

Gloria Olmos, Mayor/Chair
Manuel Acosta, Mayor Pro Tem/
Vice Chair
Richard Angel, Councilmember/
Boardmember
Hector Delgado, Councilmember/
Boardmember
Gracie Retamoza, Councilmember/
Boardmember



Rene Salas, Interim City
Manager/Executive Director
Donna G. Schwartz, City
Clerk/Secretary
Anthony R. Taylor, City
Attorney/General Counsel

CITY OF SOUTH EL MONTE

REGULAR MEETING OF THE SOUTH EL MONTE CITY COUNCIL AND THE SUCCESSOR AGENCY TO THE SOUTH EL MONTE IMPROVEMENT DISTRICT

AGENDA

October 25, 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

Israel Alacio, Community Services Commissioner

4. PRESENTATIONS

4.a. Presentation of a Plaque to Dr. Gus Frias In Recognition of His Leadership in the Harvard Latino Leadership Academy Held in South El Monte

4.b. Certificates of Recognition Presented to the Harvard Latino Leadership Academy Essay Scholarship Winners

4.c. Presentation by Kimberly Luna, Health Promotions Specialist, American Lung Association on Youth Vaping Epidemic

4.d. Annual Update By State Auditor on the City of South El Monte's Financial Status

4.e. Sheriff's Department Report for the Month of September

4.f. Code Enforcement and Public Safety Department Report for the Month of September 2022

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

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

6. PUBLIC COMMENT

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

7. CONSENT CALENDAR

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

7.a. CONSIDERATION AND APPROVAL OF THE REGULAR CITY COUNCIL MEETING MINUTES FOR OCTOBER 11, 2022

Staff is requesting approval of Minutes for the October 11, 2022 Regular City Council Meeting.

RECOMMENDED ACTION: Staff recommends City Council approve the Minutes of the Regular City Council Meeting of October 11, 2022.

7.b. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 22-85, APPROVING WARRANTS FOR THE PERIOD OF OCTOBER 12, 2022 THROUGH OCTOBER 25, 2022

Authorizing payment of City expenditures for the period of October 12, 2022, through October 25, 2022 totaling \$416,743.12.

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 22-85, authorizing payment of City expenditures.

7.c. CONSIDERATION FOR AUTHORIZATION TO SEEK REQUEST FOR PROPOSALS (RFP) FOR PROFESSIONAL SERVICES FOR THE PAVEMENT MANAGEMENT PROGRAM (PMP) UPDATE

Staff seeks City Council approval to issue Request for Proposals (RFP) for professional services for the Pavement Management Program (PMP) Update.

RECOMMENDED ACTION: Staff recommends City Council approve an RFP for professional services for the Pavement Management Program (PMP) Update and authorize staff to solicit proposals.

7.d. CONSIDERATION FOR AUTHORIZATION TO SEEK REQUEST FOR PROPOSALS (RFP) FOR DESIGN SERVICES FOR TRAFFIC SIGNAL IMPROVEMENTS AT LEE AVE & GARVEY AVE AND DURFEE AVE & PECK RD - MICHAEL HUNT DRIVE

Staff seeks City Council approval to issue Request for Proposals (RFP) for design services for traffic signal improvements at Lee Ave & Garvey Ave and Durfee Ave & Peck Rd - Michael Hunt Dr within the City. The scope of improvements are part of the Highway Safety Improvement Program (HSIP) Cycle 10 project.

RECOMMENDED ACTION: Staff recommends City Council approve an RFP for design services for traffic signal improvements at Lee Ave & Garvey Ave and Durfee Ave & Peck Rd - Michael Hunt Dr (HSIP Cycle 10 project) and authorize staff to solicit proposals.

8. PUBLIC HEARINGS - None

9. GENERAL BUSINESS

9.a. ORDINANCE NO. 1261, AMENDING THE SOUTH EL MONTE MUNICIPAL CODE BY MODIFYING TITLE 15 THEREOF ADOPTING BY REFERENCE THE 2023 LOS ANGELES COUNTY BUILDING CODE (TITLE 26), ELECTRICAL CODE (TITLE 27), PLUMBING CODE (TITLE 28), MECHANICAL CODE (TITLE 29), RESIDENTIAL CODE (TITLE 30), GREEN BUILDING STANDARDS CODE (TITLE 31), FIRE CODE (TITLE 32) AND EXISTING BUILDING CODE (TITLE 33), WITH CERTAIN AMENDMENTS, ADDITIONS AND DELETIONS THERETO

Since incorporation, the City has adopted the Los Angeles County building codes by reference. These codes contain essential amendments and additions to the State Building Codes. Included in these amendments are the important chapters for grading, seismic requirements and substandard properties. The State of California adopts and publishes State Building Codes and mandates they become effective throughout the State 180 days after publication.

RECOMMENDED ACTION: Staff recommends City Council:

1. Waive first reading and introduce Ordinance No. 1261, amending the South El Monte Municipal Code by modifying Title 15 thereof adopting by reference the 2023 Los Angeles County Building Code (Title 26), Electrical Code (Title 27), Plumbing Code (Title 28), Mechanical Code (Title 29), Residential Code (Title 30), Green Building Standards Code (Title 31), Fire Code (Title 32), and Existing Building Code (Title 33), with certain amendments, additions and deletions thereto, and
2. Schedule a public hearing at a future city council meeting to consider adoption of said Ordinance.

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. FEE WAIVER REQUEST BY JEFF ORTIZ (“APPLICANT”) FOR A PERMIT EXTENSION

Jeff Ortiz ("Applicant") requests a waiver of the extension fee in the amount of \$965.49 for a permit on file. Mr. Ortiz applied for a permit to make certain improvements to a residential property and has put the project on hold for an indeterminate period of time. Building permits have an expiration date, which can cause applicants to file for a request to extend the permit timeframe. The permit extension requests are subject to a permit extension fee as identified in the City's Municipal Code and/or Fee Ordinance. Mr. Ortiz is requesting the permit extension and the fee waiver be granted in full.

RECOMMENDED ACTION: For City Council's discussion and consideration of the permit extension fee waiver in the amount of \$965.49.

12. COUNCILMEMBERS' AGENDA

12.a. MAYOR GLORIA OLMOS

1. Consideration to Approve \$500 Donation to the El Monte/South El Monte Jets Banquet.

RECOMMENDED ACTION: Discussion and/or action.

2. Examine City Trees Due to Many Complaints from Residents.

RECOMMENDED ACTION: Discussion and/or action.

13. CLOSED SESSION

13.a. PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Pursuant to Government Code Section 54957

Title: Interim City Manager

13.b. CONFERENCE WITH LEGAL COUNSEL – POTENTIAL INITIATION OF LITIGATION

Pursuant to Government Code Section 54956.9 – (one case)

14. RECESS COUNCIL MEETING

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

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

SUCCESSOR AGENCY MEETING

16. CALL TO ORDER AND ROLL CALL

Board Members: Angel, Delgado, Retamoza, Vice Chair Acosta, and Chair Olmos

17. APPROVAL OF AGENDA

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

18. PUBLIC COMMENTS

Speakers may provide public comments on any matter within the subject matter jurisdiction of the Board, including items on the agenda. Each speaker will be limited to five minutes. Unless a majority of the Board objects, the Chair may provide speakers more or less time to speak. All comments or queries shall be addressed to the Board 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 Board 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.

19. CONSENT CALENDAR

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

19.a. CONSIDERATION AND APPROVAL OF THE SUCCESSOR AGENCY MEETING MINUTES FOR SEPTEMBER 27, 2022

Staff is requesting approval of the Minutes of the September 27, 2022 Successor Agency Meeting.

RECOMMENDED ACTION: Staff recommends the Board approve the Successor Agency Meeting Minutes of September 27, 2022.

19.b. PROPOSED DARK SUCCESSOR AGENCY MEETING DATES

Each year staff requests the Successor Agency Board consider "going dark" on the fourth Tuesday in November and December due to the Thanksgiving and Christmas holidays.

RECOMMENDED ACTION: Staff recommends the Successor Agency Board approve going dark on Tuesday, November 22, 2022 and Tuesday, December 27, 2022, due to the Thanksgiving and Christmas holidays.

20. EXECUTIVE DIRECTOR'S AGENDA – None

21. ADJOURNMENT OF SUCCESSOR AGENCY MEETING

22. RECONVENE AND ADJOURN COUNCIL MEETING

Meeting is adjourned to an Adjourned Regular meeting on Wednesday, November 9, 2022, at 6:00 p.m., Due to Tuesday, November 8, 2022 is Election Day.

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 20th day of October 2022.



City Clerk, CMC



City Council Agenda Report

Agenda Item No. 4.a.

DATE: October 25, 2022

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, Interim City Manager

SUBMITTED BY: Dianna Gomez, Executive Assistant

SUBJECT: Presentation of a Plaque to Dr. Gus Frias In Recognition of His Leadership in the Harvard Latino Leadership Academy Held in South El Monte

SUMMARY:

RECOMMENDED ACTION:

FISCAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

None



City Council Agenda Report

Agenda Item No. 4.b.

DATE: October 25, 2022

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, Interim City Manager

SUBMITTED BY: Dianna Gomez, Executive Assistant

SUBJECT: Certificates of Recognition Presented to the Harvard Latino Leadership Academy Essay Scholarship Winners

SUMMARY:

RECOMMENDED ACTION:

FISCAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

None



City Council Agenda Report

Agenda Item No. 4.c.

DATE: October 25, 2022

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, Interim City Manager

SUBMITTED BY: Donna Schwartz, City Clerk

SUBJECT: Presentation by Kimberly Luna, Health Promotions Specialist,
American Lung Association on Youth Vaping Epidemic

SUMMARY:

RECOMMENDED ACTION:

FISCAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

A. Presentation



Addressing the Youth Vaping Epidemic

South El Monte

Kimberly Luna
Health Promotions Specialist
October 25, 2022

American Lung Association



- **Our Mission:** To save lives by improving lung health and preventing lung disease
- **Our Vision:** A world free of lung disease
- **Our Strategic Imperatives:**
 - Defeat lung cancer
 - Champion clean air for all
 - Improve the quality of life for those with lung disease and their families
 - Create a tobacco-free future

Tobacco Use in the United States

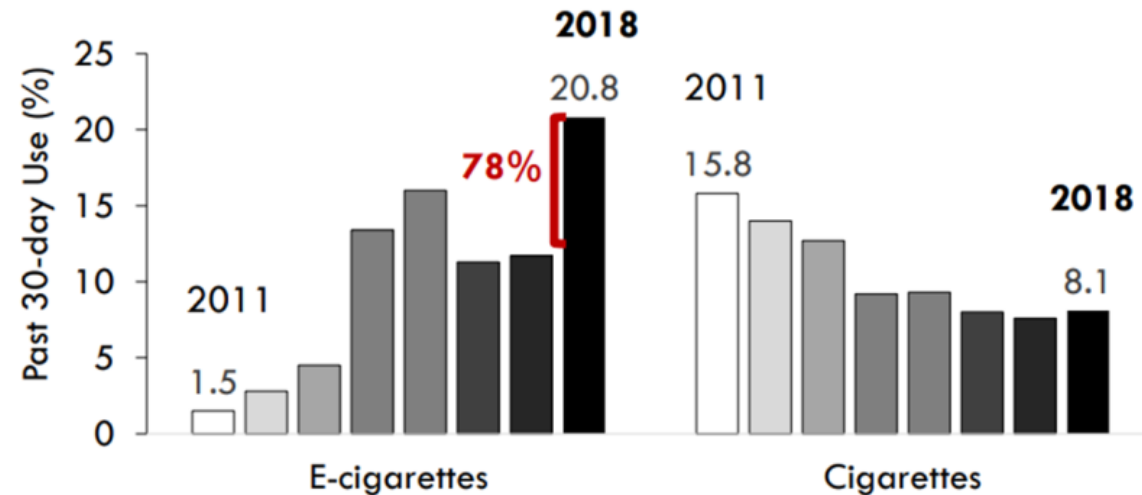
- **Leading cause** of preventable disease, disability, and death
- **480,000 Americans die prematurely** of smoking or exposure to secondhand smoke annually



Vaping Epidemic

The U.S. Surgeon General declared e-cigarette use among youth an epidemic in 2018

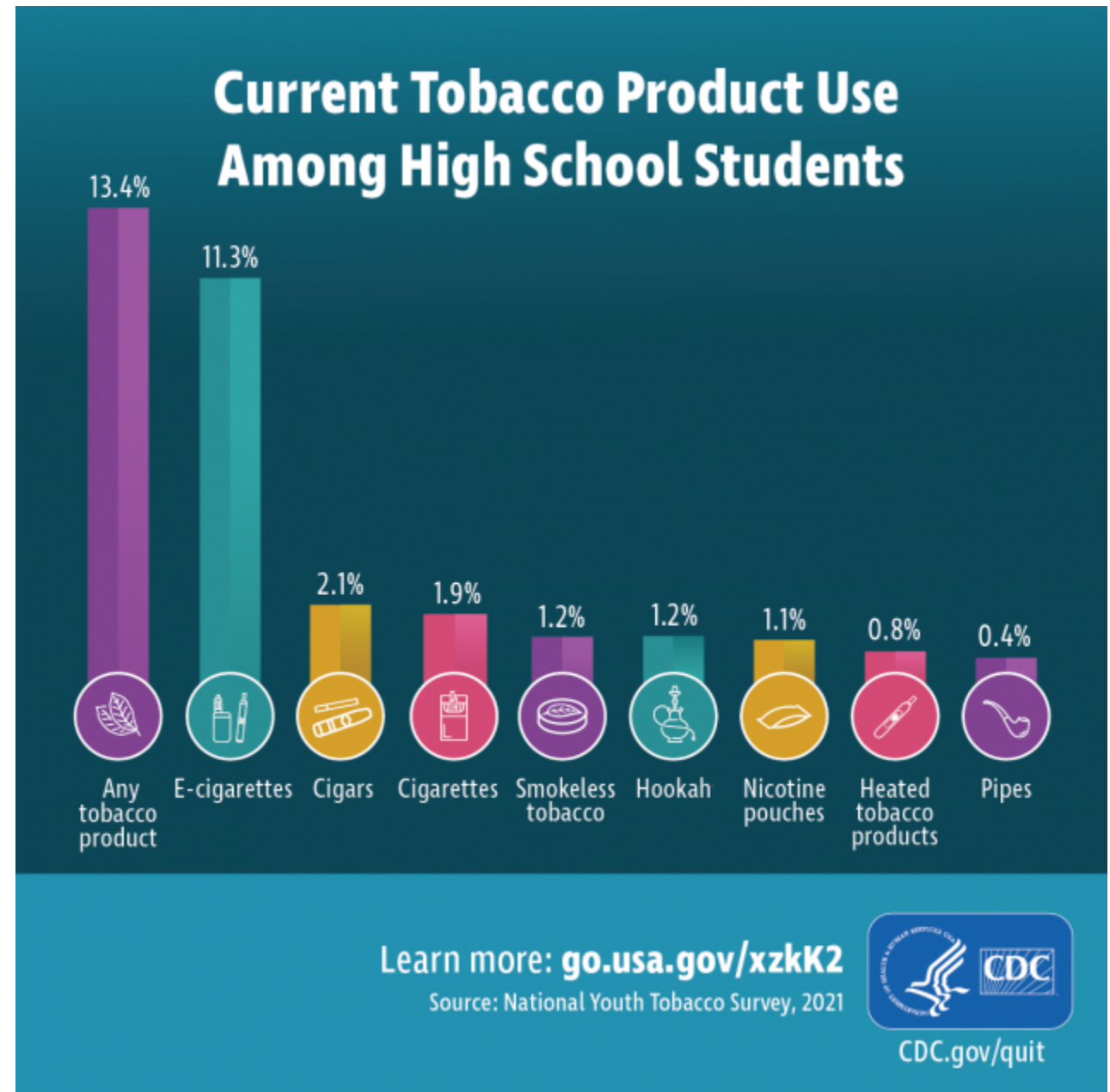
TRENDS IN U.S. YOUTH E-CIGARETTE USE (2011-2018) NATIONAL YOUTH TOBACCO SURVEY – HIGH SCHOOL STUDENTS



