed of, emptied, discharged or released (hereinafter collectively referred to as "Release") any material amount of Hazardous Material on, from or beneath the Leased Property, or (iii) stored any material amount of petroleum products at the Leased Property in underground storage tanks.

(2) Excluded from the representations and warranties in subsection (1) hereof with respect to Hazardous Materials are those Hazardous Materials in those amounts ordinarily found in the inventory of or used in the operation of a city facility, the use, treatment, storage, transportation and disposal of which has been and shall be in compliance with all Laws and Regulations.

(3) No Leased Property located in an area of high potential incidence of radon has an unventilated basement or subsurface portion which is occupied or used for any purpose other than the foundation or support of the improvements to such Leased Property.

(k) Environmental Compliance

(1) The Lessee shall not use or permit the Leased Property or any part thereof to be used to generate, manufacture, refine, treat, store, handle, transport or dispose of, transfer, produce or process Hazardous Materials, except, and only to the extent, if necessary to maintain the improvements on the Leased Property and then, only in compliance with all Environmental Regulations, and any state equivalent laws and regulations, nor shall it permit, as a result of any intentional or unintentional act or omission on its part or by any tenant, subtenant, licensee, guest, invitee, contractor, employee and agent, the storage, transportation, disposal or use of Hazardous Materials or the Release or threat of Release of Hazardous Materials on, from or beneath the Leased Property or onto any other property excluding, however, those Hazardous Materials in those amounts ordinarily found in the inventory of or used in the operation of a city facility, the use, storage, treatment, transportation and disposal of which shall be in compliance with all Environmental Regulations. Upon the occurrence of any Release or threat of Release of Hazardous Materials, the Lessee shall promptly commence and perform, or cause to be commenced and performed promptly, without cost to the Lessor, all investigations, studies, sampling and testing, and all remedial, removal and other actions necessary to clean up and remove all Hazardous Materials so released, on, from or beneath the Leased Property or other property, in compliance with all Environmental Regulations. Notwithstanding anything to the contrary contained herein, underground storage tanks shall only be permitted subject to compliance with subsection (4) hereof and only to the extent necessary to maintain the improvements on the Leased Property.

(2) The Lessee shall comply with, and shall use its best efforts to ensure that any tenant's subtenants, licensees, employees, contractors, and agents to comply with, all Environmental Regulations and shall keep the Leased Property free and clear from Hazardous Materials; provided, however, that notwithstanding that a portion of this covenant is limited to the Lessee's use of its best efforts, the Lessee shall remain solely responsible for ensuring such compliance and such limitation shall not diminish or affect in any way the Lessee's obligations contained in subsection (3) hereof. Upon receipt of any notice from any Person with regard to the Release of Hazardous Materials on, from or

beneath the Leased Property, the Lessee shall give prompt written notice thereof to the Lessor (and, in any event, prior to the expiration of any period in which to respond to such notice under any Environmental Regulation).

(3) Irrespective of whether any representation or warranty contained herein is not true or correct, the Lessee shall defend, indemnify and hold harmless the Assignee, its partners and each of its and their employees, agents, officers, directors, trustees, successors and assigns, from and against any claims, demands, penalties, fines, attorneys' fees (including, without limitation, attorneys' fees incurred to enforce the indemnification contained in this Section, consultants' fees, investigation and laboratory fees, liabilities, settlements (five (5) Business Days' prior notice of which the Lessor, Assignee shall have delivered to the Lessee), court costs, damages, losses, costs or expenses of whatever kind or nature, known or unknown, contingent or otherwise, occurring in whole or in part, arising out of, or in any way related to, (i) the presence, disposal, Release, threat of Release, removal, discharge, storage or transportation of any Hazardous Materials on, from or beneath the Leased Property, (ii) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such Hazardous Materials, (iii) any lawsuit brought or threatened, settlement reached (five (5) Business Days' prior notice of which the Lessor, the Assignee shall have delivered to the Lessee), or governmental order relating to Hazardous Materials on, from or beneath any of the Leased Property, (iv) any violation of Environmental Regulations or subsection (1) or (2) hereof by it or any of its agents, tenants, employees, contractors, licensees, guests, subtenants or invitees, and (v) the imposition of any governmental lien for the recovery of environmental cleanup or removal costs. To the extent that the Lessee is strictly liable under any Environmental Regulation, its obligation to the Assignee, and the other indemnities under the foregoing indemnification shall likewise be without regard to fault on its part with respect to the violation of any Environmental Regulation which results in liability to any indemnitee. Its obligations and liabilities under this subsection (3) shall survive any foreclosure of the leasehold interest in the Leased Property or the delivery of any instrument in lieu of foreclosure of such leasehold interest, and satisfaction of the Lease Payments due hereunder.

(4) The Lessee shall conform to and carry out a reasonable program of maintenance and inspection of all underground storage tanks, and shall maintain, repair, and replace such tanks only in accordance with Laws and Regulations, including but not limited to Environmental Regulations.

(l) No Condemnation The Lessee hereby covenants and agrees, to the extent it may lawfully do so, that as long as any of the Lease Payments or Additional Payments remain outstanding and unpaid, the Lessee will not exercise the power of condemnation with respect to the Leased Property. The Lessee further covenants and agrees, to the extent it may lawfully do so, that if for any reason the foregoing covenant is determined to be unenforceable or if the Lessee should fail or refuse to abide by such covenant and condemns the Leased Property, the appraised value of the Leased Property shall not be less than the greater of (i) if such Lease Payments are then subject to prepayment, or (ii) if this Lease is not then subject to prepayment, the amount necessary to defease this Lease.

(m) Appropriated The City has never non-appropriated or defaulted under any of its payment or performance obligations or covenants, either under any financing lease of the same general nature as this Lease Agreement, or under any of its bonds, notes, or other debt obligations.

(n) Lease Payments The City reasonably believes that sufficient funds can be obtained to make all Lease Payments and all other amounts required to be paid pursuant to this Lease Agreement.

SECTION 2.2 Representations, Covenants and Warranties of Lessor The Lessor represents, covenants and warrants to the Lessee as follows:

(a) Due Organization and Existence; Enforceability The Lessor is a corporation duly organized and existing under the laws of the State, and has the power to enter into the Site Lease, this Lease and the Assignment Agreement; is possessed of full power to own and hold real and personal property, and to lease and sell the same; and has duly authorized the execution and delivery of all of the aforesaid agreements. The Site Lease, this Lease and the Assignment Agreement constitute the legal, valid and binding obligations of the Lessor, enforceable in accordance with their respective terms, except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles affecting the rights of creditors generally.

(b) No Encumbrances The Lessor will not pledge or assign the Lease Payments or other amounts derived from the Leased Property and from its other rights under this Lease except the Lessor may create, assume or suffer to exist Permitted Encumbrances provided under the terms of this Lease.

(c) No Violations Neither the execution and delivery of the Site Lease, this Lease and the Assignment Agreement, nor the fulfillment of or compliance with the terms and conditions hereof or thereof, nor the consummation of the transactions contemplated hereby or thereby, conflicts with or results in a breach of the terms, conditions or provisions of the Articles of Incorporation or Bylaws creating the Lessor or any restriction or any agreement or instrument to which the Lessor is now a party or by which the Lessor is bound, or constitutes a default under any of the foregoing. Unless otherwise agreed to in writing by the Assignee no lien on the Leased Property (except laborers' and mechanics' liens) senior to the lien established hereby shall be permitted.

(d) No Assignment Except as provided herein, in the Assignment Agreement and in this Lease, the Lessor will not assign this Lease, its right to receive Lease Payments from the Lessee, or its duties and obligations hereunder to any other person, firm or corporation so as to impair or violate the representations, covenants and warranties contained in this Section; provided, however, that Lessor shall, with the prior written consent of the Assignee, have the absolute right to assign this Lease and its rights and obligations hereunder to any other such person, firm or corporation.

(e) Execution and Delivery The Lessor has duly authorized and executed this Lease and the Site Lease in accordance with the Constitution and laws of the State.

(f) No Litigation There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, governmental agency, public board or body, pending or, to the best of its knowledge, threatened against the Lessor in any way contesting or affecting the validity or enforceability of this Lease or the Site Lease or contesting the powers of the Lessor to execute and deliver this Lease or the Site Lease or to consummate the transactions contemplated hereby or thereby.

(g) Cooperation The Lessor shall cooperate fully with the Lessee at the expense of the Lessee in filing any proof of loss with respect to any insurance policy maintained pursuant to Article V of this Lease and shall cooperate fully with the Lessee in contesting any lien filed or established against the Leased Property, upon the request and at the expense of the Lessee pursuant to Article V of this Lease.

(h) Municipal Advisor Rules The Lessor is not acting as an advisor to the Lessee, including, without limitation, as a “Municipal Advisor” as such term is defined in the Municipal Advisor Rules, or an agent or a fiduciary of the Lessee and the Lessor has not provided any advice or assumed any advisory or fiduciary responsibility in favor of the Lessee with respect to the transaction contemplated hereby or by the Site Lease and the discussions, undertakings and procedures leading thereto.

ARTICLE III

DEPOSIT AND APPLICATION OF FUNDS

SECTION 3.1 Deposit of and Application of Funds On the Closing Date, the Assignee shall cause the following amounts derived from amounts paid by the Assignee under the Assignment Agreement to be transferred:

(a) \$_____ to CalPERS for the account of the Lessee, as follows --

[insert CalPERS payoff wire instructions]

(b) \$_____ to the Lessee to pay all Costs of Issuance.

SECTION 3.2 Leased Property The Leased Property is the subject of the Site Lease and shall be deemed to be and is subleased under this Lease. The Lessee has leased the Leased Property to the Lessor in consideration, in part, for the Lessor’s promise to cause the acquisition, delivery, installation, equipping, remodeling or construction of the Leased Property.

SECTION 3.3 Lessee to Act as Agent for the Lessor

(a) Each item to be leased hereunder as a part of the Leased Property is of a category eligible for leasing by the Lessee. The Lessor shall not be accountable for the acts of the Lessee as its agent hereunder and the Lessee hereby assumes total responsibility for the performance of its duties hereunder.

(b) The Lessee, for One Dollar (\$1.00) and other good and valuable consideration in hand received, does hereby accept the appointment as agent of the Lessor for the purposes set forth in this Section.

SECTION 3.4 Reserved

SECTION 3.5 Substitution of Alternate Leased Property and Release of Leased Property

(a) With the prior written consent of the Assignee, the Lessee shall have the right to release or to substitute alternate property for the Leased Property provided for in Exhibit B hereto, or add additional real property and/or personal property and/or equipment to the Leased Property, but only by providing the Assignee with a duly recorded amendment or supplement to this Lease in accordance herewith. All costs and expenses incurred in connection with any such substitution or addition shall be borne by the Lessee. Notwithstanding any substitution or addition pursuant to this Section, there shall be no reduction in or abatement of the Lease Payments due from the Lessee hereunder as a result of such substitution.

(b) If the Lessee substitutes any alternate real property, or equipment, as applicable, or Improvement for the Leased Property or adds additional components to the Leased Property, written notice of such substitution or addition shall be delivered by the Lessee and to the Lessor and the Assignee. The Lessee shall not substitute alternate real property or equipment, as applicable, or Improvements for the Leased Property or add an additional component to the Leased Property, without first obtaining a certificate of the Lessee (A) stating that the annual fair rental value of the Leased Property after the Substitution or Removal, in each year during the remaining term of this Lease, is at least equal to the maximum annual Lease Payments during the remaining term of the Lease, (B) demonstrating that the useful life of the Leased Property after Substitution or Removal equals or exceeds the remaining term of this Lease, and (C) stating that the Leased Property after a Substitution or Removal is as essential to the operations of the Lessee as was the Leased Property immediately prior to such Substitution or Removal.