CDC Vital Signs: Tobacco Product Use Among Middle and High School Students, 2019

Vaping Epidemic

The U.S. Surgeon General declared e-cigarette use among youth an epidemic in 2018



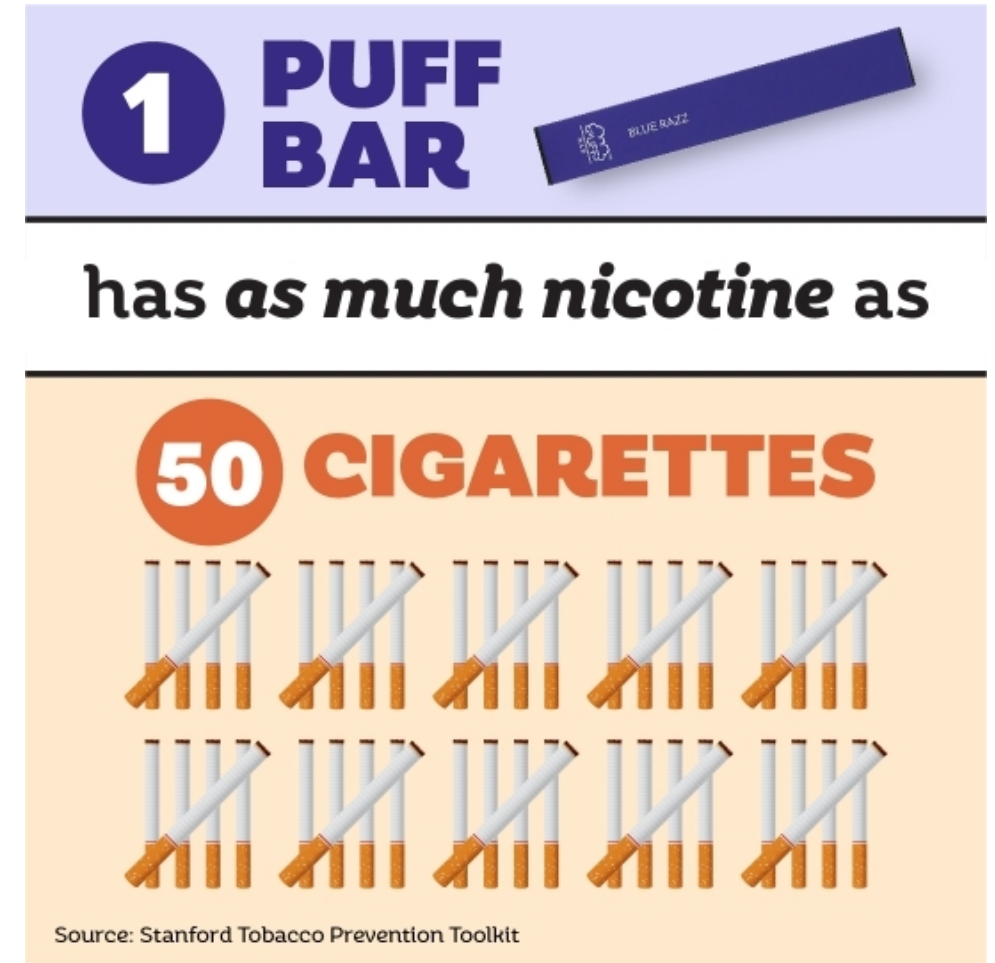
Common Vaping Myths



- **Not less harmful or addictive** than traditional cigarettes
- Almost all vaping devices **contain nicotine**
- Secondhand “smoke” is harmful
- Youth who use e-cigarettes are **more likely to smoke traditional cigarettes**

Nicotine

- 99% of e-cigarettes contain it
- Known to harm brain as it develops – specifically areas that control attention, mood, and impulse control



Secondhand “Smoke” from E-Cigarettes

- The aerosol can contain harmful and potentially harmful substances:
 - Nicotine
 - Ultrafine particles
 - Flavorings linked to serious lung disease
 - Cancer-causing chemicals
 - Heavy metals such as nickel, tin, and lead





Flavored Tobacco

- Appeals to children
- Masks harshness
- **80% of young people** who have ever used a tobacco product, started with a flavored product (CDPH)

Flavors Attract Kids

2009: Congress banned flavored cigarettes

- Considered “starter products”
- Products left out: menthol, smokeless tobacco, and e-liquids

Top reasons teens report trying e-cigarettes:

- Curiosity (54%)
- Appealing flavors (44%)
- Peer influences (32%)



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What is South El Monte Doing About the Epidemic?

- Tobacco Retail License (A)



1. Require **fee that covers enforcement** & compliance checks
2. Retailers must obtain license to sell tobacco & **renew annually**
3. Violations of local, state, or federal law is considered a violation of the license
4. Fines and penalties that **include suspension and revocation** of license

What Have Other Jurisdictions Done?

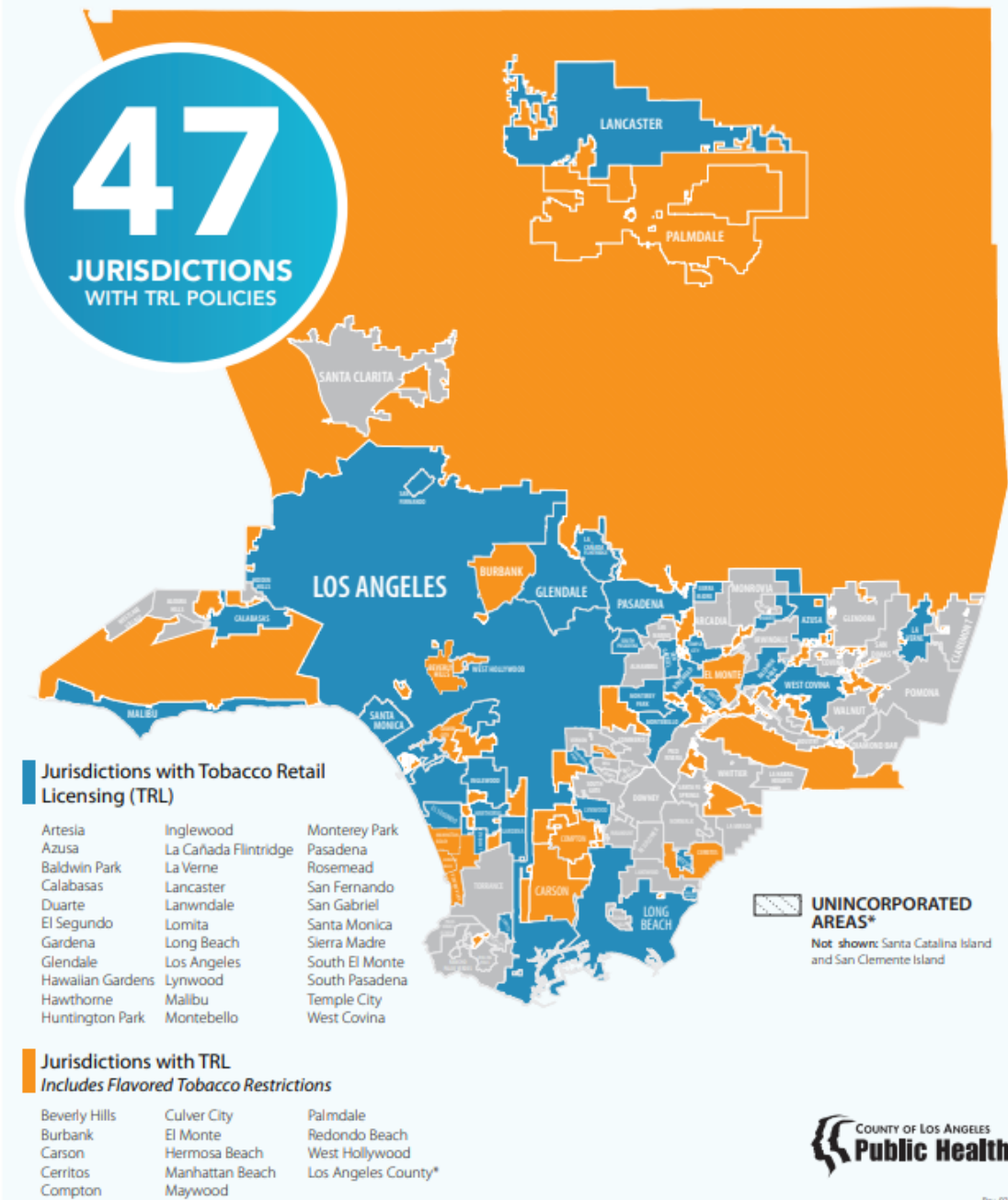
Federal Level:

- Apr 2021 FDA announced **intent to ban menthol cigarettes**
- To "**significantly reduce youth initiation**, increase the chances of smoking cessation among current smokers, and address health disparities"



LA County Policies

- Oct 2019 Unincorporated LA County restricted flavors, set minimum pack sizes, and prohibited sales in pharmacies
- Over 16 local jurisdictions restrict flavored tobacco including menthol





Questions?

Kimberly.Luna@lung.org



City Council Agenda Report

Agenda Item No. 4.d.

DATE: October 25, 2022

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, Interim City Manager

SUBMITTED BY: William Fox, Interim Finance Director

SUBJECT: Annual Update By State Auditor on the City of South El Monte's Financial Status

SUMMARY:

RECOMMENDED ACTION:

FISCAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

A. State Auditor Risk Assessment



City of Achievement



CITY OF SOUTH EL MONTE

State Auditor Annual Financial Risk Assessment Results

October 25, 2022

OVERVIEW

- **State Auditor Annual Risk Assessment**
- **Factors for Determining Financial Health**
- **Scoring Method Determining Financial Risk**
- **South El Monte Assessment Results**
- **Improvement Opportunities**
- **Comparison with Neighboring Cities**
- **Conclusions**

STATE AUDITOR ANNUAL ASSESSMENT

- California Government Code Section 8546.10 authorizes the State Auditor to establish an audit program to identify high-risk cities that have potential for fraud, waste, abuse or mismanagement.
- An annual risk assessment is performed to identify those cities with significant financial challenges. High risk cities are subject to receive a State audit that focuses on finances and operations.
- After the audit is complete all findings require a corrective action plan. Follow up with the State Auditor is done every six months until the corrections have been implemented.
- Audit results are posted on the State Auditor's website for the public to view the findings and the corrective action plans.



FACTORS EVALUATED BY STATE AUDITOR FOR FINANCIAL HEALTH



- **Financial Reserves** – Is there sufficient reserves to cover unexpected costs or shortfalls in revenue?



- **Debt Burden** – How is the city's level of debt compared to its income?



- **Cash Position/Liquidity** – Is the city able to pay its bills in the coming fiscal year?



- **Revenue Trends** – Is the City's revenue going down over time?



- **Retirement Obligations** – Does the City have the ability to pay the retirement benefits it has obligated to its employees?

DETERMINING FINANCIAL RISK

Risk Designation	Range of Points Assigned	Description of Assessment
High Risk	0 to 41.76	This designation means a city has significant risk of experiencing fiscal distress.
Moderate Risk	41.77 to 71.23	This designation means that a city has some risk of experiencing fiscal distress.
Low Risk	71.24 to 100	This designation indicates that a city has low risk of experiencing fiscal distress.

- South El Monte scored 75.70 out of 100 possible points. This represents an overall Low Risk of experiencing financial distress. This is the overall top category.
- The assessment results did include two financial indicators with Moderate Risk and one with High Risk. Solutions addressing these three factors have been assessed.
- South El Monte ranked 208 among 430 cities assessed.
- 57 additional cities did not provide requested information to the State Auditor and were not included in the survey. This places them at high risk with the State Auditor.

SOUTH EL MONTE SCORECARD OF TEN KEY FINANCIAL INDICATORS

Key Financial Indicators	Total Possible Points	South El Monte
1. General Fund Reserves	30.00	16.97
2. Debt Burden	15.00	15.00
3. Liquidity	10.00	10.00
4. Revenue Trends	5.00	3.25
5. Pension Obligations	10.00	8.88
6. Pension Funding	5.00	4.10
7. Pension Costs	5.00	4.17
8. Future Pension Costs	5.00	3.33
9. OPEB Obligations	10.00	10.00
10. OPEB Funding	5.00	0.00
Scoring Totals	100.00	75.70

SOUTH EL MONTE SCORECARD

THREE YEAR TRENDING

Key Financial Indicators	Total Possible Points	FY 2020-21	FY 2019-20	FY 2018-19
1. General Fund Reserves	30.00	16.97	15.79	7.20
2. Debt Burden	15.00	15.00	15.00	15.00
3. Liquidity	10.00	10.00	10.00	6.90
4. Revenue Trends	5.00	3.25	3.63	3.00
5. Pension Obligations	10.00	8.88	8.72	8.96
6. Pension Funding	5.00	4.10	3.55	3.65
7. Pension Costs	5.00	4.17	3.89	3.89
8. Future Pension Costs	5.00	3.33	3.33	3.33
9. OPEB Obligations	10.00	10.00	10.00	10.00
10. OPEB Funding	5.00	0.00	0.00	0.00
Scoring Totals	100.00	75.70	73.91	61.93 ₇

KEY FINANCIAL INDICATORS WHERE IMPROVEMENT CAN BE ACHIEVED

4. Revenue Trends – Moderate Risk

Benchmark: City's General Fund revenues are increasing modestly and should be sufficient to cover additional costs without sacrificing service levels.

Condition: The City has taken actions not reflected in benchmarking study due to timing of completion.

Solution #1: In November 2020, Measure ES providing an additional \$1 million of sales tax revenue was voter approved and now implemented.

Solution #2: User Fee Study commissioned is nearing finalization. Will provide some additional revenue.

Solution #3: Business License Tax. Current fees are less than surrounding jurisdictions. An increase may require voter approval and is going to be reviewed by City Staff. Council will be briefed on the results.



KEY FINANCIAL INDICATORS WHERE IMPROVEMENT CAN BE ACHIEVED

8. Future Pension Costs - Moderate Risk

Benchmark: The financial burden of the City's actuarially determined pension contributions is compared to the present level of revenue. The impact of increasing pension costs over the last 5 years is then compared to revenue to determine extent of this impact on funding other critical City services. Low risk reflects less than 6% of City costs go towards pension obligations.

Condition: Currently 9% of the City's revenues are committed to employee pension obligations. This exceeds the 6% requirement to be low risk.

Solution: The issuance of Pension Obligation Bonds will lower the interest expense paid on pensions and has been implemented. Also increased revenues from Measure ES and Fees for Services study will provide additional revenue to help pay down pension debt.



KEY FINANCIAL INDICATORS WHERE IMPROVEMENT CAN BE ACHIEVED

10. OPEB Funding – High Risk

Benchmark: The performance indicator is to assess the magnitude of a city's Other Post Employment Benefits (OPEB) obligations to employees. This is done by comparing the unfunded OPEB liability to the revenues the city collects. A city with a significant unfunded OPEB liability will have to make larger payments in the future to fund the obligations, which may strain the ability to provide services to residents.

Condition: The City's OPEB obligation to employees is \$1.9 million. This is an unfunded liability since the OPEB Plan was not funded. The State Auditor assessed this as high risk.

Solution: The City has addressed this matter and is now complete. An IRS Section 115 Trust dedicated to prefunding OPEB for eligible employees was completed and fully funded. This was not reflected in the survey results as implementation was after the reporting period.



Retiree Health Care

COMPARISON OF NEIGHBORING CITIES & SOUTH EL MONTE

City	Risk Rating	State Ranking Best to Worst	Total Points
Rosemead	Low	405	93.91
La Puente	Low	337	87.93
Temple City	Low	304	85.31
Pico Rivera	Low	284	83.53
South El Monte	Low	208	75.70
Covina	Moderate	135	68.05
El Monte	Moderate	50	56.80
Monrovia	Moderate	36	53.42
Monterey Park	Moderate	31	53.07
West Covina	Moderate	14	47.35
San Gabriel	High	3	33.54
Total Average	Moderate	164	64.10

CONCLUSION

- The latest assessment results reflect an overall favorable outcome and slight improvement over the prior year.
 - An overall Low Risk rating was achieved
 - Ranked scored 208 among 430 cities
 - Assessed favorably with neighboring cities
- Scores on 7 out of 10 benchmarks received a favorable Low Risk rating. Improvement opportunities exist in the other 3 benchmark categories.
 - Two benchmarks were scored as Moderate Risk
 - One benchmark was scored as High Risk
 - The City has developed solutions or has already completed initiatives to address Moderate Risk and High Risk categories.



City Council Agenda Report

Agenda Item No. 4.e.

DATE: October 25, 2022

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, Interim City Manager

SUBMITTED BY: Rene Salas, Interim City Manager

SUBJECT: Sheriff's Department Report for the Month of September

SUMMARY:

RECOMMENDED ACTION:

FISCAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

A. Presentation

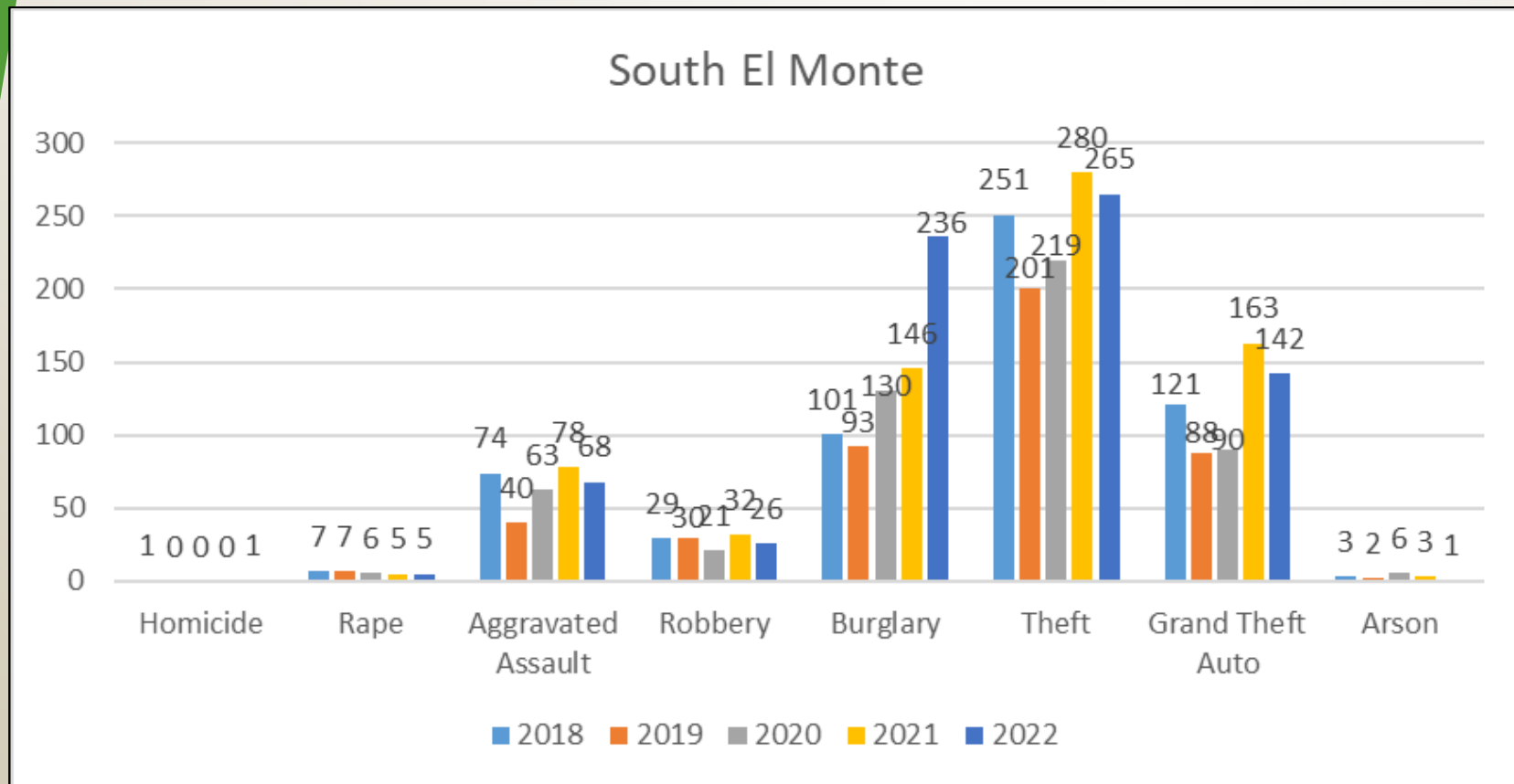
South El Monte September 2022

Crime Statistics



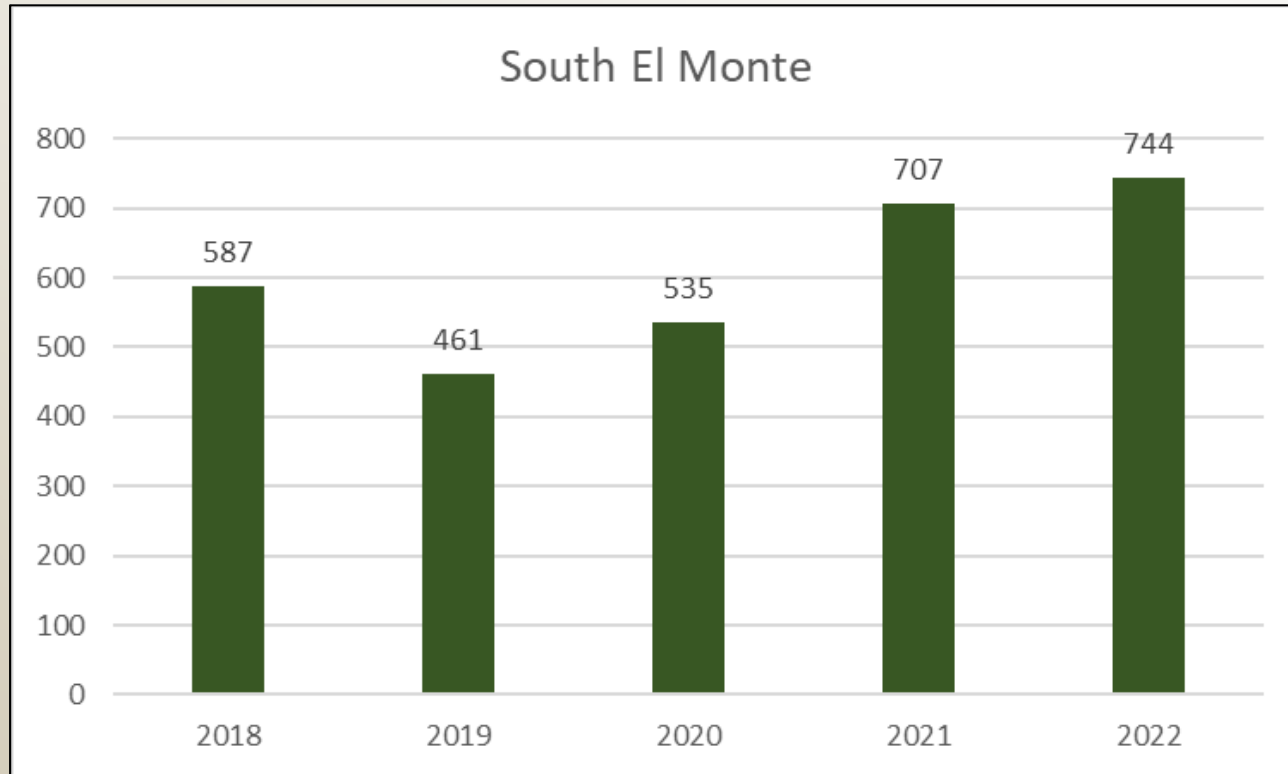
South El Monte

Part I Crime Statistics – September 2022



South El Monte

Part I Crime Statistics – September 2022



South El Monte

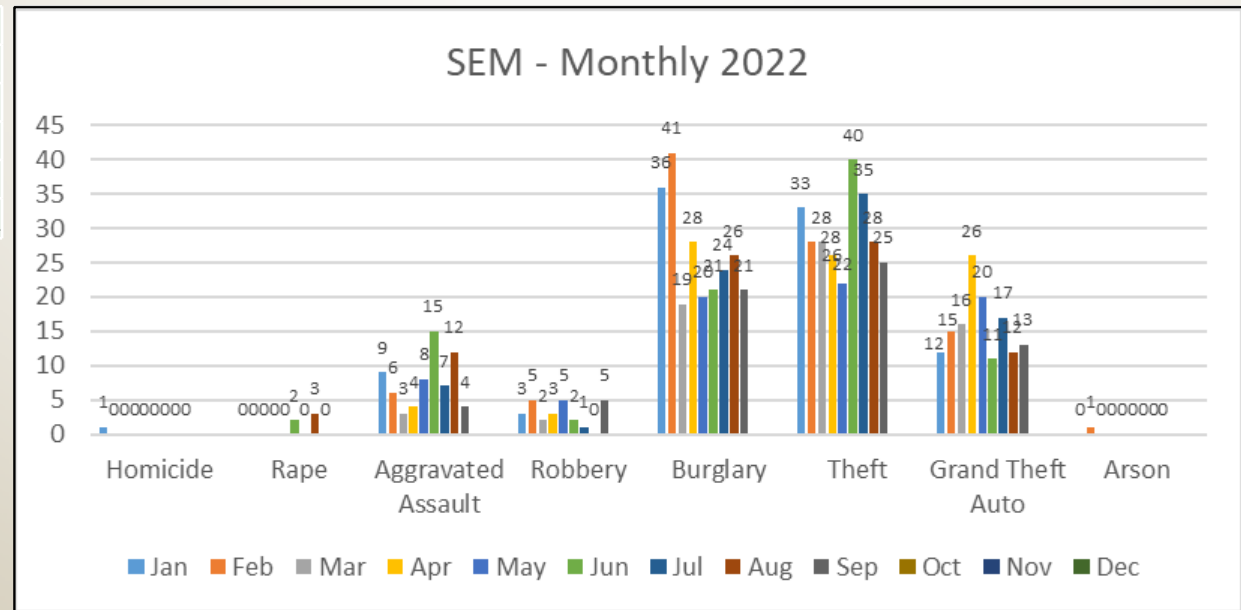
Part I Crime Statistics – Monthly Breakdown 2022 & Arrests

South El Monte	January	February	March	April	May	June	July	August	September	October	November	December	Total
Homicide	1	0	0	0	0	0	0	0	0				1
Rape	0	0	0	0	0	2	0	3	0				5
Aggravated Assault	9	6	3	4	8	15	7	12	4				68
Robbery	3	5	2	3	5	2	1	0	5				26
Burglary	36	41	19	28	20	21	24	26	21				236
Theft	33	28	28	26	22	40	35	28	25				265
Grand Theft Auto	12	15	16	26	20	11	17	12	13				142
Arson	0	1	0	0	0	0	0	0	0				1
Total	94	96	68	87	75	91	84	81	68	0	0	0	744

South El Monte	
Res Burg	13
Other Burg	223
Petty Theft	55
Grand Theft	109
Theft from Vehicle	101

YTD 9/30

SEM	2021	2022
Arrests	1238	910





City Council Agenda Report

Agenda Item No. 4.f.