(c) In the event of a Substitution or Removal, there shall also be delivered to the Lessor and the Assignee (i) a policy of title insurance in an amount equal to the same proportion of the principal amount as the Principal Components of the Lease Payments attributable to the remaining portion of the real property portion of the Leased Property or the Substituted Leased Property bears to the total Principal Components of Lease Payments, insuring the Lessee's leasehold interest in the Substituted Leased Property (except any portion thereof which is not real property) subject only to Permitted Encumbrances, together with an endorsement thereto making such policy payable to the Assignee and relating to this Lease and evidence that no prior liens exist with respect to such Substituted Leased Property subject only to Permitted Encumbrances, and (ii) in the event of a partial Removal, evidence that the title insurance in effect immediately prior thereto is not affected.

ARTICLE IV

AGREEMENT TO LEASE; TERMINATION OF LEASE; LEASE PAYMENTS; TITLE TO THE LEASED PROPERTY

SECTION 4.1 Lease The Lessor hereby leases the Leased Property to the Lessee, and the Lessee hereby leases the Leased Property from the Lessor, upon the terms and conditions set forth in this Lease.

SECTION 4.2 Term of Agreement The “Term” of this Lease shall mean the duration of this Lease for the Leased Property, which shall commence on the Closing Date and shall terminate on May 1, 20__, unless earlier terminated in accordance with the following paragraph, provided, however that if Lease Payments remain unpaid at the expiration of the Lease Term, or provision shall not have been made for their payment, then this Lease shall not terminate until the earlier of (i) May 1, 20__ or the expiration of the term of the Lease in the event this Lease shall have been amended pursuant to Article VIII, Section 8.3 hereof, unless such term is sooner terminated as hereinafter provided; and, provided further, however, that there shall be terminated with respect to the Leased Property, the entirety of Lessor’s interest which is transferred to the Lessee upon the end of the useful life of the Leased Property in the same manner, as provided in Article IV, Section 4.5(b) with respect to the transfer of the Leased Property at the end of the Term. The Term of this Lease shall in no event be extended beyond the maximum period permitted by law.

The Term of this Lease shall end upon the earliest of any of the following events: (a) a default by the Lessee and the Lessor’s subsequent election to terminate this Lease under Article IX, Section 9.2(b); (b) the payment by the Lessee of all Lease Payments required under Article IV, Section 4.3 hereof and any Additional Payments required under Article IV, Section 4.6 hereof; (c) the deposit of moneys or Defeasance Obligations with the Corporation or escrow agent appointed by the Corporation in amounts sufficient to pay all of the Lease Payments as the same shall become due, as provided by Article X, Section 10.1 hereof; or (d) upon the exercise by the Lessee of its option to purchase the entire interest of the Lessor in the Leased Property as provided in Article IV, Section 4.5(c) hereof and payment of all amounts provided for hereunder.

SECTION 4.3 Lease Payments

(a) Obligation to Pay

(1) Time and Amount Subject to the provisions of Article VI and Article X hereof, the Lessee agrees to pay to the Lessor, its successors and assigns, as rental for the use and possession of the Leased Property, the Lease Payments in the amounts specified in Exhibit A hereto, to be due and payable on each Lease Payment Date.

Lease Payments shall be paid from any source of legally available funds of the Lessee, and so long as the Leased Property, or a sufficient portion thereof, is available for the use, the Lessee covenants to take such action as may be necessary to include all Lease Payments due hereunder in its budgets and to make the necessary appropriations for all such Lease Payments and Additional Payments.

During the Term hereof, the Lessee will furnish to the Assignee upon request, no later than twenty (20) days following the adoption of the budget for its then-current fiscal year, and prior to the beginning of the fiscal year, a certificate of the Authorized Representative to the effect that amounts stated in the Lessee's proposed annual budget for the payment of Lease Payments due under this Lease in the fiscal year covered by such budget and approved by the Governing Board are fully adequate for the payment of all Lease Payments due under this Lease in such fiscal year. The covenants on the part of the Lessee herein contained shall be deemed to be and shall be construed to be duties imposed by law and it shall be the duty of each and every public official of the Lessee to take such action and do such things as are required by law in the performance of the official duty of such officials to enable the Lessee to carry out and perform the covenants and agreements in this Lease agreed to be carried out and performed by the Lessee.

(2) No Withholding Notwithstanding any dispute between the Lessor and the Lessee, including any dispute as to the failure of any Leased Property Component to perform the task for which it is leased, the Lessee shall make all Lease Payments when due and shall not withhold any Lease Payments pending the final resolution of such dispute.

(b) Terms and Effect of Prepayment and Purchase of the Leased Property

(1) Optional Prepayment The Lessee shall have the option to prepay in whole on any Interest Payment Date the then unpaid Principal Components of its Lease Payments due at the prepayment prices set forth below, plus accrued interest on such unpaid Principal Component of Lease Payments to the date of prepayment.

Prepayment Date	Prepayment Price
May 1, 2022 through and including May 1, 2024	103%
November 1, 2024 through and including May 1, 2026	102
November 1, 2026 through and including May 1, 2028	101
November 1, 2028 and thereafter	100

(2) In Whole; Exercise of Purchase Option If the Lessee exercises its option to purchase the entire interest of the Lessor in the Leased Property in accordance with Article IV, Section 4.5(c) hereof by prepaying all remaining Lease Payments either by irrevocably making a security deposit with the Assignee as provided in Article X, Section 10.1 hereof or from Net Insurance and Condemnation Proceeds as provided in Article X, Section 10.2 hereof, the Lessee's obligations under this Lease shall thereupon cease and terminate, including but not limited to the Lessee's obligations to continue to pay Lease Payments under this Section.

(3) In Part If the Lessee prepays less than all of the remaining Principal Components of the Lease Payments pursuant to this Section or from Net Insurance and Condemnation Proceeds pursuant to Article X, Section 10.2 hereof, or pursuant to Article X, Section 10.3 hereof, the amount of such prepayment shall be applied proportionately

over the remaining Term to reduce the Principal Components of the Lease Payments. Upon prepayment the Authorized Representative of the Lessee shall prepare (or cause to be prepared) a revised schedule of Lease Payments which schedule shall take into account such prepayment and shall be and become for all purposes thereafter Exhibit A attached hereto.

(4) Notice and Timing of Prepayment Before making any prepayment hereunder, the Lessee shall give written notice to the Lessor and the Assignee describing such event and specifying the date on which the prepayment will be made, which notice shall be given no later than the thirtieth (30th) day prior to the date scheduled for prepayment.

(c) Rate of Overdue Payments If Lessee should fail to make any of the payments required in this Section, the payments in default shall continue as an obligation of the Lessee until the amount in default shall have been fully paid, and the Lessee agrees to pay the same with interest at the Default Rate, to the extent permitted by law, from the date such amount was originally payable.

(d) Fair Rental Value The Lease Payments shall be paid by the Lessee in consideration of the right of possession of, and the continued quiet use and enjoyment of, the Leased Property during each such period for which such payments have been paid. The parties hereto have agreed and determined that such payments represent at least the fair rental value of the Leased Property. In making such determination, consideration has been given to the obligations of the parties under this Lease (including but not limited to costs of maintenance, taxes and insurance), the uses and purposes which may be served by the Leased Property and the benefits therefrom which will accrue to the Lessee and the general public.

(e) Assignment The Lessee understands and agrees that, pursuant to the Assignment Agreement, the Lessor has assigned its right to receive and collect Lease Payments, Additional Payments and prepayments thereof to the Assignee, and the Lessee assents to such assignment. The Lessor hereby directs the Lessee, and the Lessee hereby agrees to pay to the Assignee at such other place as the Assignee shall direct in writing, all payments payable by the Lessee pursuant to this Section, Article IV, Section 4.6 and Article X hereof.

(f) Abatement Lease Payments shall be subject to abatement as provided in Article VI, Section 6.1 hereof.

SECTION 4.4 Quiet Enjoyment During the term of this Lease, the Lessor shall provide the Lessee with quiet use and enjoyment of the Leased Property, and the Lessee shall during such term peaceably and quietly have and hold and enjoy the Leased Property, without suit, trouble or hindrance from the Lessor, or any person or entity claiming under or through the Lessor except as expressly set forth in this Lease. The Lessor shall, at the request and expense of the Lessee, join in any legal action in which the Lessee asserts its right to such possession and enjoyment to the extent the Lessor may lawfully do so. Notwithstanding the foregoing, the Lessor shall have the right to inspect the Leased Property as provided in Article VII, Section 7.3 hereof.

SECTION 4.5 Title to the Leased Property

(a) Lessor Holds Leasehold Interest During Term During the term of this Lease, the Lessor shall hold a leasehold interest in the Leased Property, and each discrete portion thereof, and any and all additions which comprise repairs, replacements or modifications thereto. The Lessee shall take any and all actions, including but not limited to executing and filing any and all documents, reasonably required to maintain and evidence the Lessor's interest in the Leased Property at all times during the Term of this Lease.

(b) Title Transferred to Lessee at End of Term Upon expiration of the Term as set forth in Article IV, Section 4.2 herein, unless such expiration occurs pursuant to a default by the Lessee and the Lessor has elected to terminate this Lease under Article IX, Section 9.2(b) hereof, all right, title and interest of the Lessor in and to all of the Leased Property shall be transferred to and vest in the Lessee, without the necessity of any additional document of transfer, except that with respect to the Leased Property Component constituting real property, the Lessor shall authorize, execute and deliver to the Lessee any documents required to transfer all right, title and interest of the Lessor to such real property to the Lessee.

(c) Option to Purchase The Lessee shall have the option to purchase the entire interest of the Lessor in the Leased Property by irrevocably making a security deposit as provided in Article X by paying the purchase price therefor in the form of moneys or Defeasance Obligations, or a combination thereof, in an aggregate amount sufficient to provide for the payment of all of the total Lease Payments, as and when due, taking into account investment income to be earned on the deposit of such moneys and investments whereupon all right, title and interest of the Lessor in and to the Leased Property shall vest in the Lessee without the necessity of any additional document of transfer. In any such event, if necessary, the Lessor shall authorize, execute and deliver to the Lessee any documents reasonably requested by the Lessee to terminate this Lease in order to confirm such vesting of title in the Lessee.

SECTION 4.6 Additional Payments As Additional Payments, the Lessee shall also pay such amounts as shall be required for the payment of all administrative costs of the Lessor relating to the Leased Property, including, without limitation, the Lessee's obligation to pay all taxes of any sort whatsoever payable by the Lessor as a result of its ownership of the Leased Property or its undertaking of the transactions contemplated herein or, as may be related to this Lease, fees of auditors, accountants, attorneys or engineers, insurance premiums, credit enhancement fees, and all other necessary administrative costs of the Lessor or charges required to be paid by it in order to maintain its existence or to comply with the terms of the this Lease or to defend the Lessor. Such Additional Payments shall be billed to the Lessee by the Lessor from time to time, together with a statement certifying that the amount billed has been paid by the Lessor for one or more of the items above described, or that such amount is then payable by the Lessor within fifteen (15) days after receipt of the bill by the Lessee. Additional Payments due under this Section shall be paid by the Lessee directly to the person or persons to whom such amounts shall be payable.

ARTICLE V

MAINTENANCE; TAXES; INSURANCE; OTHER MATTERS

SECTION 5.1 Maintenance, Utilities, Taxes and Assessments Throughout the Term of this Lease, as part of the consideration for the rental of the Leased Property, all repair and

maintenance of the Leased Property shall be the responsibility of the Lessee, and the Lessee shall pay for or otherwise arrange for the payment of the cost of the repair and replacement of the Leased Property resulting from ordinary wear and tear or want of care on the part of the Lessee or any sublessee thereof. In exchange for the Lease Payments herein provided, the Lessor agrees to provide only the Leased Property, as hereinbefore more specifically set forth. The Lessor shall have no responsibility for making improvements and additions to the Leased Property other than as set forth herein. The Lessee shall also pay or cause to be paid any and all sales taxes or other taxes, levies, charges, withholdings, assessments and governmental charges of any nature whatsoever, together with any additions to tax, penalties, fines or interest thereon charged against the Leased Property, as Additional Payments under Article IV, Section 4.6 hereof, including, without limitation, penalties, fines or interest arising out of any delay or failure by the Lessee to pay any of the foregoing or failure to file or furnish to the Lessor for filing in a timely manner any returns, hereinafter levied or imposed against the Lessor or the Leased Property, the rentals and other payments required hereunder or any parts thereof or interests in the Lessee or the Lessor by any governmental authority.

SECTION 5.2 Modification of the Leased Property

(a) The Lessee shall, at its own expense, have the right to make additions, modifications, and improvements to the Leased Property if such improvements are necessary or beneficial for the use of the Leased Property. All such additions, modifications and improvements shall thereafter comprise part of the Leased Property and be subject to the provisions of this Lease. Such additions, modifications and improvements shall not in any way damage the Leased Property or cause it to be used for purposes other than those authorized under the provisions of State and federal law or in any way which would impair the tax status of the Interest Components of the Lease Payments; and the Leased Property, upon completion of any additions, modifications and improvements made pursuant to this Section, shall be of a value in the aggregate which is not less than the value of the Leased Property immediately prior to the making of such additions, modifications and improvements.

(b) The Lessee will not permit any mechanic's or other lien to be established or to remain against the Leased Property for labor or materials furnished in connection with any additions, modifications, remodeling, construction or improvements made by the Lessee pursuant to this Section, except Permitted Encumbrances; provided, that if any such lien is established and the Lessee shall first notify or cause to be notified the Lessor of the Lessee's intention to do so, the Lessee may in good faith contest any lien filed or established against the Leased Property, and in such event may permit the liens so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom and shall provide the Lessor with full security against any loss or forfeiture which might arise from such nonpayment with respect to the Leased Property, in form satisfactory to the Lessor. The Lessor will cooperate fully in any such contest, upon the request and at the expense of the Lessee.

SECTION 5.3 Public Liability and Property Damage Insurance; Workers' Compensation Insurance

(a) Public Liability and Property Damage The Lessee shall maintain or cause to be maintained, throughout the Term of this Lease, a standard comprehensive general public liability

and property damage insurance policy or policies in protection of the Lessee, its officers, agents and employees. Such policy or policies shall provide for indemnification of such parties against direct or contingent loss or liability for damages for bodily and personal injury, death or property damage occasioned by reason of the use or operation of the Leased Property.

Such policy or policies shall provide coverage in the minimum liability limits of \$1,000,000 for personal injury or death of each person and \$3,000,000 for personal injury or deaths of two or more persons in each accident or event, and in a minimum amount of \$150,000 (subject to a deductible clause of not to exceed \$50,000) for damage to property resulting from each accident or event. Such public liability and property damage insurance may, however, be in the form of a single limit policy in the amount of \$3,000,000 covering all such risks. Such liability insurance may be maintained as part of or in conjunction with any other liability insurance coverage carried by the Lessee, and may be maintained in the form of self-insurance by the Lessee.

The Net Insurance and Condemnation Proceeds of such liability insurance shall be applied toward extinguishment or satisfaction of the liability with respect to which the insurance proceeds shall have been paid, including, where appropriate, the application of Net Insurance and Condemnation Proceeds with respect to the prepayment of the Lease Payments. Such liability insurance may be maintained as part of or in conjunction with any other liability insurance carried by the Lessee.

As an alternative to providing the insurance required by the first paragraph of this Section, the Lessee may provide a self-insurance method or plan of protection which shall afford reasonable protection to the Lessor, its directors, officers, agents and employees and the Assignee, in light of all circumstances, giving consideration to cost, availability and similar plans or methods of protection adopted by public entities in the State other than the Lessee. Before such method or plan may be provided by the Lessee, there shall be filed with the Assignee a certificate of an actuary, Insurance Consultant or other qualified person to the satisfaction of the Lessor, stating that, in the opinion of the signer, the substitute method or plan of protection, is in accordance with the requirements of this Section and, when effective, would afford reasonable protection to the Lessor, its directors, officers, agents and employees and the Assignee against loss and damage from the hazards and risks covered thereby and Assignee may conclusively rely thereon. There shall also be filed a certificate of the Lessee setting forth the details of such substitute method or plan.

(b) Workers' Compensation The Lessee shall also maintain or require (in the case of vendors or contractors and all subcontractors) throughout the Term of this Lease, workers' compensation insurance issued by a responsible carrier authorized under the laws of the State covering all employees working on the Leased Property, in the same amount and type as other workers' compensation insurance maintained by the Lessee for similar employees doing similar work (and the Lessee shall also require any other person or entity working on the Leased Property to carry the foregoing amount of workers' compensation insurance). Workers' compensation insurance may, to the extent provided by law, be maintained in the form of self-insurance.

SECTION 5.4 Fire and Theft Insurance The Lessee shall maintain or cause to be maintained, throughout the Term of this Lease, insurance against loss or damage to any or all of the Leased Property by fire and lightning, with extended coverage endorsement (which extended coverage endorsement shall, as nearly as practicable, cover loss or damage by explosion,

windstorm, riot, aircraft, vehicle damage, smoke and other hazards as are normally covered by such insurance), vandalism and malicious mischief insurance, sprinkler system leakage insurance, boiler insurance, and against loss of any of the Leased Property by theft.

Such insurance shall be in an amount equal to the greater of 100% of the replacement cost of the Leased Property (or, if under separate policies, in an aggregate amount equal to 100% of the replacement cost of the Leased Property) or the outstanding Principal Components of the Lease Payments, except that such insurance may be subject to deductible clauses of not to exceed \$50,000 for any one loss; *provided, however*, that in no event shall such insurance be maintained in an aggregate amount less than the aggregate Principal Components of the Lease Payments at that time Outstanding. Such insurance may be maintained as part of or in conjunction with any other fire and extended coverage insurance carried or required to be carried by the Lessee and may be maintained in the form of self-insurance by the Lessee. The Net Insurance and Condemnation Proceeds of each policy or coverage shall be applied as provided in Article VI, Section 6.2(a) and (c).

SECTION 5.5 Rental Interruption and Title Insurance

(a) The Lessee shall maintain or cause to be maintained with a reputable commercial insurer throughout the Term of this Lease insurance against loss, total or partial, of the use and occupancy of the Leased Property as a result of any of the hazards covered by Article V, Section 5.4 hereof, in an amount not less than the maximum remaining scheduled Lease Payments for a 24-month period, except that such insurance need be maintained as to the peril of earthquake only if such insurance is available at reasonable cost on the open market from reputable insurance companies. Such insurance shall be subject to a deductible clause not to exceed \$50,000. Such insurance may be maintained as part of or in conjunction with any other rental interruption insurance carried by the Lessee but may not be maintained as self-insurance. The Net Insurance and Condemnation Proceeds of such insurance shall be paid to the Lessor and shall be credited toward the payment of the Lease Payments in the order in which such Lease Payments come due and payable. The policy shall cover all components of the Leased Property and the facilities comprising the Leased Property.

(b) The Lessee shall, on or before the Closing Date, obtain a CLTA or an ALTA title insurance policy respecting the ownership and condition of the real property portion of the Leased Property as described in Exhibit B hereto, in an amount equal to the maximum aggregate amount of Principal Components of the Lease Payments.

SECTION 5.6 General Insurance Provisions

(a) Form of Policies All policies of insurance obtained under the requirements of this Lease and any statements of self-insurance shall be in forms certified by an insurance agent, broker or consultant to the Lessee to comply with the provisions hereof unless waived by the Assignee. Any insurance policy obtained under the requirements of this Lease shall be issued by a commercial insurer rated at least "A" by S&P, and shall be written or endorsed to list the Assignee, the Lessor and the Lessee as additional named insureds and the Assignee as loss payee, with in all instances the net proceeds, if any, of the insurance policy described in Article V, Section 5.5(a) above to be deposited as directed by the Lessor, and each insurance policy provided for herein

shall contain a provision to the effect that the insurance company shall not cancel the policy without first giving written notice thereof to the Assignee, the Lessor and the Lessee at least ten (10) days in advance of such intended cancellation; provided that, the Assignee shall not be responsible for the sufficiency of any insurance herein required and shall be fully protected in accepting payment on account of such insurance or any adjustments, compromise or settlement of any loss agreed to by it.

(b) Payment of Premiums The Lessee shall pay or cause to be paid when due the premiums for all insurance policies required by this Lease, and shall promptly furnish or cause to be furnished to the Assignee a certificate to such effect accompanied by evidence of such payments.

(c) Evidence of Insurance The Lessee will deliver to the Lessor and the Assignee by May 1 of each year, if requested, a certificate to the effect that the requirements of Article V, Sections 5.3, 5.4, 5.5 and 5.6 hereof have been satisfied, together with a certificate or certificates of an Insurance Consultant evidencing such satisfaction. Upon request, the Lessee shall provide a schedule, in such detail as the Lessor or the Assignee may reasonably request, setting forth any insurance policies then in force described in this Lease, listing the names of the insurers which have issued the policies, the policy limits thereof and the hazards and risks covered thereby, or the certificate of an Insurance Consultant providing similar information. The Assignee is entitled to rely on such certificates as to the Lessee's compliance with these provisions and the Assignee has no further duties in that regard.

(d) Self-Insurance Requirements If the Lessee chooses to self-insure for any of the risks described in Article V, Sections 5.3 and 5.4 for which self-insurance is permitted, it must on at least an annual basis in the month of July provide evidence to the Assignee and the Lessor to the effect that (i) the Lessee has segregated amounts meeting such requirements in a special insurance reserve account dedicated to the Leased Property, (ii) a certificate of an Insurance Consultant to the Assignee and the Lessor to the effect that the Lessee's general insurance reserves are adequate to provide the required amount of coverage, and (iii) an actuarial statement attesting to the sufficiency of the program's assets. The Assignee may conclusively rely upon such certificates. The Lessee agrees that in the event the self-insurance program is discontinued, the actuarial soundness of the special insurance reserve account shall be maintained.

SECTION 5.7 Liens Except as provided in this Article (including without limitation Article V, Section 5.2(b)), the Lessee shall not, directly or indirectly, create, incur, assume or suffer to exist any mortgage, pledges, liens, charges, encumbrances or claims, as applicable, on or with respect to the Leased Property, or any portion thereof, other than the respective rights of the Lessor and the Lessee as herein provided and Permitted Encumbrances. Except as expressly provided in this Article, the Lessee shall promptly, at its own expense, take such action as may be necessary to duly discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim, for which it is responsible, if the same shall arise at any time. The Lessee shall reimburse the Lessor for any expense incurred by it in order to discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim.

SECTION 5.8 Use of the Leased Property The Lessee represents and warrants that it has or will, as of the Closing Date, have an immediate need for, and expects to make immediate

use of the Leased Property, which need is not temporary or expected to diminish in the foreseeable future. The Lessee agrees not to give priority in the appropriation of funds for the construction, acquisition or use of any additional Equipment or facilities, as the case may be, performing functions similar to that performed by the Leased Property.