DATE: October 25, 2022

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, Interim City Manager

SUBMITTED BY: Colby Cataldi, Community Development Director

SUBJECT: Code Enforcement and Public Safety Department Report for the Month of September 2022

SUMMARY:

RECOMMENDED ACTION:

FISCAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

A. Presentation

City of South El Monte

Public Safety Report

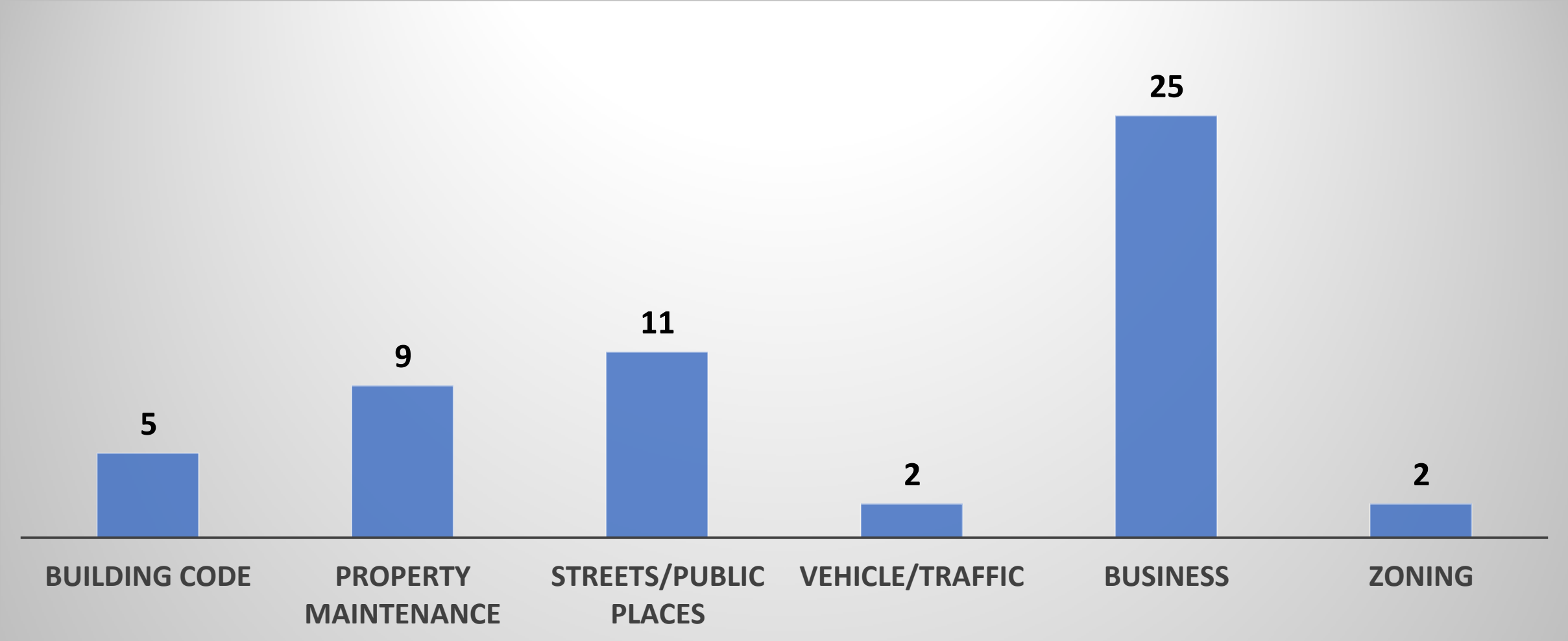


September 2022 Recap

Colby Cataldi, Director
Community Development/Public Works

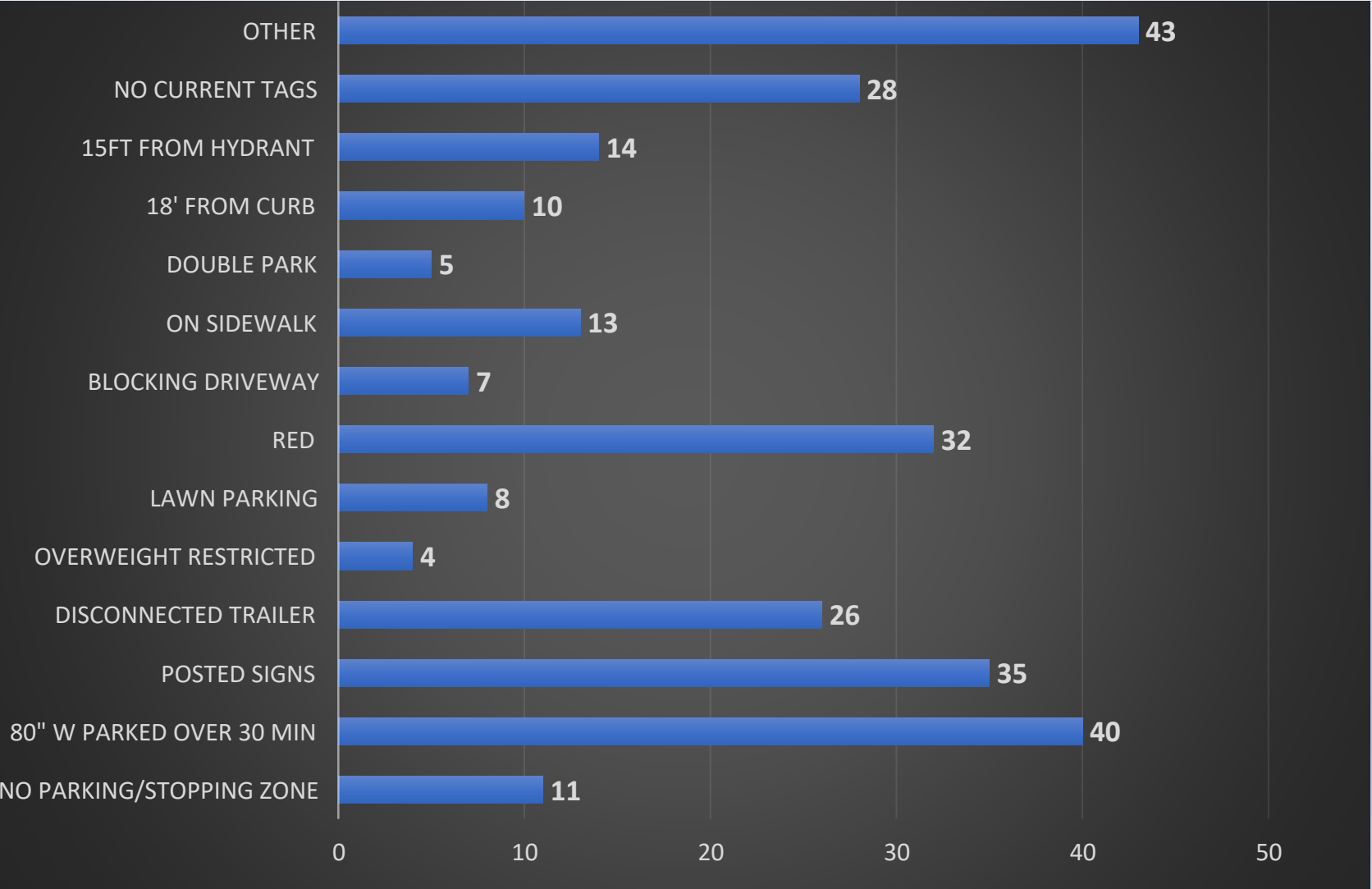
Code Cases by Location

SEPTEMBER – 54



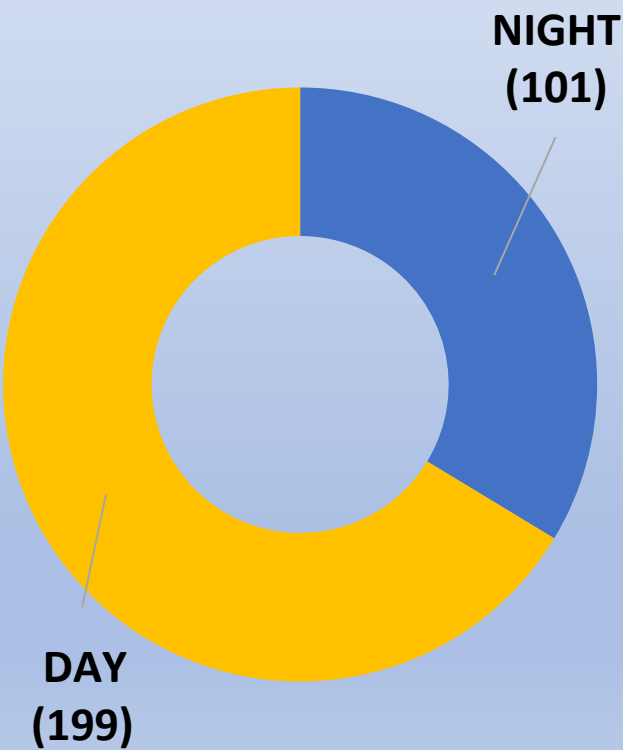
Parking Citations

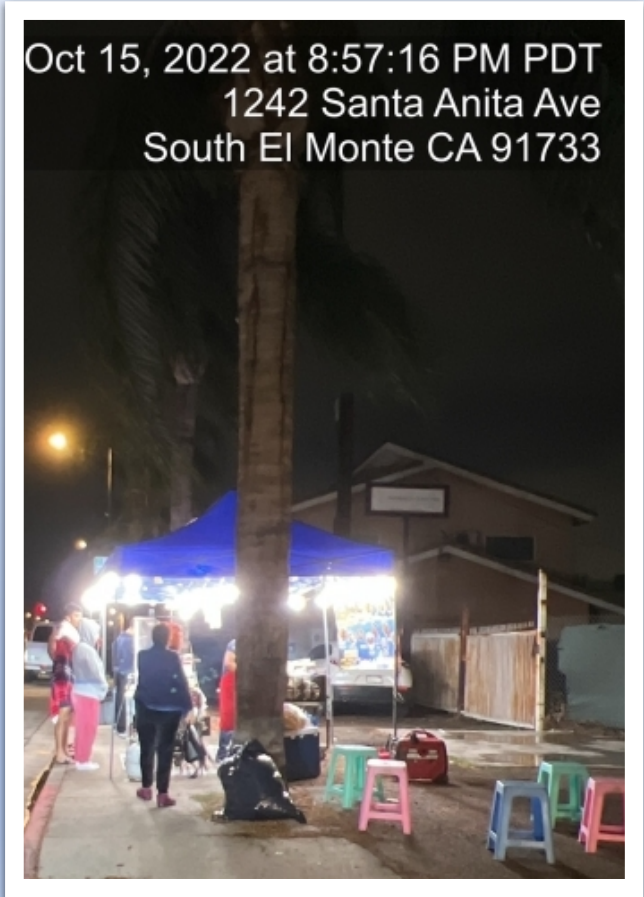
SEPTEMBER – 486



STREET SWEEPING

SEPT – 300







City Council Agenda Report

Agenda Item No. 7.a.

DATE: October 25, 2022

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, Interim City Manager

SUBMITTED BY: Donna Schwartz, City Clerk

SUBJECT: CONSIDERATION AND APPROVAL OF THE REGULAR CITY COUNCIL MEETING MINUTES FOR OCTOBER 11, 2022

SUMMARY: Staff is requesting approval of Minutes for the October 11, 2022 Regular City Council Meeting.

RECOMMENDED ACTION: Staff recommends City Council approve the Minutes of the Regular City Council Meeting of October 11, 2022.

FISCAL IMPACT: None.

DISCUSSION: None.

ATTACHMENT(S):

A. Minutes

**CITY OF SOUTH EL MONTE
REGULAR CITY COUNCIL MEETING MINUTES
TUESDAY, OCTOBER 11, 2022 - 6:00 PM**

1. ROLL CALL

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

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

ABSENT: Councilmember(s): Delgado

STAFF PRESENT: Rene Salas, Interim City Manager; Anthony R. Taylor, City Attorney; Donna G. Schwartz, City Clerk; Colby Cataldi, Community Development Director; William Fox, Interim Finance Director; and Paola Lara, Deputy City Clerk.

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

2. PLEDGE OF ALLEGIANCE – Mayor Pro Tem Manuel Acosta led the Pledge of Allegiance

At 6:03 p.m., Councilmember Delgado joined the meeting (via zoom).

3. INVOCATION – Pastor Don Antelo, Calvary Chapel of South El Monte, offered the Invocation.

Mayor Olmos announced there were two Proclamations to be added to the agenda: Proclamation Proclaiming the Month of October as Domestic Violence Month and Proclamation Proclaiming the Month of October as Breast Cancer Awareness Month.

City Attorney Anthony R. Taylor announced for Item 7.e., there was an amendment to Appendix A of Resolution No. 22-83, copies were distributed to City Council and were available for the public.

4. PRESENTATIONS

PROCLAMATIONS ADDED TO THE AGENDA

Mayor Olmos read a proclamation proclaiming the month of October 2022 as Domestic Violence month.

Mayor Olmos read a proclamation proclaiming the month of October 2022 as Breast Cancer Awareness month.

- 4.a.** Interim Finance Director William Fox introduced Nicole Kissam and Lauren Guido, NBS Government Finance Group, who presented a PowerPoint on Results of the User Fee Study (via zoom).

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

A motion was made by Mayor Pro Tem Acosta, seconded by Councilmember Angel to approve the agenda. 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.

1. Edward Saucedo, South El Monte Resident, suggested the city have a “Ben Lira Day”, money be allocated to assist the Sheriff’s Deputies patrolling the city, and voiced concern with the city surveying all new construction projects and street islands and their landscaping costs.

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

7. CONSENT CALENDAR

A motion was made by Councilmember Angel, seconded by Mayor Pro Tem Acosta to approve the Consent Calendar with the amendments made to Item 7.e., Appendix A of Resolution No. 22-83. 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 September 27, 2022.

- 7.b.** Adopted Resolution No. 22-81, authorizing payment of City expenditures for the period of September 28, 2022 through October 11, 2022 totaling \$1,249,491.68.

- 7.c.** Adopted Resolution No. 22-82, 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 from October 11, 2022 through November 9, 2022.

7.d. Approved City Council “go dark” on Tuesday, November 22, 2022, and Tuesday, December 27, 2022, due to the Thanksgiving and Christmas holidays.

7.e. Adopted Resolution No. 22-83, as amended, amending the Conflict of Interest Code and repealing Resolution No. 20-95.