SECTION 5.9 Advances If the Lessee shall fail to perform any of its obligations under this Article, the Lessor may, but shall not be obligated to, take such action as may be necessary to cure such failure.

SECTION 5.10 Agreement to Pay Program Expenses The Lessee agrees to pay to the Assignee, as the assignee of the Lessor, all Program Expenses of the Lessor charged to the Lessee and Program Expenses charged to the Lessee by the Assignee.

SECTION 5.11 Books and Records The Lessee will at all times during the Term of this Lease keep proper books of record and account in which full, true and correct entries in conformity with applicable law shall be made of all dealings and transactions in relation to its activities. The Lessee will permit the Lessor, any authorized representatives of the Lessor and the Lessor's successors and assigns at reasonable times and intervals upon prior written notice to examine and make abstracts, subject to proprietary and confidentiality policies and agreements of or binding upon the Lessee, from the Lessee's books and records and to discuss the Lessee's affairs, finances and account with the Lessee's officers and independent accountants. The Lessee will promptly notify the Lessor if at any time the Lessee shall not maintain a positive fund balance in its general fund.

ARTICLE VI

DAMAGE AND DESTRUCTION; USE OF NET INSURANCE AND CONDEMNATION PROCEEDS

SECTION 6.1 Abatement of Lease Payments in Event of Loss of Use A proportional amount of the Lease Payments shall be abated during any period in which, by reason of condemnation, damage or destruction, there is substantial interference with the use and possession of the Leased Property, or any discrete portion thereof, by the Lessee. The amount of such abatement shall be determined by the Lessee such that the resulting Lease Payments represent fair consideration for the use and possession of the portion of the Leased Property not condemned, damaged or destroyed. Such abatement shall commence on the date of condemnation, damage or destruction and shall end with the substantial completion of the replacement or work of repair. There shall be no abatement in Lease Payments as a result of any design defects other than design defects that result in condemnation, damage or destruction with regard to the Leased Property, it being the intention of the parties hereto that recourse in such event would be made to the contractor or vendor. Except as provided herein, in the event of any such condemnation, damage or destruction, this Lease shall continue in full force and effect and the Lessee waives any right to terminate this Lease by virtue of any such condemnation, damage or destruction, including any rights otherwise granted under California Civil Code Sections 1932(2) and 1933(4).

SECTION 6.2 Application of Net Insurance and Condemnation Proceeds

(a) From Insurance Award.

(1) Net Insurance and Condemnation Proceeds shall be deposited by the Lessee promptly upon receipt thereof in a special fund with the Assignee designated as the “Net Insurance and Condemnation Proceeds Fund.”

(2) Within ninety (90) days following the date of such deposit, the Lessee shall determine and notify the Lessor and the Assignee in writing of its determination either (a) that the replacement, repair, restoration, modification or improvement of the Leased Property is not economically feasible or in the best interest of the Lessee and the Net Insurance and Condemnation Proceeds, together with other moneys available therefor, are sufficient to cause the prepayment of the principal components of all unpaid Lease Payments hereunder, or (b) that all or a portion of such Net Insurance and Condemnation Proceeds are to be applied to the prompt replacement, repair, restoration, modification or improvement of the damaged or destroyed portions of the Leased Property and the fair rental value of the Leased Property following such repair, restoration, replacement, modification or improvement will at least equal the unpaid principal component of the Lease Payments.

(3) In the event the Lessee’s determination is as set forth in clause (a) of subparagraph (2) above, such Net Insurance and Condemnation Proceeds shall be promptly applied to the prepayment of the unpaid principal component of the Lease Payments and other amounts pursuant to this Lease; provided, however, that in the event of damage or destruction of the Leased Property in full, such Net Insurance and Condemnation Proceeds may be so applied only if sufficient, together with other moneys available therefor, to cause the prepayment of the principal components of all unpaid Lease Payments, all accrued and unpaid interest, and all other costs related to such prepayments pursuant to this Lease and otherwise such Net Insurance and Condemnation Proceeds shall be applied to the prompt replacement, repair, restoration, modification or improvement of the Leased Property; provided further, however, that in the event of damage or destruction of the Leased Property in part, such Net Insurance and Condemnation Proceeds may be applied to the prepayment of the unpaid principal component of the Lease Payments only if the resulting Lease Payments following such prepayment from Net Insurance and Condemnation Proceeds represent fair consideration for the remaining portions of the Leased Property and otherwise such Net Insurance and Condemnation Proceeds shall be applied to the prompt replacement, repair, restoration, modification or improvement of the Leased Property, evidenced by a certificate signed by an Authorized Representative.

(4) In the event the Lessee’s determination is as set forth in clause (b) of subparagraph (ii) above, such Net Insurance and Condemnation Proceeds shall be applied to the prompt replacement, repair, restoration, modification or improvement of the damaged or destroyed portions of the Leased Property by the Lessee, and until the Leased Property has been restored to its prior condition, the Lessee shall not place any lien or encumbrance on the Leased Property that is senior to this Lease Agreement without the prior written consent of the Assignee, at its sole discretion.

(b) From Title Insurance. The Net Insurance and Condemnation Proceeds from a title insurance award shall be deposited by the Lessee in the Net Insurance and Condemnation Proceeds Fund and credited towards the prepayment of Lease Payments as provided hereunder.

SECTION 6.3 Laws and Ordinances The Lessee agrees to observe and comply with all rules, regulations and laws applicable to the Lessee with respect to the Leased Property and the operation thereof. The cost, if any, of such observance and compliance shall be borne by the Lessee, and the Lessor shall not be liable therefor. The Lessee agrees further to place, keep, use, maintain and operate the Leased Property in such a manner and condition as will provide for the safety of its agents, employees, invitees, subtenants, licensees and the public.

ARTICLE VII

DISCLAIMER OF WARRANTIES; ACCESS TO THE LEASED PROPERTY

SECTION 7.1 Disclaimer of Warranties THE LESSOR AND ITS ASSIGNS MAKE NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY THE LESSEE OF THE LEASED PROPERTY OR ANY LEASED PROPERTY COMPONENT. THE LESSEE ACKNOWLEDGES THAT THE LESSOR IS NOT A MANUFACTURER OF ANY EQUIPMENT COMPRISING THE LEASED PROPERTY OR A DEALER THEREIN, AND THE LESSEE IS LEASING THE LEASED PROPERTY COMPONENTS "AS-IS," IT BEING AGREED THAT ALL OF THE AFOREMENTIONED RISKS ARE TO BE BORNE BY THE LESSEE. In no event shall the Lessor or its assigns be liable for incidental, indirect, special or consequential damages, in connection with or arising out of this Lease or the Site Lease for the existence, furnishing, functioning or use and possession of the Leased Property. In no event shall the Lessor or its assignees be liable for any incidental, indirect, special or consequential damage in connection with or arising out of this Lease or the existence, furnishing, functioning or the use of any item or products provided for in this Lease.

SECTION 7.2 Lessee's Right to Enforce Warranties The Lessor hereby irrevocably appoints the Lessee as its agent and attorney-in-fact during the term of this Lease, so long as the Lessee shall not be in default hereunder, to assert from time to time whatever claims and rights, including without limitation, warranty claims, claims for indemnification and claims for breach of any representations, respecting the Leased Property which the Lessor may have against any vendor or contractor. The Lessee's sole remedy for the breach of any such warranty, indemnification or representation shall be against the vendor or contractor with respect thereto, and not against the Lessor, nor shall such matter have any effect whatsoever on the rights and obligations of the Lessor with respect to this Lease, including the right to receive full and timely Lease Payments and all other payments due hereunder. The Lessee shall be entitled to retain any and all amounts recovered as a result of the assertion of any such claims and rights. The Lessor shall, upon the Lessee's request and at the Lessee's expense, do all things and take all such actions as the Lessee may request in connection with the assertion of any such claims and rights. The Lessee expressly acknowledges that the Lessor makes, and has made, no representation or warranties whatsoever as to the existence or availability of such warranties of the manufacturer or vendor or contractor.

SECTION 7.3 Access to the Leased Property The Lessee agrees that the Lessor, any Lessor Representative and the Lessor's successors or assigns and the Assignee, shall have the right (but no duty) at all reasonable times to enter upon and to examine and inspect the Leased Property. The Lessee further agrees that the Lessor, any Lessor Representative, and the Lessor's successors or assigns shall have such rights of access to the Leased Property as may be reasonably necessary to cause the proper maintenance of the Leased Property in the event of failure by the Lessee to perform its obligations hereunder; provided, however, that the Lessor's assigns shall have no duty to cause such proper maintenance.

SECTION 7.4 Release and Indemnification Covenants To the extent permitted by law, the Lessee shall and hereby agrees to indemnify and save the Lessor and the Assignee and their assigns, agents, officers, employees and servants harmless from and against all claims, losses and damages, including legal fees and expenses, arising out of (i) the use, maintenance, condition or management of, or from any work or thing done on the Leased Property by the Lessee, (ii) any breach or default on the part of the Lessee in the performance of any of its obligations under this Lease, (iii) any act or negligence of the Lessee or of any of its agents, contractors, servants, employees or licensees with respect to the Leased Property, or (iv) any act or negligence of any assignee or sublessee of the Lessee with respect to the Leased Property. No indemnification is made under this Section or elsewhere in this Lease for claims, losses or damages, including legal fees and expenses arising out of the willful misconduct or gross negligence, under this Lease by the Lessor, its officers, agents, employees, successors or assigns. For purposes of this indemnification, Leased Property includes any alternate Leased Property pursuant to the provisions hereof.

ARTICLE VIII

ASSIGNMENT, SUBLEASING AND AMENDMENT

SECTION 8.1 Assignment by the Lessor Certain of the Lessor's rights under this Lease, including the right to receive and enforce payment of the Lease Payments to be made by the Lessee under this Lease, have been assigned to the Assignee, subject to certain exceptions, pursuant to the Assignment Agreement, to which assignment the Lessee hereby consents. The Lessor will not assign this Lease, its right to receive Lease Payments from the Lessee, or its duties and obligations hereunder to any other person, firm or corporation so as to impair or violate the representations, covenants and warranties contained in Article II, Section 2.2 hereof.

SECTION 8.2 Assignment and Subleasing by the Lessee This Lease may be assigned by the Lessee with the prior written consent of the Assignee. The Lessee may sublease the Leased Property, with the prior written consent of the Lessor, subject to all of the following conditions:

- (i) this Lease and the obligation of the Lessee to make Lease Payments hereunder shall remain obligations of the Lessee;
- (ii) the Lessee shall, within thirty (30) days after the delivery thereof, furnish or cause to be furnished to the Lessor and the Assignee a true and complete copy of such sublease;

(iii) no sublease by the Lessee shall cause the Leased Property to be used for a purpose other than a governmental or proprietary function authorized under the provisions of the laws of the State;

(iv) no sublease shall cause the Interest Component of the Lease Payments due with respect to the Leased Property to become subject to State personal income taxes, as evidenced by an opinion of Special Counsel; and

(v) if this Lease is assigned by the Lessee, the obligation to make Lease Payments hereunder shall remain the obligation of the Lessee.

SECTION 8.3 Amendment Lessee will not alter, modify or cancel or agree or consent to alter, modify or cancel this Lease except to permit any substitution or release, pursuant to Article III, Section 3.6 hereof, or otherwise without the prior written consent of the Assignee.

ARTICLE IX

EVENTS OF DEFAULT AND REMEDIES

SECTION 9.1 Events of Default Defined The following shall be “events of default” under this Lease and the terms “events of default” and “default” shall mean, whenever they are used in this Lease, any one or more of the following events:

(i) Failure by the Lessee to pay any Lease Payment required to be paid hereunder immediately following each corresponding Lease Payment Date.

(ii) Failure by the Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed herein, other than as referred to in clause (i) of this Section, for a period of (30) days after written notice specifying such failure and requesting that it be remedied has been given to the Lessee by the Lessor and the Assignee; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, the Lessor or the Assignee, as the case may be, shall not unreasonably withhold their consent to an extension of up to sixty (60) days if corrective action is instituted by the Lessee within the applicable period and diligently pursued until the default is corrected.

(iii) The filing of a voluntary petition in bankruptcy by the Lessee, or the failure by the Lessee promptly to institute judicial proceedings to lift any execution, garnishment or attachment of such consequence as will materially impair its ability to carry on its operations, or the filing of a petition by the Lessee under the Federal Bankruptcy Code, or the adjudication of the Lessee as insolvent or as a bankrupt, or any assignment by the Lessee for the benefit of its creditors, or the application for, or consent to, the appointment of any receiver, trustee, custodian or similar officer by the Lessee or the entry by the Lessee into an agreement of composition with its creditors.

The Lessor’s failure to perform any of its obligations hereunder shall not be an event permitting the nonpayment of Lease Payments by the Lessee or the termination of this Lease by the Lessee.

SECTION 9.2 Remedies on Default

(a) Upon the occurrence and continuance of an event of default specified in Article IX, Section 9.1 above, the Lessor shall, only at the direction of the Assignee, proceed to:

(i) Protect and enforce this Lease by such judicial proceedings as the Lessor or its assignee shall deem most effectual, either by suit in equity or by action at law, whether for the specific performance of any covenant or agreement contained in this Lease, or in aid of the exercise of any power granted in this Lease, or to enforce any other legal or equitable right vested in the Lessor or its assignee by this Lease or by law;

(ii) Take possession of the Leased Property and exclude the Lessee from using it until the default is cured, holding the Lessee liable for the Lease Payments and other amounts payable by the Lessee prior to such taking of the Leased Property under and pursuant to this Lease and curing of such default; or

(iii) Take whatever actions at law or in equity appear necessary or desirable to enforce its rights as the owner of the Leased Property, including termination of this Lease and the repossession, re-letting (in consultation with Special Counsel) or sale (in consultation with Special Counsel) of the Leased Property.

Any abatement of Lease Payments due to damage or destruction of any Leased Property will not constitute an event of default hereunder.

Notwithstanding anything herein to the contrary, there shall be no right under any circumstances to accelerate the Lease Payments or otherwise declare any Lease Payments not then in default to be immediately due and payable. After the occurrence of an event of default hereunder, the Lessee will surrender possession of the Leased Property to the Lessor, if requested to do so by the Lessor or the Assignee.

(b) No Termination: Repossession and Re-Lease on Behalf of Lessee In the event the Lessor, at the direction of the Assignee, does not elect to terminate this Lease in the manner hereinafter provided for, the Lessor with the consent of the Lessee, which consent is irrevocably given, may repossess the Leased Property and re-let it for the account of the Lessee, in which event the Lessee's obligation under this Lease will continue to accrue from year to year in accordance with this Lease and the Lessee will continue to receive the value of the use of the Leased Property from year to year in the form of credits against its obligation to pay Lease Payments. The obligations of the Lessee shall remain the same as prior to such default to pay Lease Payments whether the Lessor re-enters or not. The Lessee agrees to and shall remain liable for the payment of all Lease Payments and the performance of all conditions contained herein and shall reimburse the Lessor for any deficiency arising out of the re-letting of the Leased Property, or, in the event the Lessor is unable to re-let the Leased Property, then for the full amount of all Lease Payments to the end of the term of this Lease, but such Lease Payments and/or deficiency shall be payable only at the same time and in the same manner as provided above for the payment of Lease Payments hereunder, notwithstanding such repossession by the Lessor or any suit, brought by the Lessor for the purpose of effecting such repossession of the Leased Property or the exercise of any other remedy by the Lessor.

The Lessee hereby irrevocably appoints the Lessor as the agent and attorney-in-fact of the Lessee to repossess and re-let the Leased Property in the event of default by the Lessee in the performance of any covenants contained herein to be performed by the Lessee and to remove (any removal to be done with reasonable prudence) all personal property connected to or made a part of the Leased Property, to place such Property in storage or other suitable place in the County of Los Angeles, for the account of and at the expense of the Lessee, and the Lessee hereby exempts and agrees to save harmless the Lessor from any costs, loss or damage whatsoever arising or occasioned by any such repossession and re-letting of the Leased Property. The Lessee hereby waives any and all claims for damages caused or which may be caused by the Lessor in repossessing the Leased Property as provided herein and all claims for damages that may result from the destruction of or the injury to the Leased Property and all claims for damage to or loss of any property belonging to the Lessee that may be in or upon the Leased Property.

The Lessee agrees that the terms of this Lease constitute full and sufficient notice of the right of the Lessor to re-let the Leased Property in the event of such repossession without effecting a surrender of this Lease, and further agrees that no acts of the Lessor in effecting such re-letting shall constitute a surrender or termination of this Lease irrespective of the term for which such re-letting is made or the terms and conditions of such re-letting or otherwise, but that, on the contrary, in the event of such default by the Lessee the right to terminate this Lease shall vest in the Lessor to be effected in the sole and exclusive manner provided for in subparagraph (c) below. The Lessee further waives the right to any rental obtained by the Lessor in excess of the Lease Payments and hereby conveys and releases such excess to the Lessor as compensation to the Lessor for its services in re-letting the Leased Property. If the liability of the Lessee under this subsection (b) is held to constitute indebtedness or liability in any year exceeding the income and revenue provided for such year, neither the Lessor nor the Assignee shall exercise the remedies provided in this subsection (b).

(c) Termination: Repossession and Re-Lease In the event of the termination of this Lease by the Lessor, at the direction of the Assignee, and in the manner hereinafter provided on account of default by the Lessee (and notwithstanding any repossession of the Leased Property by the Lessor in any manner whatsoever or the sale or re-letting of the Leased Property), the Lessee nevertheless agrees to pay to the Lessor all costs, losses or damages, but not Lease Payments, howsoever arising or occurring payable at the same time and in the same manner as is provided herein in the case of payment of Lease Payments. Unless waived by the Assignee, notwithstanding any other provision herein, following an event of default, the Assignee shall have the right to re-enter and re-let the Leased Property and to terminate this Lease. Any proceeds of the re-letting of the Leased Property by the Lessor shall be applied to Lease Payments due and owing hereunder. Any surplus received by the Lessor from such sale or re-letting shall be the absolute property of the Lessor and the Lessee shall have no right thereto, nor shall the Lessee be entitled to any credit in the event of a surplus in the rentals received by the Lessor for the Leased Property. Neither notice to pay rent or to deliver up possession of the Leased Property given pursuant to law nor any proceeding taken by the Lessor to recover possession of the Leased Property shall by itself operate to terminate this Lease, and no termination of this Lease on account of default by the Lessee shall be or become effective by operation of law, or otherwise, unless and until the Lessor shall have given written notice to the Lessee of the election on the part of the Lessor to terminate this Lease. The Lessee covenants and agrees that no surrender of the Leased Property or of the remainder of the term hereof or any termination of this Lease shall be valid in any manner or for any purpose

whatsoever unless stated or accepted by the Lessor by such written notice. No such termination shall be effected whether by operation of law or acts of the parties hereto, except only in the manner herein expressly provided.

SECTION 9.3 No Remedy Exclusive No remedy conferred herein upon or reserved to the Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Lessor to exercise any remedy reserved to it in this Article it shall not be necessary to give any notice, other than such notice as may be required in this Article or by law.

SECTION 9.4 Agreement to Pay Attorneys' Fees and Expenses In the event either party to this Lease should default under any of the provisions hereof and the non-defaulting party should employ attorneys or incur other expenses for the collection of moneys or the enforcement of performance or observance of any obligation or agreement on the part of the defaulting party contained herein, the defaulting party agrees that it will on demand therefor pay to the non-defaulting party the reasonable fees of such attorneys and such other expenses so incurred by the non-defaulting party.

SECTION 9.5 No Additional Waiver Implied by One Waiver In the event any agreement contained in this Lease should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

ARTICLE X

PREPAYMENT OF LEASE PAYMENTS AND PURCHASE OF LEASED PROPERTY

SECTION 10.1 Security Deposit Notwithstanding any other provision of this Lease, the Lessee may on any date exercise its option to purchase the entire leasehold interest of the Lessor in the Leased Property by an irrevocable deposit with the Corporation or a fiduciary reasonably satisfactory to the Corporation: (i) an amount of cash, which shall be held in a segregated trust or escrow fund under a trust or escrow agreement that is in form and content acceptable to the Corporation, is sufficient to pay the Lessee's unpaid Lease Payments, in accordance with the Lease Payment schedule set forth in Exhibit A hereto, or (ii) Defeasance Obligations together with cash, if required, in such amount as will, in the opinion of an independent certified public accountant (which opinion shall be addressed and delivered to the Lessor), together with interest to accrue thereon, and money then on deposit in a segregated trust or escrow fund under a trust or escrow agreement, together with interest thereon, be fully sufficient to pay all of the unpaid Lease Payments on the Lease Payment Dates or by prepayment thereof pursuant to Article X, Section 10.2 hereto, as the Lessee shall instruct at the time of such deposit and be sufficient to discharge this Lease. In the event of a deposit pursuant to this Section (and provided that the Lessee has paid all Additional Payments due or accrued through the date of such deposit), all obligations of the Lessee under this Lease, and all security provided by this Lease for such obligations, shall

cease and terminate, excepting only the obligation of the Lessee to make, or cause to be made, Lease Payments from the deposit made by the Lessee pursuant to this Section, and the entire interest of the Lessor in the Leased Property shall vest in the Lessee on the date of such deposit automatically and without further action by the Lessee or the Lessor (except as provided herein); provided, that vesting of title to the Leased Property in the Lessee shall be subject to the subsequent payment of Lease Payments made from such deposit in accordance with the provisions of this Lease. Such deposit shall be deemed to be and shall constitute a special fund for the payment of the Lease Payments in accordance with the provisions of this Lease. The Lessor shall execute and deliver such further instruments and take such further action as may reasonably be requested by the Lessee for carrying out the title transfer of the Leased Property.

SECTION 10.2 Mandatory Prepayment From Net Insurance and Condemnation Proceeds The Lessee shall be obligated to prepay the unpaid principal components of the Lease Payments in whole or in part in such order of prepayment as shall be selected by the Lessee on any date, together with any accrued and unpaid interest, and any other costs related to such prepayment, from and to the extent of any proceeds of insurance award or condemnation award with respect to the Leased Property to be used for such purpose hereunder. The Lessee and the Lessor hereby agree that such proceeds, to the extent remaining after payment of any delinquent Lease Payments, shall be credited towards the Lessee's obligations under this Section 10.2.

ARTICLE XI

ADDITIONAL COVENANTS

SECTION 11.1 Compliance with and Enforcement of this Lease The Lessee covenants and agrees to perform all obligations and duties imposed upon the Lessee hereunder. The Lessor covenants and agrees to perform all obligations and duties imposed upon the Lessor under this Lease.