8. PUBLIC HEARINGS - None

9. GENERAL BUSINESS

9.a. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 22-84, AWARDED A COOPERATIVE PURCHASING AGREEMENT TO GAMETIME - PLAYCORE WISCONSIN, INC. - FOR THE PURCHASE AND INSTALLATION OF NEW PLAYGROUND EQUIPMENT AND RUBBERIZED SAFETY SURFACING AT NEW TEMPLE AND MARY VAN DYKE PARKS

Mayor Olmos announced the item.

Community Development Director Colby Cataldi provided the staff report.

A motion was made by Mayor Pro Tem Acosta, seconded by Councilmember Retamoza to:

1. Adopt Resolution No. 22-84, awarding a cooperative purchasing agreement to Gametime - Playcore Wisconsin, Inc. for the purchase and installation of new playground equipment and safety surfacing at New Temple and at Mary Van Dyke parks, with the amendment to include Shively Park and the Mini Center, in the amount of \$423,908.36;

2. Approve the use of \$159,000.00 of Quimby Act funds; and

3. Approve the overall project budget of \$455,104.00.

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

10. COMMITTEE REPORTS, INCLUDING AB 1234 REPORTS

Mayor Pro Tem Acosta announced his attendance at the California Contract Cities Fall Educational Summit.

Councilmember Retamoza announced her attendance at the Epiphany Car Show.

Councilmember Delgado announced his attendance at the Epiphany Car Show.

Councilmember Angel announced his attendance at the California Contract Cities Fall Educational Summit, Epiphany Car Show, and the Brewers Cancer Awareness Basketball Tournament.

Mayor Olmos announced her attendance at the California Contract Cities Fall Educational Summit, JPIA Conference, and Epiphany Car Show.

Mayor Olmos directed the City Manager to look into bringing CERT classes to the City.

11. CORRESPONDENCE: None

12. COUNCILMEMBERS' AGENDA:

12.a. Councilmember Richard Angel

1. Consideration of Establishing Dog Park at the Kruse Feed Property Location.

Councilmember Angel recommended opening a temporary dog park at the Kruse property as he has received several requests from residents. Mayor Olmos recommended opening a permanent big dog park and small dog park in the grass area next to the tennis court by the Community Center.

Community Development Director Colby Cataldi presented a map outlining the possible location for a big dog park and small dog park by the tennis court.

Staff was directed to bring back a staff report at a future City Council meeting with additional details for this item.

13. CLOSED SESSION – None

14. ADJOURNMENT

There being no further business coming before this body, at 6:53 p.m. Mayor Olmos adjourned the meeting to Tuesday, October 25, 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: October 25, 2022

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, Interim City Manager

SUBMITTED BY: William Fox, Interim Finance Director

SUBJECT: CONSIDERATION AND APPROVAL OF RESOLUTION NO. 22-85, APPROVING WARRANTS FOR THE PERIOD OF OCTOBER 12, 2022 THROUGH OCTOBER 25, 2022

SUMMARY: Authorizing payment of City expenditures for the period of October 12, 2022, through October 25, 2022 totaling \$416,743.12.

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 22-85, authorizing payment of City expenditures.

FISCAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

- A. Resolution No. 22-85
- B. Warrants

ATTACHMENT A

RESOLUTION NO. 22-85

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL
ALLOWING CERTAIN CLAIMS AND DEMANDS FOR THE
PERIOD OF OCTOBER 12, 2022, THROUGH OCTOBER 25,
2022, TOTALING \$416,743.12.

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 22/23	Electronic Warrants	10/12/2022-10/25/22	DFT0000342-351	\$77,122.52
FY 22/23	Regular Warrants	10/12/2022-10/25/22	11122-11186	\$206,675.56
Payroll	Manual Check	PPE 10/15/2022	1204-1208	\$2,503.33
Payroll	Check	PPE 10/15/2022	1209-1221	\$14,450.98
Payroll	Direct Deposit	PPE 10/15/2022	2555-2641	\$115,990.73

TOTAL EXPENDITURES RESOLUTION NO. 22-85 \$416,743.12

PASSED, APPROVED, AND ADOPTED this 25th day of October 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. 22-85, 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 25th day of October 2022, and that said Resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donna G. Schwartz, City Clerk

ATTACHMENT B



South El Monte, CA

Warrant Register

Council Meeting 10/25/22

Account Number	Vendor Name	Payment Number	Payment Date	Description (Item)	Amount
37.0900.9010.5215	ALTA PLANNING + DESIGN, INC.	11122	10/06/2022	MEASURE M/ LOCAL MATCH 11.47% #237	1969.25
37.0900.9010.5215	ALTA PLANNING + DESIGN, INC.	11122	10/06/2022	MEASURE M/ 10% RETENTION #237	-196.92
68.0900.9010.5215	ALTA PLANNING + DESIGN, INC.	11122	10/06/2022	DOT-CALTRANS/ 10% RETENTION % #237	-1519.94
68.0900.9010.5215	ALTA PLANNING + DESIGN, INC.	11122	10/06/2022	DOT-CALTRANS/ 88.53% #237	15199.43
01.0170.1730.5705	SO CAL GAS	11123	10/06/2022	8/31-9/30 1415 SANTA ANITA	141.57
01.0170.1730.5705	SO CAL GAS	11123	10/06/2022	8/17-9/16 1450 LIDCOMBE	144.74
01.0170.1730.5705	SO CAL GAS	11123	10/06/2022	8/17-9/16 1500 CENTRAL	1428.52
01.0170.1730.5705	SO CAL GAS	11123	10/06/2022	8/17-9/16 1530 CENTRAL	157.8
01.0170.1730.5705	SO CAL GAS	11123	10/06/2022	8/17-9/16 1556 CENTRAL	294.26
01.0170.1730.5705	SO CAL GAS	11123	10/06/2022	8/17-9/16 1824 CENTRAL	103.67
01.0170.1730.5705	SO CAL GAS	11123	10/06/2022	8/17-9/16 1900 CENTRAL	47.39
01.0170.1020.5020	MACLOVIO BERUMEN	11126	10/12/2022	7/16/22-9/3/22 CALPERS REIMB	1279.14
01.0000.0000.2230	NATIONWIDE RETIREMENT SOLUTIONS	11127	10/12/2022	PPE: 10/01/22 DEFERRED COMP	6690
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	11128	10/12/2022	8/11-9/13 2022 N CENTRAL	122.67
45.0900.9000.5555	ACOSTA GROWERS, INC.	11129	10/12/2022	STREET TREES	255.5
45.0900.9000.5555	ACOSTA GROWERS, INC.	11129	10/12/2022	STREET TREES	551.25
45.0900.9000.5555	ACOSTA GROWERS, INC.	11129	10/12/2022	STREET TREES	441
37.0900.9010.5215	ALTA PLANNING + DESIGN, INC.	11130	10/17/2022	SEP'22 TASK 1.3/2.2/2.4/3.1-3.3 #237	1174.79
37.0900.9010.5215	ALTA PLANNING + DESIGN, INC.	11130	10/17/2022	SEP'22 TASK 1.3/2.2/2.4/3.1-3.3 #237 RETENTION	-117.48
68.0900.9010.5215	ALTA PLANNING + DESIGN, INC.	11130	10/17/2022	SEP'22 TASK 1.3/2.2/2.4/3.1-3.3 #237	9067.46
68.0900.9010.5215	ALTA PLANNING + DESIGN, INC.	11130	10/17/2022	SEP'22 TASK 1.3/2.2/2.4/3.1-3.3 #237 RETENTION	-906.75
01.0151.1543.5952	MARIA PAYAN	11131	10/17/2022	18 DOZEN TAMALES-WALK TO END DV	432
02.0170.1760.5540	APMFG FABRICATORS INC.	11132	10/19/2022	FINAL PMT BUS SHELTER	12252.52
01.0170.1020.5956	BELLA SANCHEZ	11133	10/19/2022	HATS FOR SUN	1158.3
01.0170.1020.5956	FRANK HUERTA	11134	10/19/2022	UNIFORM PAY (TAXES OWED SINCE 2008)	1056.21
01.0170.1020.5956	FRANK M. MEDINA	11135	10/19/2022	UNIFORM PAY (TAXES OWED SINCE 2008)	1071.47
01.0130.1330.5215	ADVANCED MICROCOMPUTING CONCEPTS,INC	11136	10/20/2022	SEP'22 CLOUD SVCS #505	750
01.0130.1330.5215	ADVANCED MICROCOMPUTING CONCEPTS,INC	11136	10/20/2022	SEP'22 OFFICE 365	3750
01.0130.1330.5215	ADVANCED MICROCOMPUTING CONCEPTS,INC	11136	10/20/2022	SEP'22 MANAGED SVCS	11610
01.0130.1330.6015	ADVANCED MICROCOMPUTING CONCEPTS,INC	11136	10/20/2022	REPLACEMENT COMPUTER- ANGEL R	2138.94
01.0130.1330.5215	ADVANCED MICROCOMPUTING CONCEPTS,INC	11136	10/20/2022	OCT'22 MANAGED SVCS	11958.3
01.0130.1330.5215	ADVANCED MICROCOMPUTING CONCEPTS,INC	11136	10/20/2022	OCT'22 CLOUD SVCS #505	750
01.0130.1330.5215	ADVANCED MICROCOMPUTING CONCEPTS,INC	11136	10/20/2022	OCT'22 OFFICE 365	3750
01.0100.1030.5215	ALESHIRE & WYNDER, LLP	11137	10/20/2022	JAN'22 COVID LEGAL SVCS #505	1089.6
01.0150.1530.5406	AMAZON CAPITAL SERVICES, INC	11138	10/20/2022	NOV'22 CRAFT SUP	58.74
01.0110.1170.5956	AMAZON CAPITAL SERVICES, INC	11138	10/20/2022	CROSSING GUARD UNIFORM	40.22
01.0170.1020.5406	AMAZON CAPITAL SERVICES, INC	11138	10/20/2022	IPHONE CASE/PROTECTORS-PW	39.66
01.0170.1020.5406	AMAZON CAPITAL SERVICES, INC	11138	10/20/2022	HAND SANITIZERS	46.31
01.0160.1620.5520	AMAZON CAPITAL SERVICES, INC	11138	10/20/2022	RETURN TOWEL DISPENSOR	-91.86
01.0130.1310.5406	AMAZON CAPITAL SERVICES, INC	11138	10/20/2022	FILE FOLDER TABS/LABELS	22.8
01.0150.1540.5431	AMAZON CAPITAL SERVICES, INC	11138	10/20/2022	AFTER SCHOOL PRGM SUP	121.96
01.0150.1530.5952	AMAZON CAPITAL SERVICES, INC	11138	10/20/2022	HALLOWEEN PLACEMATTS-LUNCHEON	63.78
01.0170.1020.5406	AMAZON CAPITAL SERVICES, INC	11138	10/20/2022	STORAGE CABINET	230.19
01.0100.1050.5936	ANDREW MADERA	11139	10/20/2022	1ST YEAR BOOT ALLOWANCE	197.98
01.0150.1540.5431	AQUA PURE DRINKING WATER	11140	10/20/2022	OCT'SS DRINK'G WATER-POOL/MC	22.94
01.0170.1020.5956	ARAMARK UNIFORM SERVICES, INC	11141	10/20/2022	UNIFORM JACKETS	171.98
01.0151.1546.5406	ARIANA DE LA CRUZ	11142	10/20/2022	CHRISTMAS WISH TOY GIVEAWAY SUP	284.69
01.0130.1330.5215	AT&T	11143	10/20/2022	8/28-9/27 BAN 1034753	27.48
01.0130.1330.5215	AT&T	11143	10/20/2022	9/2-10/1 BAN 1034750	28.03
01.0130.1330.5215	AT&T	11143	10/20/2022	9/6-10/5 BAN 1034754	27.48
01.0130.1330.5215	AT&T	11143	10/20/2022	9/7-10/6 BAN 1034746	27.48
01.0130.1330.5215	AT&T	11143	10/20/2022	9/7-10/6 BAN 1034747	28.03
01.0130.1330.5215	AT&T	11143	10/20/2022	9/7-10/6 BAN 1034748	27.48
01.0130.1330.5215	AT&T	11143	10/20/2022	9/7-10/6 BAN 1034751	30.68
01.0130.1330.5215	AT&T	11143	10/20/2022	9/10-10/9 BAN 1051741	436.25
01.0170.1770.5525	AUTOZONE	11144	10/20/2022	#95 ENGINE OIL SVCS	58.32
01.0151.1543.5952	BMI	11145	10/20/2022	10/1-9/30/23 RENEW MUSIC LICENSE	391
01.0140.1440.5215	BUREAU VERITAS NORTH AMERICAN INC.	11146	10/20/2022	AUG'22 BUSINESS LIC INSP	880
01.0130.1330.5215	CALIFORNIA COMMUNICATION	11147	10/20/2022	ETHERNET CABLE-BASEMENT CHALL	550
01.0120.1210.5919	CALIFORNIA NEWSPAPERS PARTNERSHIP	11148	10/20/2022	9/1-9/30/22 PUBLISHING NOTICES/ SGVT	278.01
01.0120.1210.5919	CALIFORNIA NEWSPAPERS PARTNERSHIP	11148	10/20/2022	9/1-9/30/22 PUBLISHING NOTICES/ SGVT	275.92
01.0100.1040.5922	CAPIO	11149	10/20/2022	10/12 WEBINAR/TRAINING	30
01.0100.1040.5922	CAPIO	11149	10/20/2022	10/19 WEBINAR/TRAINING	25
01.0100.1020.5932	CHARTER COMMUNICATIONS	11150	10/20/2022	10/7-11/6 CABLE SVCS	140.07
01.0150.1510.5204	DAVID MAI	11151	10/20/2022	OCT' 22 COMM SVC COMMISSION MTG	100
01.0160.1610.5520	DDC ELECTRIC SUPPLY, INC.	11152	10/20/2022	ELECTRICAL SUP-BOXING GYM LIGHTS	75.96
01.0100.1050.5936	DEPT. OF JUSTICE-ACCOUNTING OFFICE	11153	10/20/2022	NEW EMPLOYEE FINGERPRINT	96
06.0300.3010.5430	DRIFTWOOD DAIRY, INC	11154	10/20/2022	FOOD SUPPLIES FOR CI & CII PRGM	175.13
06.0300.3020.5430	DRIFTWOOD DAIRY, INC	11154	10/20/2022	FOOD SUPPLIES FOR CI & CII PRGM	19.45
06.0300.3010.5430	DRIFTWOOD DAIRY, INC	11154	10/20/2022	FOOD SUPPLIES FOR CI & CII PRGM	198.84
06.0300.3020.5430	DRIFTWOOD DAIRY, INC	11154	10/20/2022	FOOD SUPPLIES FOR CI & CII PRGM	22.09
06.0300.3010.5430	DRIFTWOOD DAIRY, INC	11154	10/20/2022	FOOD SUPPLIES FOR CI & CII PRGM	47.43

06.0300.3020.5430	DRIFTWOOD DAIRY, INC	11154	10/20/2022	FOOD SUPPLIES FOR CI & CII PRGM	5.27
06.0300.3010.5430	DRIFTWOOD DAIRY, INC	11154	10/20/2022	FOOD SUPPLIES FOR CI & CII PRGM	186.46
06.0300.3020.5430	DRIFTWOOD DAIRY, INC	11154	10/20/2022	FOOD SUPPLIES FOR CI & CII PRGM	20.71
01.0150.1540.5406	EL MONTE PRINTING	11155	10/20/2022	CITY BUS CARDS-JAYSON/ARIANA	80
01.0151.1546.5406	EL MONTE PRINTING	11155	10/20/2022	ENVELOPES FOR TOY DRIVE	366.51
01.0170.1710.5406	EL MONTE PRINTING	11155	10/20/2022	CITY HALL ENVELOPES	1030.84
01.0100.1040.5922	EPIPHANY CATHOLIC SCHOOL	11156	10/20/2022	SPONSORSHIP-OKTOBERFEST CAR SHOW	500
01.0160.1640.5520	EWING IRRIGATION	11157	10/20/2022	IRRIGATION REPAIRS-POOL	492.3
01.0160.1660.5520	EWING IRRIGATION	11157	10/20/2022	IRRIGATION REPAIRS SUP-SHIVELY	394.98
01.0170.1740.5962	GARVEY EQUIPMENT COMPANY	11158	10/20/2022	NEW HANDBLOWER-FACILITIES	246.96
01.0170.1750.5962	GARVEY EQUIPMENT COMPANY	11158	10/20/2022	3 HEDGE TRIMMERS/4 BLADES/1 HEAD ASM	1801.39
01.0150.1510.5204	GERARDO DIAZ	11159	10/20/2022	OCT'22 COMM SVC COMMISSION MTG	100
01.0160.1610.5520	GRANT'S TRUE VALUE HARDWARE	11160	10/20/2022	DRILL BIT/LOCK BIT HOLDER/SPADE BIT-GYM	34.73
01.0170.1710.5520	GRANT'S TRUE VALUE HARDWARE	11160	10/20/2022	KEYS FOR CHALL GARAGE	9.67
01.0170.1720.5520	GRANT'S TRUE VALUE HARDWARE	11160	10/20/2022	KEYS FOR STREETS AREA	17.6
01.0160.1610.5520	GRANT'S TRUE VALUE HARDWARE	11160	10/20/2022	3/8 HOLE SAW & 3/8 HOLE MANDREL	68.18
01.0160.1620.5520	GRANT'S TRUE VALUE HARDWARE	11160	10/20/2022	TOOL SUP TO REPAIR MONEY BOX	34.74
01.0160.1660.5520	GRANT'S TRUE VALUE HARDWARE	11160	10/20/2022	GALV SCREWS-SHIVELY	7.22
01.0160.1610.5520	GRANT'S TRUE VALUE HARDWARE	11160	10/20/2022	CLAMP CONNECTORS-GYM	9.67
01.0160.1610.5520	GRANT'S TRUE VALUE HARDWARE	11160	10/20/2022	BIT HOLDER/NAIL STRIKE BIT-GYM	26.93
01.0160.1660.5520	GRANT'S TRUE VALUE HARDWARE	11160	10/20/2022	SUP TO REPAIR URINAL PLUMPING	62.94
01.0160.1660.5520	GRANT'S TRUE VALUE HARDWARE	11160	10/20/2022	SUP TO REPAIR RSTRM-SHIVELY	28.36
01.0160.1620.5520	GRANT'S TRUE VALUE HARDWARE	11160	10/20/2022	BUG ZAPPERS/ SCTR	62.84
01.0170.1720.5520	GRANT'S TRUE VALUE HARDWARE	11160	10/20/2022	KEY STORAGE/ YARD	61.59
01.0160.1630.5520	GRANT'S TRUE VALUE HARDWARE	11160	10/20/2022	SLOWDOWN SIGNS-MCTR	37.38
01.0160.1650.5520	GRANT'S TRUE VALUE HARDWARE	11160	10/20/2022	NTP DRINK'G FOUNTAIN PARTS	18.89
01.0160.1620.5520	GRANT'S TRUE VALUE HARDWARE	11160	10/20/2022	POCKET SCREWDRIVER-THERMOSTATS	7.68
01.0160.1640.5520	HASA INC.	11161	10/20/2022	10/3 CHEMICAL DELIVERY	422.92
01.0160.1640.5520	HASA INC.	11161	10/20/2022	10/4 CHEMICAL DELIVERY	319.13
01.0150.1510.5204	HORTENCIA VASQUEZ	11162	10/20/2022	OCT'22 COM SVC COMMISSION MTG	100
06.0300.3010.5215	HUNTINGTON CULINARY	11163	10/20/2022	9/19-9/23 CI & CII NUTR PRGM	3306.25
06.0300.3020.5215	HUNTINGTON CULINARY	11163	10/20/2022	9/19-9/23 CI & CII NUTR PRGM	302.5
06.0300.3010.5215	HUNTINGTON CULINARY	11163	10/20/2022	9/26-9/30 CI & CII NUTR PRGM	3536.25
06.0300.3020.5215	HUNTINGTON CULINARY	11163	10/20/2022	9/26-9/30 CI & CII NUTR PRGM	302.5
01.0150.1510.5204	INGRID AGUILAR	11164	10/20/2022	OCT' 22 COM SVS COMMISSION MTG	100
01.0160.1610.5520	INNER-COOL CORP	11165	10/20/2022	A/C REPAIRS-CCTR	815.52
01.0110.1170.5956	JCL TRAFFIC SERVICES	11166	10/20/2022	CROSSING GUARD STOP SIGNS	143.28
01.0170.1475.5215	JOHN L. HUNTER AND ASSOCIATES, INC.	11167	10/20/2022	JUL'22 INDUST WASTE SVCS	3605
01.0170.1475.5215	JOHN L. HUNTER AND ASSOCIATES, INC.	11167	10/20/2022	JUL'22 NPDES SVCS	3289.25
01.0170.1475.5215	JOHN L. HUNTER AND ASSOCIATES, INC.	11167	10/20/2022	JUL'22 USED OIL RECYC SVCS	367.5
02.0170.1760.5537	L.A. COUNTY DEPT OF PUBLIC WORKS	11168	10/20/2022	FY22/23 2ND PYMT COUNTY LIGHTING MAINT	5995.53
01.0160.1610.5520	LBC LIGHTING	11169	10/20/2022	RETROFIT LIGHTS-BOXING GYM	1404.59
01.0000.0000.4554	MARISSA AGUILAR	11170	10/20/2022	10/1 MVD COM RM RSV REMIB	50
01.0160.1610.5520	NEW SIGN SOLUTION, INC.	11171	10/20/2022	VINYL SIGN BB COURTS-CCTR	821.36
01.0100.1020.5405	OFFICE DEPOT	11172	10/20/2022	OFFICE SUPPLIES	103.13
01.0100.1050.5936	PHAT NGUYEN	11173	10/20/2022	1ST YEAR BOOT ALLOWANCE	100
01.0140.7020.5215	PHOENIX GROUP INFORMATION SYSTEMS	11174	10/20/2022	AUG'22 ADMIN CITE SVCS	168.48
01.0170.1710.5916	QUADIENT LEASING USA, INC.	11175	10/20/2022	INK FOR POSTAGE	220.32
01.0130.1310.5280	SECTRAN SECURITY INC.	11176	10/20/2022	OCT' 22 ARMORED SVCS	173.1
01.0160.1660.5520	SMARDAN SUPPLY	11177	10/20/2022	FLUSH KIT-SHIVELY RSTRM	51.93
01.0160.1610.5520	SMARDAN SUPPLY	11177	10/20/2022	RSTRM REPAIR-CCTR	82.24
01.0100.1010.5914	SOUTHERN CALIFORNIA ASSOCIATION OF GOVTS	11178	10/20/2022	FY22/23 DUES ASSESSMENT	2550
01.0170.1770.5525	STOTZ EQUIPMENT	11179	10/20/2022	K-1 GATOR SVCS/INSPECTION	581.75
06.0300.3010.5430	SUPERIOR WAREHOUSE GROCERS	11180	10/20/2022	CI NUTR PRGM TORTILLAS	14.26
01.0150.1540.5908	SUPERIOR WAREHOUSE GROCERS	11180	10/20/2022	10/3 STAFF MTG SNACKS	29.98
01.0100.1050.5936	TAG/AMS, INC.	11181	10/20/2022	FTA RENEWAL-DRUG TEST	300
01.0000.0000.4554	TANIA ZELAYA	11182	10/20/2022	10/8 MVDP GAZEBO RSVP REIMB	50
01.0100.1040.5922	THE SAUCE CREATIVE SERVICES CORP.	11183	10/20/2022	TABLECLOTHS/CITY SEAL-SPL EVENTS	1455.05
01.0100.1040.5921	THE SAUCE CREATIVE SERVICES CORP.	11183	10/20/2022	OCT'22 NEWSLETTER	4846.77
01.0100.1040.5922	THE SAUCE CREATIVE SERVICES CORP.	11183	10/20/2022	CITY SEAL CLEAN UP	450
01.0140.1440.5210	TRANSTECH ENGINEERING, INC.	11184	10/20/2022	JUL 22' PLAN CHECK SVCS	8168.34
01.0130.1310.5215	VASQUEZ & COMPANY LLP	11185	10/20/2022	REMAINING BALANCE FY ENDED 6/30/21	5000
01.0130.1310.5215	VASQUEZ & COMPANY LLP	11185	10/20/2022	1ST PROGRESS BILLING FY ENDED 6/30/22	4000
01.0170.1020.5406	WINZER	11186	10/20/2022	SAFETY GLASSES	301.92
01.0170.1710.5520	WINZER	11186	10/20/2022	SAFETY GLASSES	175.19
01.0000.0000.2020	CALPERS RETIREMENT	DFT0000342	10/17/2022	RATE PLAN 23047	1702.99
01.0000.0000.2020	CALPERS RETIREMENT	DFT0000342	10/17/2022	RATE PLAN 27216	3852.45
01.0000.0000.2020	CALPERS RETIREMENT	DFT0000342	10/17/2022	RATE PLAN 685	9876.67
01.0000.0000.2215	DEPARTMENT OF THE TREASURY	DFT0000343	10/17/2022	MED PPE: 10/15/22	10.48
01.0000.0000.2215	DEPARTMENT OF THE TREASURY	DFT0000343	10/17/2022	FICA PPE: 10/15/22	44.8
01.0000.0000.2205	DEPARTMENT OF THE TREASURY	DFT0000344	10/17/2022	FEDERAL PPE: 10/01/22	16468.43
01.0000.0000.2215	DEPARTMENT OF THE TREASURY	DFT0000344	10/17/2022	FICA PPE: 10/01/22	23152.64
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01.0000.0000.2030	EMPLOYMENT DEVELOPMENT DEPT.	DFT0000345	10/17/2022	TNG TAX WTHLDNG PPE: 10/01/22	10.33
01.0000.0000.2030	EMPLOYMENT DEVELOPMENT DEPT.	DFT0000345	10/17/2022	UI TAX WTHLDNG PPE: 10/01/22	175.4
01.0000.0000.2210	EMPLOYMENT DEVELOPMENT DEPT.	DFT0000345	10/17/2022	STATE WTHLDNG PPE: 10/01/22	5366.72
01.0000.0000.2270	EXPERT PAY - STATE DISBURSEMENT UNIT	DFT0000346	10/17/2022	CASE 200000002135289	720.46
01.0000.0000.2270	EXPERT PAY - STATE DISBURSEMENT UNIT	DFT0000346	10/17/2022	CASE 0980438	150
01.0000.0000.2270	EXPERT PAY - STATE DISBURSEMENT UNIT	DFT0000346	10/17/2022	CASE 1457313	603.5
01.0000.0000.2270	EXPERT PAY - STATE DISBURSEMENT UNIT	DFT0000346	10/17/2022	CASE 200000002163990	131.38

01.0170.1770.5950	JCB FINANCE, PROG. BANK OF THE WEST	DFT0000347	10/17/2022	PAYMENT #41 TRACTOR LEASE	1694.67
02.0170.1760.5966	US BANK VOYAGER FLEET SYS	DFT0000348	10/17/2022	10/24-11/24/22 FUEL- CITY TRANSPORTATION	6256.69
01.0130.1310.5180	DEPARTMENT OF THE TREASURY	DFT0000349	10/18/2022	3RD QTR 2022/FEDERAL	25
01.0130.1310.5180	EMPLOYMENT DEVELOPMENT DEPT.	DFT0000350	10/18/2022	3RD QTR 2022/ETT	1.43
01.0000.0000.2224	WASHINGTON NATIONAL INSURANCE CO	DFT0000351	10/18/2022	OCT'22 LIFE INSURANCE	1463.84
Grand Total:					283798.08

Authorization Signatures



Rene Salas, Interim City Manager

10/19/2022 6:38:31 PM

Page 5 of 5



City Council Agenda Report

Agenda Item No. 7.c.

DATE: October 25, 2022

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, Interim City Manager

SUBMITTED BY: Colby Cataldi, Community Development Director

SUBJECT: CONSIDERATION FOR AUTHORIZATION TO SEEK REQUEST FOR PROPOSALS (RFP) FOR PROFESSIONAL SERVICES FOR THE PAVEMENT MANAGEMENT PROGRAM (PMP) UPDATE

SUMMARY: Staff seeks City Council approval to issue Request for Proposals (RFP) for professional services for the Pavement Management Program (PMP) Update.

RECOMMENDED ACTION: Staff recommends City Council approve an RFP for professional services for the Pavement Management Program (PMP) Update and authorize staff to solicit proposals.

FISCAL IMPACT: The proposed services will be funded through Federal and/or State Funds, contingent on City's eligibility. Upon final contract award, staff will advise the City Council of the proposed not-to-exceed contract amount and confirm funding availability.