The Lessee will not do or permit anything to be done, or omit or refrain from doing anything, in any case where any such act done or permitted to be done, or any such omission or refraining from action, would or might be a ground for cancellation or termination of this Lease by the Lessor hereunder. The Lessor and the Lessee, immediately upon receiving or giving any notice, communication or other document in any way relating to or affecting its estate in the Leased Property, which may or can in any manner affect such estate of the Lessee, will deliver the same, or a copy thereof, to the Assignee.

SECTION 11.2 Observance of Laws and Regulations The Lessee will well and truly keep, observe and perform all valid and lawful obligations or regulations now or hereafter imposed on it by contract, or prescribed by any law of the United States, or of the State or by any officer, board or commission having jurisdiction or control, as a condition of the continued enjoyment of any and every right, privilege or franchise now owned or hereafter acquired by it, including its right to exist and carry on business as a general law city, to the end that such rights, privileges and franchises shall be maintained and preserved, and shall not become abandoned, forfeited or in any manner impaired.

SECTION 11.3 Prosecution and Defense of Suits The Lessee shall promptly, and also upon request of the Assignee (it having no obligation to make such request) from time to time take such action as may be necessary or proper to remedy or cure any defect in or cloud upon the title to the Leased Property, whether now existing or hereafter developing and shall prosecute all such suits, actions and other proceedings as may be appropriate for such purpose and shall indemnify and save the Assignee harmless from all loss, cost, damage and expense, including attorneys' fees and expenses, which it may incur by reason of any such defect, cloud, suit, action or proceeding.

SECTION 11.4 Reporting to Assignee The Lessee shall no later than 270 days after the close of each Fiscal Year, submit to the Lessor (only upon the Lessor's written request) and to the Assignee, audited financial statements with respect to the Lessee for such fiscal year. In addition, the Lessee shall submit its annual budget each year in a timely manner to the Assignee, but no later than 20 days following its adoption by the City Council of the City.

SECTION 11.5 Further Assurances The Lessor and the Lessee will make, execute and deliver any and all such further resolutions, instruments and assurances as reasonably necessary or proper to carry out the intention or to facilitate the performance of this Lease, and for the better assuring and confirming to the Assignee of the rights and benefits provided herein.

ARTICLE XII

MISCELLANEOUS

SECTION 12.1 Notices Notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed to have been received five Business Days after deposit in the United States first-class mail, postage prepaid, to the named party at the following addresses:

If to the Lessee:	City of South El Monte 1415 Santa Anita Avenue South El Monte, CA 91733 Attention: City Manager
If to the Lessor:	Municipal Finance Corporation 2945 Townsgate Road, Suite 200 Westlake Village, CA 91361 Attention: William A. Morton, President
If to Assignee:	First Foundation Public Finance 2233 Douglas Blvd #300 Roseville, CA 95661 Attention: Trevor Mael

SECTION 12.2 Binding Effect This Lease shall inure to the benefit of and shall be binding upon the Lessor and the Lessee and their respective successors and assigns.

SECTION 12.3 Severability In the event any provision of this Lease shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof.

SECTION 12.4 Lessor Not Liable The Lessor and its directors, officers, agents and employees shall not be liable to the Lessee or to any other party whomsoever for any death, injury or damage that may result to any person or property by or from any cause whatsoever in, on or about the Leased Property or any Leased Property Component.

SECTION 12.5 Net-Net-Net Lease This Lease shall be deemed and construed to be a “net-net-net lease” and the Lessee hereby agrees that the Lease Payments shall be an absolute net return to the Lessor, free and clear of any expenses, charges or set-offs whatsoever, except as expressly provided herein.

SECTION 12.6 Further Assurances and Corrective Instruments The Lessor and the Lessee agree that they will, from time to time, execute, acknowledge and deliver or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Leased Property hereby leased or intended so to be or for carrying out the expressed intentions of this Lease.

SECTION 12.7 Execution in Counterparts This Lease may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 12.8 Applicable Law This Lease shall be governed by and construed in accordance with the laws of the State, applicable to contracts made and performed in such State.

SECTION 12.9 Third-Party Beneficiaries The Assignee is expressly recognized as third-party beneficiaries under this Lease.

SECTION 12.10 No Merger of Estate This Lease shall not operate as a merger of the Lessee’s leasehold estate in the Leased Property and the Lessee’s fee estate in the Leased Property shall not cause the leasehold interest granted to the Lessor under the Site Lease to be extinguished.

SECTION 12.11 Assignee not Municipal Advisor Inasmuch as this Lease represents a negotiated transaction, each of the Lessor and the Lessee understands, and hereby confirms, that the Assignee is not acting as a fiduciary of the Lessor or the Lessee, but rather is acting solely in its capacity as purchaser of the Lease, for its own account. Each of Lessor and the Lessee acknowledges and agrees that: (i) the transaction that is contemplated herein is an arm’s length commercial transaction among the Lessor, the Lessee and the Assignee and its affiliates; (ii) in connection with such transaction, the Assignee and its affiliates are acting solely as principals and not as advisors including, without limitation, “Municipal Advisors” as such term is defined in Section 15B of the Securities and Exchange Act of 1934, as amended, and the related final rules (the “Municipal Advisor Rules”); (iii) the Assignee and its affiliates are relying on the bank exemption in the Municipal Advisor Rules; (iv) the Assignee and its affiliates have not provided any advice or assumed any advisory or fiduciary responsibility in favor of the Lessor or the Lessee with respect to the transaction contemplated hereby and the discussions, undertakings and

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procedures leading thereto (whether or not the Assignee, or any affiliate thereof, has provided other services or advised, or is currently providing other services or advising the Lessor or the Lessee on other matters); (v) the Assignee and its affiliates have financial and other interests that differ from those of the Lessor and the Lessee; and (vi) each of the Lessor and the Lessee has consulted with its own financial, legal, accounting, tax and other advisors, as applicable, to the extent that it deemed appropriate.

SECTION 12.12 Judicial Reference

(a) The Lessee hereby agrees as follows:

(1) each proceeding or hearing based upon or arising out of, directly or indirectly, this Lease or any document related thereto, any dealings of the Lessee related to the subject matter of this Lease or any related transactions (hereinafter, a “Claim”) shall be determined by a consensual general judicial reference (the “Reference”) pursuant to the provisions of section 638 et seq. of the California Code of Civil Procedure, as such statutes may be amended or modified from time to time;

(2) upon a written request, or upon an appropriate motion by the Lessee, any pending action relating to any Claim and every Claim shall be heard by a single Referee (as defined below) who shall then try all issues (including any and all questions of law and questions of fact relating thereto), and issue findings of fact and conclusions of law and report a statement of decision. The Referee’s statement of decision will constitute the conclusive determination of the Claim. The Lessee agrees that the Referee shall have the power to issue all legal and equitable relief appropriate under the circumstances before the Referee;

(3) the Lessee shall promptly and diligently cooperate with the Referee and shall perform such acts as may be necessary to obtain prompt and expeditious resolution of all Claims in accordance with the terms of this section;

(4) the Lessee may file the Referee’s findings, conclusions and statement with the clerk or judge of any appropriate court, file a motion to confirm the Referee’s report and have judgment entered thereon. If the report is deemed incomplete by such court, the Referee may be required to complete the report and resubmit it; and

(5) the Lessee will have such rights to assert such objections as are set forth in section 638 et seq. of the California Code of Civil Procedure.

(b) The parties to the Reference proceeding shall select a single neutral referee (the “Referee”), who shall be a retired judge or justice of the courts of the State, or a federal court judge, in each case, with at least 10 years of judicial experience in civil matters. The Referee shall be appointed in accordance with section 638 of the California Code of Civil Procedure (or pursuant to comparable provisions of federal law if the dispute falls within the exclusive jurisdiction of the federal courts). If within 10 days after the request or motion for the Reference, the parties to the Reference proceeding cannot agree upon a Referee, then any party to such proceeding may request or move that the Referee be appointed by the Presiding Judge of the Kings County Superior Court

or the other similar federal court. The Referee shall determine all issues relating to the applicability, interpretation, legality and enforceability of this section.

(c) No provision of this section shall limit the right of the Lessee to (i) exercise such self-help remedies as might otherwise be available under applicable law; or (ii) obtain or oppose provisional or ancillary remedies, including without limitation injunctive relief, writs of possession, the appointment of a receiver, and/or additional or supplementary remedies from a court of competent jurisdiction before, after, or during the pendency of any Reference. The exercise of, or opposition to, any such remedy does not waive the right of the Lessee to the Reference pursuant to this section.

(d) Promptly following the selection of the Referee, the parties to such Reference proceeding shall each advance equal portions of the estimated fees and costs of the Referee. In the statement of decision issued by the Referee, the Referee shall award costs, including reasonable attorneys' fees, to the prevailing party, if any, and may order the Referee's fees to be paid or shared by the parties to such Reference proceeding in such manner as the Referee deems just.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Lessor and the Lessee have caused this Lease to be executed in their names by their duly Authorized Signatories, as of the date first above written.

MUNICIPAL FINANCE CORPORATION,
as Lessor

By: _____
President

CITY OF SOUTH EL MONTE,
as Lessee

By: _____
City Manager

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)
)
) SS:
COUNTY OF LOS ANGELES)

On _____ before me, _____ (insert name of the officer), Notary Public, personally appeared _____, 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.

_____ [Seal]

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)
) ss:
COUNTY OF LOS ANGELES)

On _____ before me, _____ (insert name of the officer), Notary Public, personally appeared _____, 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.

_____ [Seal]

EXHIBIT A

SCHEDULE OF LEASE PAYMENTS

Amounts shall be paid on each Lease Payment Date in advance of the respective Payment Dates on the following schedule.

Bond Payment Date	Principal	Interest¹	Debt Service	Annual Debt Service
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¹ Assumed no Event of Default.
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EXHIBIT B
LEGAL DESCRIPTION OF LEASED PROPERTY

ATTACHMENT D



March 10, 2021

RE: **City of South El Monte
2022 Lease Financing**

Based upon your request and preliminary review of the information provided to-date, First Foundation Public Finance ("FFPF") would like express its interest in underwriting and obtaining credit approval for the following Credit Facility to the City of South El Monte, CA ("Borrower") based on the terms outlined below. This Letter is provided by First Foundation Public Finance for discussion purposes only. *It is not intended to be binding, does not create any obligation on the part of First Foundation Public Finance to Sponsor or any third party, and is not a commitment to lend or agreement of any kind. No obligation whatsoever on the part of First Foundation Public Finance shall arise until execution and delivery of a formal commitment or loan documentation by a duly authorized officer of First Foundation Public Finance, which obligation shall be subject to all of the conditions contained therein.*

The proposed loan conditions are:

STRUCTURE:	Term
PURPOSE:	Prepay existing UAL obligation
MAX. LOAN AMT:	\$11,000,000
INTEREST RATE:	Taxable: 3.30%
RATE LOCK:	The Rate will be for 60 days prior to dosing. If the Credit Facility fails to dose within this period, FFPF reserves the right to adjust the rate.
TERM:	20-years
REPAYMENT:	Semi-annual interest, annual principal payments
AVERAGE LIFE:	12.0-years
PRE-PAYMENT:	Repayable on any payment date at 103% of par in years 1-2, decreasing to 102% in years 3-4, and 101% in years 5-6. Redeemable at par beginning in year 7 and thereafter.
COLLATERAL:	Lease payments to be paid by the Borrower from any legally available funds. The Credit Facility will be secured with a leasehold interest in an essential asset of the Borrower (with insured value to meet or exceed the Loan Amount).

ADDITIONAL TERMS: Documents to be prepared by the Borrower's Bond Counsel for review by FFPF's counsel Nixon Peabody, LLP. Legal fees and expenses of Nixon Peabody, LLP should not exceed \$12,500. All other filing fees and related fees shall be paid by the Borrower in connection with the issuance (including applicable CDIA fees).

Periodic financial and collateral reporting by the Borrower, as well as representations and warranties of the Borrower regarding its status and ability to repay, taxability gross-up and covenants and conditions that are appropriate for a Credit Facility of the scope and nature proposed above will be determined as part of FFPF's underwriting and credit approval process.

PDF's of all executed and other documents listed on the Closing Index shall be provided to FFPF no later than 24 hours before the time of the requested wire; provided, that if any documents can only be signed after receipt of the wire, those documents shall be provided immediately after receipt of the wire.

In an event of default, a default rate equal to the Interest Rate + 3.00% will be required.

Notice: The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the Federal Deposit Insurance Corporation, Consumer Response Center, 1100 Walnut Street, Box #11, Kansas City, MO 64106.

ATTACHMENT E

AFTER RECORDATION PLEASE RETURN TO:

Norton Rose Fulbright US LLP
555 South Flower Street, Suite 4100
Los Angeles, California 90071
Attention: Russell C. Trice, Esq.

ASSIGNMENT AGREEMENT

by and between

MUNICIPAL FINANCE CORPORATION,

and

FIRST FOUNDATION PUBLIC FINANCE,

Dated as of May 1, 2022

THIS IS A FINANCING DOCUMENT:
NO DOCUMENT TRANSFER TAX IS DUE
PURSUANT TO GOVERNMENT CODE SECTION 27383

ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT, dated as of May 1, 2022 (this “Assignment Agreement”), by and between MUNICIPAL FINANCE CORPORATION, a corporation duly organized and validly existing under and by virtue of the laws of the State of California, as lessor (the “Corporation”), and FIRST FOUNDATION PUBLIC FINANCE, a Delaware statutory trust and a wholly-owned subsidiary of First Foundation Bank (the “Assignee”);

W I T N E S S E T H:

WHEREAS, the Corporation and the City of South El Monte, a general law city duly organized and existing under and by virtue of the laws of the State of California (the “Lessee”), have executed and entered into a Lease Agreement (the “Lease”), dated of even date herewith, under which the Corporation has agreed to lease to the Lessee certain Leased Property as defined therein and described in Exhibit B thereto and described in Exhibit A attached hereto; and

WHEREAS, under and pursuant to the Lease, the Lessee is obligated to make Lease Payments, as defined therein, to the Corporation for the use and possession of the Leased Property; and

WHEREAS, the Corporation desires to assign without recourse all its rights to receive the Lease Payments scheduled to be paid by the Lessee under and pursuant to the Lease to the Assignee; and

WHEREAS, all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and entering into of this Assignment Agreement do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the parties hereto are now duly authorized to execute and enter into this Assignment Agreement;

NOW, THEREFORE, in consideration of the premises and of the mutual agreements and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby agree as follows:

SECTION 1. Definitions Unless the context otherwise requires, all capitalized terms used in this Assignment Agreement which are not defined herein shall for all purposes of this Assignment Agreement have the meanings specified therefor in the Lease.

SECTION 2. Assignment The Corporation hereby transfers, assigns and sets over without recourse for the benefit of the Assignee, all of the Corporation’s (A) rights under the Site Lease, and (B) right, title and interest (but none of its obligations) under the Lease (excepting only the Corporation’s rights under Article VII, Section 7.4, Article VIII, Section 8.1 and Article IX, Section 9.4 of the Lease, and its rights to give approvals or consents thereunder), including, without limitation, (1) the right to receive and collect all of the Lease Payments and other amounts under the Lease, (2) the right to receive and collect any proceeds of any insurance maintained thereunder, of any condemnation award rendered with respect to the Leased Property, or of any lease or sale of the Leased Property in the event of a default by the Lessee under the Lease, (3) the right to

exercise such rights and remedies conferred on the Corporation pursuant to the Lease as may be necessary or convenient (i) to enforce payment of the Lease Payments and any other amounts required to be paid under the Lease, or (ii) otherwise to protect the interests of the Corporation in the event of a default by the Lessee under the Lease, and (4) the right of the Corporation to receive rental in excess of Lease Payments as compensation for re-leasing the Leased Property upon the occurrence of events of default under the Lease, as provided in Article IX of the Lease.

SECTION 3. Acceptance The Assignee hereby accepts the assignment made hereunder by the Corporation. The Assignee is not liable for and does not assume responsibility for the performance of any of the covenants, agreements, duties or obligations specified in the Lease to be kept, paid or performed by the Corporation, with exception of such covenants, agreements, duties and obligations, if any, which are expressly made the responsibility of Assignee under the Lease.

SECTION 4. No Other Claims The Corporation hereby represents and warrants that there are no present and outstanding claims on Lease Payments or any other moneys assigned by the Corporation to the Assignee hereunder.

SECTION 5. Counterparts This Assignment Agreement may be executed in any numbers of counterparts, each of which shall be deemed to be an original, but all together shall constitute but one and the same Assignment Agreement.

SECTION 6. Governing Law This Assignment Agreement shall be governed by and construed in accordance with the laws of the State of California applicable to contracts made and performed in such State.

IN WITNESS WHEREOF, the parties hereto have executed and entered into this Assignment Agreement by their respective officers thereunto duly authorized as of the day and year first above written.

MUNICIPAL FINANCE CORPORATION

By: _____
President

FIRST FOUNDATION PUBLIC FINANCE

By: _____
Authorized Officer

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)
)
) SS:
COUNTY OF LOS ANGELES)

On _____ before me, _____ (insert name of the officer), Notary Public, personally appeared _____, 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.

_____ [Seal]

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)
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COUNTY OF LOS ANGELES)

On _____ before me, _____ (insert name of the officer), Notary Public, personally appeared _____, 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.

_____ [Seal]

EXHIBIT A
LEGAL DESCRIPTION OF LEASED PROPERTY



City Council Agenda Report

Agenda Item No. 11.a.

DATE: April 12, 2022

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

SUBMITTED BY: Rene Salas, Deputy City Manager

SUBJECT: LETTER FROM SOUTH EL MONTE HIGH SCHOOL BOYS BASKETBALL TEAM REQUESTING A FACILITY RESERVATION FEE WAIVER FOR USE OF THE SOUTH EL MONTE COMMUNITY CENTER AMPHITHEATER

SUMMARY: The South El Monte High School Boys Basketball Team ("SEMHSBBT") is requesting a reservation fee waiver for use of the South El Monte Community Center Amphitheater to host their basketball banquet on Saturday, April 23, 2022.

RECOMMENDED ACTION: Staff recommends City Council discuss and consider the facility reservation fee waiver requested by SEMHSBBT in the amount of \$1,412.46.

FISCAL IMPACT: If approved in accordance with the Facility Reservation Regulations and Fee Schedule, the City will waive the facility rental fees in the amount of \$300.00. In addition, SEMHSBBT is requesting a fee waiver for the remaining non-facility reservation fees which include the damage deposit, special clean up, and staff time that will require an appropriation of \$1,112.46 from the current Fiscal Year (FY) 2021-2022 General Fund. The total requested fee waiver is in the amount of \$1,412.46.

This amount may vary based upon updates or further changes to the reservation. Any increases in the requested waiver amounts will require City Council approval and should be submitted in a timely order by SEMHSBBT in a letter format.

Please find below the facility reservation fee waiver details summarizing the fees associated with the request:

Waived Fees

Fee Description	Units	Total
Community Center Amphitheater Reservation Fee	\$50/hour x 6 hours	\$300.00
Total Waived Fees		\$300.00

Non-Waived Fees

Fee Description	Units	Total
Staff Fee	\$15/hour x 6 hours	\$90.00
Insurance Premium Certificate		\$122.46
Clean-up Fee		\$300.00
Damage Deposit		\$600.00
Total Non-Waived Fees		\$1,112.46

DISCUSSION: The SEMHSBBT team is requesting use of the City's Community Center Amphitheater to host their basketball banquet that will honor players and their accomplishments from the past three seasons: 2019-2020, 2020-2021, and 2021-2022. They are expecting 100 people to attend the banquet, which will include players, volunteer coaches, managers, scorekeepers, and the players' families. The SEMHSBBT is requesting a fee waiver to use the Community Center Amphitheater on Saturday, April 23, 2022, from 5:00 p.m. to 11:00 p.m. The request includes all fees associated with the rental of the Community Center Amphitheater.

According to the current City Council approved Facility Reservation and Regulations and Fee Schedule, community partners and non-profit organizations are permitted a fee waiver request which solely covers the facility rental fee. All other fees related to the facility rental use such as, but not limited to, staff time, insurance coverage, damage deposit, etc. are the responsibility of the SEMHSBBT, unless otherwise approved by the City Council.

BACKGROUND: On March 18, 2022, the SEMHSBBT's coach, Ronald Saldana, submitted a request to use the Senior Center Dining Hall to host their team's basketball banquet. However, at the April 23, 2019 City Council Meeting, City Council referenced a previous decision made to offer the Community Center any time a non-senior reservation request was received to use the Senior Center. Staff offered the Community Center to Mr. Saldana and he gladly accepted the change.

Staff report was prepared by Jayson Perez, Recreation Coordinator.

ATTACHMENT(S):

- A. Fee Waiver Request Letter
- B. Reservation Application

ATTACHMENT A

Ronald Saldaña
South El Monte Boys' Basketball
1001 Durfee Ave.
South El Monte, CA 91733

March 22, 2022

City Council
1415 Santa Anita Ave.
South El Monte, CA 91733

Dear City Council,

The South El Monte Boys' Basketball team is requesting the use of your Community Center/Amphitheater for our basketball banquet on April 23rd from 6pm to 10:30pm. We will welcome the families from three separate years (2019-20, 2020-21, 2021-22) for a night out to honor their historic seasons. The 2019-20 team were Mission Valley League champions with two players selected to the prestigious All-CIF team. Next, the 2020-21 group advanced to the quarterfinals of the CIF playoffs with multiple players receiving All-CIF and All-Mission Valley League honors. Our final group from the 2021-22 season fought through a season that saw multiple players come away with All-League accolades. Also, we will give our team awards for each level (Varsity, Junior Varsity, Freshmen) while honoring our hard working volunteer coaches, managers, and scorekeepers for the work they put in throughout the year. Furthermore, we are expecting 100 people in attendance. Lastly, our organization is requesting a fee waiver from the City Council for any costs associated with the rental of the Community Center/Amphitheater. We are extremely appreciative of these considerations.

Sincerely,

A handwritten signature in blue ink, appearing to read "Ronald R Saldaña".