DISCUSSION: A Pavement Management Program (PMP) is a planning and budgeting tool used to prioritize street paving and maintenance projects over a five-year period. In order to receive Federal funding for street rehabilitation projects, it is mandated that every mile of eligible Federal-Aid highway within the City (major arterials) be managed with a PMP. Eligibility for State Proposition C funding also requires that a PMP be implemented and updated every three years. A PMP provides a formal systematic approach to assessing, monitoring, and managing the condition of highway pavements in the most cost-effective manner. The results of the study help determine the most appropriate locations and the optimum approach to pavement rehabilitation.

A basic PMP involves dividing the City's street network into segments of approximately one-block lengths. The segments are evaluated by counting the number of cracks, measuring the size and type of cracking and collecting other pavement surface information. The measurements are analyzed mathematically and each segment is given a condition rating number (between 0 and 100) that is used to rank the streets in the order of their conditions. Combined with data on traffic volumes and pavement

thicknesses, the program processes the condition data and produces recommendations for which streets to repair, in what order, the optimum method of repair, and the estimated costs. This information is used to prioritize and schedule street rehabilitation through the long range Capital Improvement Program (CIP) and budget process. The local street system is also monitored and managed by the PMP.

PMP is a Planning Tool, and is updated based on-going Engineering Evaluations: The recommendations generated by the PMP are for planning purposes only, and are not intended to replace sound engineering judgement for actual construction. The PMP is used as the basis for making strategic decisions to plan future work effectively and cost efficiently. City Engineer conducts field observations to update and supplement the information in the PMP report to develop cost effective projects with efficient cost/benefit ratio based on field conditions, other relevant projects, budget availability, and various other factors that may exist at the time.

Pavement Condition Index (PCI): The PCI system is a rating mechanism used to describe the condition of the City's pavement and has been adopted as the nation's standard rating system by the American Association State Highway and Transportation Officials (AASHTO) and American Society for Testing and Materials (ASTM). Ranging between "0" and "100," a PCI of "0" would correspond to a badly deteriorated pavement with virtually no remaining life, while a PCI of "100" would correspond to a pavement with proper engineering design and construction at the beginning of its life cycle.

Effective Preventative Maintenance Approach: Preventative maintenance on streets with better than average PCI ratings must be considered in combination with the more extensive rehabilitation of failing streets to realize the maximum net benefit and reduce the long term costs. As a pavement ages, the system predicts the PCI of the pavement based on the deterioration curves. Once a street segment reaches a PCI of 40, the street segment deteriorates at a faster rate per the standard deterioration curve for asphalt pavement.

In 2018, the City completed a city-wide PMP (Pavement Management Program) Report. The report contained the findings and recommendations from the development of the system data associated with the pavement condition survey of the City's street network, including pavement conditions summaries, preservation and repair activities and projected budgets for projects based on these activities.

The primary objective of the requested professional services is to have the selected consultant provide a complete Pavement Management Program Update for 2023.

ATTACHMENT(S):

A. Request for Proposals

Attachment A

**REQUEST FOR PROPOSALS (RFP)
TO PROVIDE PROFESSIONAL SERVICES
FOR THE PAVEMENT MANAGEMENT PROGRAM (PMP) UPDATE
IN THE CITY OF SOUTH EL MONTE, CALIFORNIA**

October 26, 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

November 22, 2022; 3:00 PM

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Attachments:

Attachment A - Affidavit of Non-Collusion

Attachment B - Claims History

Attachment C - Sample Professional Services Agreement

**REQUEST FOR PROPOSALS (RFP)
TO PROVIDE PROFESSIONAL SERVICES
FOR THE PAVEMENT MANAGEMENT PROGRAM (PMP) UPDATE
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 Professional Services for the Pavement Management Program (PMP) Update.**

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 3:00 PM, November 22, 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 PROFESSIONAL SERVICES
FOR THE PAVEMENT MANAGEMENT PROGRAM (PMP) UPDATE
IN THE CITY OF SOUTH EL MONTE, CALIFORNIA**

October 26, 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 **Professional Services for the Pavement Management Program (PMP) Update**.

2. PROJECT DESCRIPTION

The City of South El Monte has 37.8 miles of roadways of which, 4.9 miles are arterials, 3.5 miles are collectors and 29.4 miles are local/residential streets. The last comprehensive update of the City’s PMP was completed in 2018. The 2022 update goal is to revise the PMP report with current pavement conditions, and identify the current needs of the network, perform funding analysis to establish cost-effective priorities for improvements and rehabilitation strategies, and update the City’s five-year maintenance and rehabilitation program.

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, October 26, 2022
Deadline for Receipt of Questions	Friday, November 11, 2022, 5:00 PM
Addendum (if necessary) to Respond to Questions	Tuesday, November 15, 2022
Deadline for Receipt of Proposals (RFP Due Date)	Tuesday, November 22, 2022, 3:00 PM
Evaluation of proposals	December 2022
Final Consultant Selection	December 2022
Contract Awarded by City Council	January 2023
Contract Execution	January 2023
Notice to Proceed	February 2023

4. SCOPE OF SERVICES

The City is interested in receiving proposals from qualified consulting firms to prepare Pavement Management Program (PMP) Update.

The following is a general outline of the scope of work to be provided by the Consultant. While it is believed that this scope includes all elements essential to complete the update, proposing firms are advised to include any items that they believe may be necessary to complete the project. Proposing firms may also note any required items that they believe may be excessive or unnecessary. The cost of such items should be separately noted in their proposals. Services required to complete this update shall include:

1. Meet with City staff to finalize scope of work, establish key personnel, review project schedule and address any issues.
2. Review all maintenance and rehabilitation activities conducted by the City since the last PMP update completed in 2018. Update database to include all street segments and alleys that have been rehabilitated since the last PMP update. City staff will provide a hardcopy of list of streets and alleys rehabilitated or maintained since the last PMP update.
3. Conduct a comprehensive visual pavement condition (walking surveys) of all streets and alleys in the City (excluding private streets). These are performed with one-person crews (for high volume streets like expressways or major arterials, two-person crews may be needed for safety). The major advantage of this survey method is that it is

more accurate than Wind Shield Surveys, since cracks and all other pavement distresses are measured and recorded. Pavement condition surveys shall be performed in accordance with the established standards as identified by ASTM D-6433.

The City has approximately 37.8 centerline miles of streets. The survey shall include the following information: alligator cracking, block cracking, distortions, longitudinal and transverse cracking, patching and utility cuts, rutting, depressions, weathering, and raveling.

Consultant shall propose its own preferred/suggested system including but not limited to Microsoft Excel based system or StreetSaver, or alike. The proposed system shall be in compliance with all applicable pavement management software standards including U.S. Army Corps of Engineers, etc. Consultant shall include cost to prepare the database complete for City's use.

For the PMP update, automated distress surveys and semi-automated distress surveys will be considered. This involves the utilization of video enhanced laser RST, which includes the use of lasers, video imaging and trained operator input. The survey will involve rating 100% of the roadway surface. Only one survey method shall be allowed to perform this task. The survey methods are not interchangeable. The selected consultant shall be responsible for providing all man power needed and all equipment necessary. Beside that, the consultant shall submit a Quality Control Plan and be prepared to discuss this at the pre-data collection meeting. This plan shall describe the measures used by the consultant to guarantee accuracy and repeatability.

4. Update and develop PMP to provide the following output:
 - a. Pavement Inventory. Inventory shall include segments of streets arranged continuously from west to east and from south to north.
 - b. Pavement Condition Index (PCI) per segment and overall.
 - c. Identification of all segments and Improvement Strategies for each segment.
 - d. Cost-Benefit Analyses to identify treatments and budget needs.
 - e. Priority Listing.
 - f. GIS layer or AutoCAD based map showing PCI's and proposed rehabilitation program over the next 5 years.
5. The City does not have a preferred Pavement Management System. Consultant shall be qualified to prepare a new database ready to use for the City as part of this work.
6. Prepare a Pavement Condition Report that identifies the present condition of the pavement and future performance for the next five years based on performance prediction modeling and local conditions. It shall identify the form, condition and

causes of pavement failure (if possible). The report shall integrate and incorporate into its analysis the surface distress, roughness, rut, raveling condition, crack condition, drainage condition, utility cuts, street sections, functional classification, ride quality, traffic volume, overall condition rating, etc.

7. Prepare a Pavement Improvement Report indicating maintenance and rehabilitation (M&R) strategies necessary to achieve the desired level of serviceability. The consultant shall recommend strategies and unit costs based on local conditions and explain advantages and disadvantages of each strategy. The report shall make provisions for simultaneously analyzing the effectiveness of numerous M&R strategies including preventive and corrective maintenance, recycling alternatives, and surface and base reconstruction.
8. Prepare a Priority Listing indicating pavements in order of best to worst PCI. In addition, the consultant shall prepare a priority listing of projects to be completed within seven years based on cost-benefit analyses of individual strategies, present pavement conditions, current traffic volumes, current funding levels, accrued backlog levels and future major and routine maintenance needs.
9. Prepare the five-year rehabilitation program to include the following:
 - Each fiscal year projects of arterial streets.
 - Each fiscal year projects of residential streets and alleys. It is desirable, where applicable, to identify residential streets included in one fiscal year project(s) to be located in the same neighborhood in accordance with the requirements set forth in Item 8 above.
10. Prepare an Executive Summary to include objectives for a sound PMP, field data collection techniques, data necessary to generate a reliable PMP, assessment and evaluation of results, present condition of streets and M&R strategies proposed, conclusions and recommendations. Executive summary shall include a diagram of three scenarios considering different funding levels, proposed rehabilitation program, overall PCI and backlog.
11. Provide City staff with on-site training in the operations and maintenance of PMP software. The training shall cover data collection, pavement condition surveys, computer operations, data entry/editing, PCI calculations, budget needs analyses, budget optimization analyses, report generation and database management.
12. Conduct a presentation of the results of the PMP to designated City personnel and/or elected officials.
13. PMP Update shall be complete within 90 days of the Notice to Proceed .

Task I – Meeting With City Staff:

1. Attend preliminary meeting with City staff. The purpose of this meeting is to review the technical approach, finalize scope of work, review project schedule and budget, obtain list of recently completed rehabilitation projects (since the last PMP update) and address any other project related issues.
2. Review all documents provided by the City necessary to complete the work. The City will provide the following:
 - Access to all available information, including street inventory, City maps, historical information, maintenance information, and historical cost information.
 - 2018, PMP Update
 - Electronic copy of list of City streets and alley segments that have been rehabilitated since the last PMP Update.
 - Hosting of progress meetings.

The consultant shall be responsible to review the available information and reproduce them at no cost to the City.

Task II – Update Maintenance and Rehabilitation Activities:

1. Review recently completed maintenance and rehabilitation activities since last update in 2018.
2. Prepare a new PMP database and update the database to reflect improvements in Item 1.

Task III – Pavement Survey and Treatment Analysis:

1. Conduct comprehensive pavement condition survey of the City's pavement network. The City's pavement network includes approximately 37.8 centerline miles of arterial highways, streets and alleys.
2. Specify distress types for each City street segment included in the survey.
3. Select the appropriate treatment or rehabilitation strategy for each City street included in the survey.

Task IV – Budgetary Analysis and Reports:

1. Update pavement inventory database based on information obtained in TASK III.
2. Update PCI for all street segments and overall pavement network in the City.
3. Specify treatment of all segments of City streets.
4. Analyze budget scenarios and needs.
5. Prepare priority lists and a five-year maintenance and rehabilitation project list.
6. Prepare Executive Summary.
7. Prepare GIS layer or AutoCAD based map showing PCI's and 5-year rehabilitation program.

Task V – Presentation:

1. Prepare presentation of PMP to City staff.
2. Prepare a 15-minute (non-technical) presentation to City Council.

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](http://www.dir.ca.gov/OPRL/FAQ_PrevailingWage.html) website: http://www.dir.ca.gov/OPRL/FAQ_PrevailingWage.html
2. [DIR Wage Determination](http://www.dir.ca.gov/oprl/DPreWageDetermination.htm) website: <http://www.dir.ca.gov/oprl/DPreWageDetermination.htm>
3. [Caltrans Prevailing Wage Interpretive Guidance](https://ig.dot.ca.gov/resources/interpretive-guidance): <https://ig.dot.ca.gov/resources/interpretive-guidance>

10. CONTRACT AWARD

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

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

11. REQUIRED FORMAT FOR TECHNICAL PROPOSAL SUBMITTAL

Please submit your Technical Proposal in the format specified below:

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

Table of Contents: Provide contents of proposal.

Section 1. Approach and Scope of Work: Provide your understanding of the project and describe your approach. Provide a detailed scope of work that your firm will utilize in providing requested services in efficient and cost-effective manner. In your

approach, describe methods that you will use for quality control, budget/cost control, schedule control, and document control.

Section 2: Schedule: Provide a project a detailed schedule. Use February 6, 2023 as the start date of City's Notice to Proceed with the project. Show project tasks, durations, start and completion dates, time allocations for City review and other regulatory agency review and any outside agencies that may be involved in the review and approval process. The final PS&E shall be submitted within 3 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

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

12. FEE ESTIMATE PROPOSAL SUBMITTAL

Fee Proposal shall be submitted in a separate sealed envelope.

Fee shall be provided in detail per each task identified on this RFP, including staff hours, hourly rates, and any subconsultant cost (if applicable). If subconsultant is proposed, provide the same detail with hours and hourly rates.

13. QUESTIONS REGARDING THIS RFP

All questions regarding this RFP must be submitted via email:

Colby Cataldi
Community Development Director
ccataldi@soelmonte.org

Questions regarding this proposal shall be submitted via email to the above contact within the deadline identified on the RFP Schedule. In response to all questions received by this date, City will issue an Addendum on the date identified on the RFP Schedule prior to the proposal submittal due date. The addendum will be emailed to all RFP recipients on record.

14. PROPOSAL SUBMITTAL PROTOCOL

Interested and qualified firms shall submit their proposals as follows:

- **Envelope 1:** Technical Proposal, 3 bound copies and 1 pdf file on thumb drive.
Please indicate on the Proposal Cover:
TECHNICAL PROPOSAL
Professional Services for Pavement Management Program (PMP)
Update
- **Envelope 2:** Fee Proposal, 3 bound copies and 1 pdf file on thumb drive.
Please indicate on the Proposal Cover:
FEE PROPOSAL
Professional Services for Pavement Management Program (PMP)
Update

Proposal submittal due date is:
November 22, 2022, 3:00 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 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		DESCRIPTION OF ATTACHED DOCUMENT
☐	INDIVIDUAL	
☐	CORPORATE OFFICER	
TITLE(S)		
☐	PARTNER(S) ☐ LIMITED	TITLE OR TYPE OF DOCUMENT
☐	GENERAL	
☐	ATTORNEY-IN-FACT	
☐	TRUSTEE(S)	
☐	GUARDIAN/CONSERVATOR	NUMBER OF PAGES
☐	OTHER _____	
SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES))		DATE OF DOCUMENT

_____		SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

On _____, 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
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TITLE(S)		
☐	PARTNER(S) ☐ LIMITED	TITLE OR TYPE OF DOCUMENT
☐	GENERAL	
☐	ATTORNEY-IN-FACT	
☐	TRUSTEE(S)	
☐	GUARDIAN/CONSERVATOR	NUMBER OF PAGES
☐	OTHER _____	
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.