Ronald Saldaña

Head Coach

ATTACHMENT B



City of South El Monte Recreation Services Department
1530 Central Avenue, South El Monte, CA 91733
Phone: (626) 579-2043
www.ci.south-el-monte.ca.us



APPLICANT INFORMATION

Name: Ronald R. Saldana	Organization/Business: SEMHS Boys Basketball
Address: 8020 Bright Ave	City: South El Monte Zip Code:
Home Phone:	Work Phone: (562) 331-0417
Cell Phone:	Email: [REDACTED]

RECREATION SERVICES FACILITY & PARK RENTAL APPLICATION AND AGREEMENT

****APPLICANT MUST BE PRESENT AT ALL TIMES DURING THE EVENT****
****ALL EVENING PERMITS CONCLUDE AT 12:00 MIDNIGHT****

RESERVATION INFORMATION

FACILITY REQUESTED:

1. COMMUNITY CENTER	2. SENIOR CENTER	3. AQUATICS CENTER	4. PARKS
☒ Kitchen	☐ Dining Room	☐ Main Pool	☐ Mary Van Dyke
☐ Gymnasium	☐ Arts and Craft Room	☐ Wading Pool	☐ Community Room
☒ Amphitheater	☐ Game Room I	☐ Locker Rooms	☐ Gazebo
☐ Dance Room	☐ Game Room II		☐ New Temple
			☐ Field
			☐ Picnic Area
			☐ Shively Park
			☐ Field
			☐ Picnic Area
Date of Event: April 23, 2022		Day(s): Saturday	Estimated Attendance: 100
Purpose of Event/Function: Basketball Banquet			
Reservation Time: 6:00 pm to 10:30 pm		Set up Time: 5 pm to 6pm	
Kitchen Hours: to		Clean up Time: 10:30 pm to 1:00 pm	
Will the event be open to the public? NO			
Will there be entertainment? NO		If yes, what type?	
Will food be served? YES		If yes, name of caterer?	
Will alcohol be served? NO			
Portable Stage needed? NO			

I, the undersigned, on behalf of the above named organization/business, do hereby agree to indemnify and hold harmless the City of South El Monte and any of its officers, agents or employees from any liability, claim or legal action for damages resulting from or in any way arising out of this application and agreement and will agree to abide and enforce the Rules, Regulations and Policies governing the facility set forth by the City of South El Monte. Said organization/business will accept all responsibility for any damage to premises, furniture, equipment or grounds resulting from use of facility.

I have read, signed and agree to comply with the Facility Rules and Regulations.

Signature of Applicant: Ronald R. Saldana **Date:** 4-5-22

☐ APPROVED ☐ DENIED **OFFICE USE ONLY** Recreation Services Designee _____ Date: _____

Last update 7/11/18

Page 1 of 4

City of South El Monte Recreation Services Department

APPLICANT NAME: SEMHS Boys Basketball Teams **DATE OF USE:** 4/23/22

FACILITY: South El Monte Community Center Amphitheater

FACILITY FEE WORK SHEET

The following fee schedule applies to general use of the facility. The City of South El Monte, other governmental entities, and South El Monte-recognized Community Service/Non-Profit Organizations may be granted priority use and may be exempt from fees.

****IMPORTANT INFORMATION****

NO CONFETTI OF ANY SORT IS PERMITTED – SET-UP IS ON YOUR OWN

NOTE: FLOORS ARE COVERED WITH CARPET

Building Fee	\$ 50 x 6 Hours	\$ 300.00
Staff Fee	\$ 15 x 1 # Staff x 6 Hours	\$ 90.00
Security Guard Fee	\$ x # Guard (s) x Hours	\$ 0
Kitchen Fee		\$ 0
Clean Up Fee		\$ 300.00
Damage Deposit		\$ 600.00
Insurance Premium Certificate		\$ 122.46
Liquor Premiums		\$ NA
Inflatable Bouncer		\$ NA
ABC Permit		\$ NA
TOTAL:		\$ 1,412.46

of Round Tables: _____
 # of Rectangle Tables: _____
 # of Chairs: _____

Table and Chair Ratio
 8 inch Round Table = 8 chairs
 8x8 Rectangle Table = 8 chairs

BALANCE DUE DATE: _____

Deposit(s): Date: _____	Receipt # _____	Payment \$ _____	Balance \$ _____
Deposit(s): Date: _____	Receipt # _____	Payment \$ _____	Balance \$ _____
Deposit(s): Date: _____	Receipt # _____	Payment \$ _____	Balance \$ _____
Deposit(s): Date: _____	Receipt # _____	Payment \$ _____	Balance \$ _____
Deposit(s): Date: _____	Receipt # _____	Payment \$ _____	Balance \$ _____

Security Deposit Refund:

Invoice #: _____

Full refund: Yes _____ No _____

Account#: _____

Reservation Info: _____

If No, reason: _____

Amount refunded: \$ _____ Warrant Request Made on: _____
 Last update 7/11/18 Page 2 of 4

CITY BUILDINGS POLICY AND PROCEDURES

City of South El Monte ("City") Facilities may be used for recreation, social, educational, or governmental functions. The City reserves the right to cancel any reservation at a moment's notice if the facility is needed by the City. However, reasonable effort will be made to relocate/reschedule the event. The City reserves the right of full access to all activities at any time during their occurrence to see that all rules, regulations, and City, State, and Federal Laws are not violated.

Facility use does not suggest City endorsement or sponsorship of any event. Applicant's publicity of event shall clearly and accurately identify the name of the sponsoring organization or individual.

If any provision of this agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

APPLICATION PROCESS:

1. Applicant must be at least 21 years of age. Proof of residency for City residents is required at time of application.
2. A facility is not considered rented until (1) applicant delivers to the City the facility Rental Application and Agreement, rental fee, deposit(s), and any other items deemed necessary by the City; and (2) the City's Recreation Department Supervisor or his/her designee in his/her sole discretion, approves such rental in writing.
3. The approval process takes a maximum of 14 working days. DO NOT advertise your event or print invitations prior to receiving written approval.
4. Reservations will not be accepted more than one year or less than 30 days in advance of date requested.
5. Time requested must include decorating, event and clean-up time.
6. Clean-up, Damage and Security deposits are due at time of application. Full fees must be paid 30 days prior to the event to avoid termination of application. Payments can be made by cash, check, money order, or credit card. Checks must be made payable to the "City of South El Monte".
7. For events involving the general public, the applicant is required to procure Special Event Liability Insurance. The applicant shall furnish to the City appropriate certificates of public liability and property damage insurance in the amount of \$1,000,000.00 naming the City as an additional insured under the policy. Such insurance shall be maintained and kept in force during all such times that the applicant uses the City Facilities. All insurance certificates required above shall provide that such certificates shall not be cancelled or materially changed without at least 30 days' prior written notice to the City.

APPLICANT RESPONSIBILITIES:

1. Applicant must be present during the entire event.
2. All activities must cease, and the facility completely vacated by 1:00 a.m. Amplified music must be terminated no later than 12:00 a.m. (midnight).
3. The group must appear within 30 minutes of time specified or permit will be cancelled and all fees forfeited.
4. Applicant cannot exceed the number attending on the application.
5. Activities for minors must be supervised by responsible adults on the ratio of at least one adult for every 20 minors.
6. Applicant must secure services of at least two private security guards for supervision of teenage (ages 13-20) events. Security services will be added into total fees.
7. Groups using kitchen facilities shall furnish own dishes, silverware, cooking utensils, towels, soap, ice, serving trays, etc.
8. Applicant is responsible for facility clean-up. Facility must be left in a reasonably clean condition (as determined by the City) to receive a full deposit refund.
9. Applicant must conduct a walkthrough of the facility with staff prior to and at the conclusion of the event to review the condition of the facility. The Facility Condition Report must be signed to receive a deposit refund.
10. Applicant is responsible for the supervision of small children. They must remain in the reserved area.

DECORATIONS/SET-UP:

1. Staples, nails or any drilling are prohibited on all surfaces including walls, glass, tables, windows and doors.
2. The use of candles, open flame, smoke, bubble machines or fog machines is strictly prohibited.
3. All decorations must be removed by the applicant at the conclusion of the event.
4. Applicant is responsible for own set-up and tear down. City staff will assist with tear down of City owned tables and chairs only.
5. Hay and confetti of any sort are prohibited.

PROHIBITED:

1. No alcoholic beverages (unless proper permits are obtained) or illegal substances are permitted on City property. Violation will result in the closure of the event and forfeiture of all fees.
2. Use of glass containers is prohibited at all facilities unless otherwise approved by the Recreation Services Supervisor or his/her designee.
3. Smoking is not permitted on City property.
4. No profane language or disorderly or unseemly conduct is permitted in any City facility.

PROHIBITED CONTINUED:

5. No advertisements, circulations or petitions, solicitations, nor entry fees are permitted without written approval from the City.
6. Guests may not take food into the hallways/restrooms or any other areas that are not rented.
7. No storage of private property is permitted on City premises.
8. City Facilities cannot be used for commercial purposes without written approval.
9. Bounce houses and petting zoos are not permitted on City facilities.
10. City equipment shall not be removed from any City facility.
11. No animals are permitted at the facility, with the exception of seeing-eye dogs, service animals, or animals pre-approved for use in special exhibits.
12. Applicant shall not admit a larger number of individuals than can lawfully, safely, and freely move about the facility.
13. Only D/J and small bands are allowed to play in the facility. Staff will determined appropriate volume levels.
14. The use of candles, open flame, smoke, bubble machines or fog machines is strictly prohibited.

REFUND OF SECURITY DEPOSIT:

1. Refund of security deposit will take approximately 2-6 weeks after the conclusion of your event, provided the City determines no deductions of the security deposit are necessary.
2. There will be a deduction from your security deposit for the following items: damage to floors, walls, or any other part of the facility, additional cleaning, repair or replacement, deviation from the rental agreement, extra staff time cost, or disturbances requiring law enforcement.
3. If Applicant violates any part of this agreement or reports false information to the City, the City may refuse applicant further use of the facility; and applicant shall forfeit a portion of or all of the rental fees and/or deposit.

CANCELLATION POLICY:

1. Reservations must be cancelled at least five days prior to event in order to receive full deposit refund
2. All other cancellations subject to a \$25 administration fee.

CANCELLATION, RULES AND REGULATION POLICY

I, the undersigned applicant, have read, understood, received a copy of, and agree to abide by and enforce the cancellation, rules, regulations, and policies governing this facility as set forth by the City of South El Monte. I understand that by signing this document, I accept all responsibility for any damages to premises, furniture, equipment or grounds resulting from use of the facility. I further agree that any violation of the Facility Rules and Regulations can result in immediate cancellation of the reservation and forfeiture of all fees and deposits.

Applicant's Signature: David R. Silva Date: 4-5-22



City Council Agenda Report

Agenda Item No. 12.a.

DATE: April 12, 2022

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

SUBMITTED BY: Donna Schwartz, City Clerk

SUBJECT: Councilmember Hector Delgado

1. City Council Consideration of Signing Support Letter to Continue to Recruit and Retain Deputy Sheriffs in Los Angeles County.

SUMMARY:

RECOMMENDED ACTION:

FISCAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

- A. Draft Letter to LAC-BOS Recruit & Retain Deputies

The Honorable _____
Los Angeles County Board of Supervisors
500 West Temple St. Room 869
Los Angeles, CA 90012

Dear Supervisor _____,

Public safety is the number one priority in our city. That is why we work closely with our patrol station leadership to make sure we have sufficient numbers of deputy sheriffs on patrol to provide the exceptional public safety services our residents and businesses expect and deserve.

For several years, we have conveyed our concerns to Sheriff's Department executives that we need more deputy sheriffs on patrol in our community to stem the Countywide increases in property crimes. We have also conveyed our concerns that our patrol station commanders are relying too heavily on overtime to fulfill deployment obligations of our contract with the Sheriff's Department. Neither problem has been resolved. In fact, the issues of insufficient staffing at the deputy sheriff level have gotten worse.

What would it take to recruit and retain more smart, young people to become deputy sheriff's trainees in Los Angeles County? The answer seems simple enough to us -- work with deputy sheriffs to assemble a compensation package that is competitive with surrounding agencies.

We understand that it is our jobs as elected officials to find good people to hire, to provide the resources they need to train and engage in their chosen profession. We don't want to be law enforcement officers, but we are very thankful that there are people among us who are willing to put their lives on the line to protect our community.

We support our deputies. Please make sure we can recruit, retain and properly motivate well qualified professionals who are willing to do the tough job of upholding the law.

Sincerely,

[name], Mayor/City Council Member
City of [city]