City Council Agenda Report

Agenda Item No. 7.d.

DATE: October 25, 2022

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, Interim 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 LEE AVE & GARVEY AVE AND DURFEE AVE & PECK RD - MICHAEL HUNT DRIVE.

SUMMARY: Staff seeks City Council approval to issue Request for Proposals (RFP) for design services for traffic signal improvements at Lee Ave & Garvey Ave and Durfee Ave & Peck Rd - Michael Hunt Dr. within the City. The scope of improvements are part of the Highway Safety Improvement Program (HSIP) Cycle 10 project.

RECOMMENDED ACTION: Staff recommends City Council approve an RFP for design services for traffic signal improvements at Lee Ave & Garvey Ave and Durfee Ave & Peck Rd - Michael Hunt Dr (HSIP Cycle 10 project) and authorize staff to solicit proposals.

FISCAL IMPACT: The City received \$653,000 from Caltrans through the HSIP program, Cycle 10, for design and construction of the proposed project. The City will use a portion of these funds to cover all of the costs associated with the requested professional design services. Caltrans will reimburse the City for 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 Traffic Signal Improvements at Lee Ave & Garvey Ave and Durfee Ave & Peck Rd - Michael Hunt Dr. Project includes traffic safety improvements including installation of protected left turn phasing (including new signal poles) at Lee Avenue and Garvey Avenue on both east and west bound approaches, as well as, the installation of new signal hardware (lenses, back-plates with retroreflective borders, mounting, size and number), new pedestrian countdown signal heads and audible push buttons at Lee Ave & Garvey Ave and Durfee Ave & Peck Rd - Michael Hunt Dr. The project improvements will involve a total of two signalized intersections throughout the City.

Attachment B shows the project locations and proposed improvements. The primary

objective of the requested professional services (design engineering services) is to have the selected engineering consultant provide a complete PS&E / Bid Package (plans, specifications and estimates) 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 Traffic Signal Improvements
- B. Project Location Map

Attachment A

**REQUEST FOR PROPOSALS (RFP)
TO PROVIDE DESIGN SERVICES
FOR TRAFFIC SIGNAL IMPROVEMENTS AT
LEE AVE & GARVEY AVE AND DURFEE AVE & PECK RD
HSIP CYCLE 10 PROJECT, HSIPL-5352(021)
IN THE CITY OF SOUTH EL MONTE, CALIFORNIA**

October 26, 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

November 22, 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

**REQUEST FOR PROPOSALS (RFP)
TO PROVIDE DESIGN SERVICES
FOR TRAFFIC SIGNAL IMPROVEMENTS AT
LEE AVE & GARVEY AVE AND DURFEE AVE & PECK RD
HSIP CYCLE 10 PROJECT, HSIPL-5352(021)
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 Lee Ave & Garvey Ave and Durfee Ave & Peck Rd, HSIP Cycle 10 Improvements, HSIPL-5352(021).**

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, November 22, 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
LEE AVE & GARVEY AVE AND DURFEE AVE & PECK RD
HSIP CYCLE 10 PROJECT, HSIPL-5352(021)
IN THE CITY OF SOUTH EL MONTE, CALIFORNIA**

October 26, 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 Lee Ave & Garvey Ave and Durfee Ave & Peck Rd, HSIP Cycle 10 Improvements, HSIPL-5352(021).**

2. PROJECT DESCRIPTION

The project includes safety improvements at the signalized intersections including providing left turn phasing, 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 with audible push button display.

The project is located at two intersections including Lee Avenue & Garvey Avenue and Durfee Avenue & Peck Road - Michael Hunt Drive in the City of South El Monte.

This project (including the requested design services) will be funded by state funds, there are no federal funds involved.

Proposed improvements are described in detail in the Project Funding Application (see Attachment D. Project Funding Application).

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, October 26, 2022
Deadline for Receipt of Questions	Friday, November 11, 2022, 5:00 PM
Addendum (if necessary) to Respond to Questions	Tuesday, November 15, 2022
Deadline for Receipt of Proposals (RFP Due Date)	Tuesday, November 22, 2022, 2:00 PM
Evaluation of proposals	December 2022
Final Consultant Selection	December 2022
Contract Awarded by City Council	January 2023
Contract Execution	January 2023
Notice to Proceed	February 2023

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. Utility Coordination

- a. The Consultant shall ensure the final design is compatible with all utilities within the project area whether they are protected in place, removed, installed, relocated, adjusted, or otherwise modified. This includes contacting each affected agency should be incorporated into the construction schedule, if necessary.
- b. Coordinate with the affected utility companies within the project limits, and any applicable agencies, as necessary, and notify the utility company/agency of the project. Maintain a utility contact matrix documenting contacts, coordination, etc. with utility companies.
- c. Perform all necessary research to establish the precise location of all utilities. All utilities (including overhead) must be identified and shown on the plans.
- d. The preliminary and finals plans are to be sent to all affected utility companies.
- e. Optional: If potholing becomes necessary, City will pay for direct costs to a potholing subcontractor, which shall be retained by the design consultant. City will allow a 10% markup only *on potholing subcontractor cost. This may be required to locate active and abandoned utilities within the project site. Provide an optional budget for City review for this item.*

Task 3. 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 4. 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 read for bid advertisement.

Task 5. 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 6. Prepare Record Drawings (As-Builts)

- a. Prepare as-built drawings based on field red-lined as-built information provided by the City's Construction Contractor.

Task 7. Prepare Traffic Signal Timing Charts

- a. Consultant shall prepare local intersection traffic signal timing charts for each intersection as part of the project to be implemented by the 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 February 6, 2023 as the start date of City's Notice to Proceed with the project. Show project tasks, durations, start and completion dates, time allocations for City review and other regulatory agency review and any outside agencies that may be involved in the review and approval process. The final PS&E shall be submitted within 4 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

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

following section.

12. FEE ESTIMATE PROPOSAL SUBMITTAL

Fee Proposal shall be submitted in a separate sealed envelope.

Fee shall be provided in detail per each task identified on this RFP, including staff hours, hourly rates, and any subconsultant cost (if applicable). If subconsultant is proposed, provide the same detail with hours and hourly rates.

13. QUESTIONS REGARDING THIS RFP

All questions regarding this RFP must be submitted via email:

Colby Cataldi
Community Development Director
ccataldi@soelmonte.org

Questions regarding this proposal shall be submitted via email to the above contact within the deadline identified on the RFP Schedule. In response to all questions received by this date, City will issue an Addendum on the date identified on the RFP Schedule prior to the proposal submittal due date. The addendum will be emailed to all RFP recipients on record.

14. PROPOSAL SUBMITTAL PROTOCOL

Interested and qualified firms shall submit their proposals as follows:

- **Envelope 1:** Technical Proposal, 3 bound copies and 1 pdf file on thumb drive.
Please indicate on the Proposal Cover:
TECHNICAL PROPOSAL
Design Services for HSIPL-5352(021)
Traffic Signal Improvements at Lee Ave & Garvey Ave And Durfee Ave & Peck Rd
- **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(021)
Traffic Signal Improvements at Lee Ave & Garvey Ave And Durfee Ave & Peck Rd

**Proposal submittal due date is:
November 22, 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 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		DESCRIPTION OF ATTACHED DOCUMENT
☐	INDIVIDUAL	
☐	CORPORATE OFFICER	
TITLE(S)		
☐	PARTNER(S) ☐ LIMITED	TITLE OR TYPE OF DOCUMENT
☐	GENERAL	
☐	ATTORNEY-IN-FACT	
☐	TRUSTEE(S)	
☐	GUARDIAN/CONSERVATOR	NUMBER OF PAGES
☐	OTHER _____	
SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES))		DATE OF DOCUMENT

_____		SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

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

Benefit Cost Ratio (BCR)

Caltrans District

07

Application Number

1

Out of

1

Project Location

This project is located in the City of South El Monte at various signalized intersections throughout the City.

Project Description

This project is focused on safety improvements including installation of left turn phasing at signalized locations with existing left turn pockets, installation of signal hardware improvements to the lenses, back-plates with retroreflective borders.

Total Project Cost

\$653,000

HSIP Funds Requested

\$653,000

Benefit Cost Ratio (BCR)

17.5

**APPLICATION FORM FOR
HIGHWAY SAFETY IMPROVEMENT PROGRAM (HSIP)**Application ID 07-South El Monte-1

LAPG 9-A (REV 05/2020)

Page 2 of 5

Basic InformationDate: Oct 29, 2020Caltrans District: 07MPO: SCAGAgency: South El MonteCounty: Los Angeles CountyTotal number of applications being submitted by your agency: 1Application Number (each application must have a unique number): 1☐ Check if this application is one of the multiple ones for the same project (please review the form instructions for explanation).**Contact Person Information**Name (Last, First): Demirci, MelissaPosition/Title of Contact Person: Project ManagerEmail: melissa.demirci@transtech.orgTelephone: (714) 598-8896Extension: Address: 1415 Santa Anita AveCity: South El MonteZip Code: CA 91790

(Enter only a 5-digit number)

Application Category: Benefit Cost Ratio (BCR)**Project Information**

Project Title:

-Be Brief (Limited to 100 Characters)

South El Monte Citywide Signalized Intersection Safety Improvement Project

Project Location:

-Be Brief (Limited to 250 Characters)

-See [Application Form Instructions](#)This project is located in the City of South El Monte 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 installation of left turn phasing at signalized locations with existing left turn pockets, installation of signal hardware improvements to the lenses, back-plates with retroreflective borders.**Total Project Cost**\$653,000**HSIP Funds Requested**\$653,000**Benefit Cost Ratio (BCR)**

(Required for a BCR application. Enter 0 for Funding Set-Aside application)

17.5

APPLICATION FORM FOR**HIGHWAY SAFETY IMPROVEMENT PROGRAM (HSIP)**Application ID 07-South El Monte-1

LAPG 9-A (REV 05/2020)

Page 3 of 5

1. Project Identification

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 and highest collision types?

(Limited to 5,000 characters)

This project is the City's top safety priority and focuses on improving the safety at signalized intersections through out the City that have a history of a high number of collisions. The project locations represent the agency's highest crash concentrations and highest collision types, with several of the locations have at least one fatality within the five year crash data period. The identification of the project locations was data driven based on a City network-wide safety analysis of the City's roadways. An analysis was conducted to identify crash concentrations and crash trends to determine the best locations that needed safety improvements.

The methodology used to determine these trends and locations followed the guidelines per the "Local Roadway Safety Manual" 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 analysis included a detailed review and study of the following:

- Review of prior citywide collision studies and stakeholder records
- Review of the Statewide Integrated Traffic Records System (SWITRS) reports over the most recent 5 years of data to determine primary collision factors and collision types
- Review of the Transportation Injury Mapping System (TIMS) Query, Mapping, and Data detailing citywide collision information and data
- Meetings to discuss candidate locations and review data
- Evaluation of costs and cost effectiveness
- Comparison of various countermeasures using the Benefit Cost Ratio 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.

These proposed project locations and accidents yield a high benefit cost ratio 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 5 years between January 1, 2015 through December 31, 2019.

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. These locations 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 transportation needs of everyone, and developing regional transportation solutions that complement sub regional transportation systems and serve the needs of cities and communities.

The City of South El Monte Covina is approximately 2.8 square miles with a total population of approximately 20,000 people. Referencing and analyzing the project-area collision summaries and data, it can be seen that there is an urgent need for these improvements. According to the CA Office of Traffic and Safety (2017), the City of South El Monte ranked 5th out of 101 jurisdictions for most collisions involving a fatality or injury. It also ranked 3rd for most collisions involving pedestrian under the age of 15, and 12th for most collisions involving pedestrians out of 101 jurisdictions. These rankings are compared to similar jurisdiction in the Count of Los Angeles.

2. Prior Attempts to Address the Safety Issues

List all other projects/countermeasures that have been (or are being) deployed at the location(s) within the last 5 years. Applicants must identify all federal and/or state funds that have been used or approved within the proposed project limits within the last 5 years. Normally HSIP funding cannot be used to construct safety countermeasures at the same locations within 5 years.

(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 10 application. None of proposed locations part of this HSIP Cycle 10 have been previously funded through other HSIP application cycles within the last 5 years. 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.

3. Other Comments

Explain here if this project has any special circumstances or if you have other comments. Enter “NA” if none.
(Limited to 5,000 characters)

N/A

APPLICATION FORM FOR HIGHWAY SAFETY IMPROVEMENT PROGRAM (HSIP)

Application ID 07-South El Monte-1

LAPG 9-A (REV 05/2020)

Page 5 of 5

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 Signed Engineers Checklist.pdf

2. Vicinity map/Location map (Required for all projects)

2 Vicinity Map & Location Map (SEM).pdf

3. Project maps/plans showing existing and proposed conditions (Required for all projects)

3 Project Maps, Plans of Existing & Proposed (SEM).pdf

4. Pictures of Existing Condition (Required for all projects)

4 Pictures of Existing (SEM).pdf

5. HSIP Analyzer (Required for all projects)

HA07-South El Monte-1.pdf

6. Collision diagram(s) (Required for a BCR application)

6 Collision Diagrams (SEM).pdf

7. Collision List(s) (Required for a BCR application)

7 Collision List (SEM).pdf

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).

8. Warrant Studies (Not required for this project)

8 Warrant Studies for LT Phasing (SEM).pdf

Work on the State Highway System

Does the project include improvements on the State Highway System?

- ☐ Yes, and the project will be jointly-funded with Caltrans
(Must be jointly-funded if the project is for intersection safety improvement involving SHS).
A formal Letter of Support from Caltrans District Traffic is required. The letter should include estimates of cost sharing.
- ☐ Yes, but the project will not be jointly-funded with Caltrans.
A written correspondence from Caltrans District Traffic is required. The correspondence should indicate that Caltrans does not see issues that would prevent the proposed project from receiving an encroachment permit.
- ☒ No.

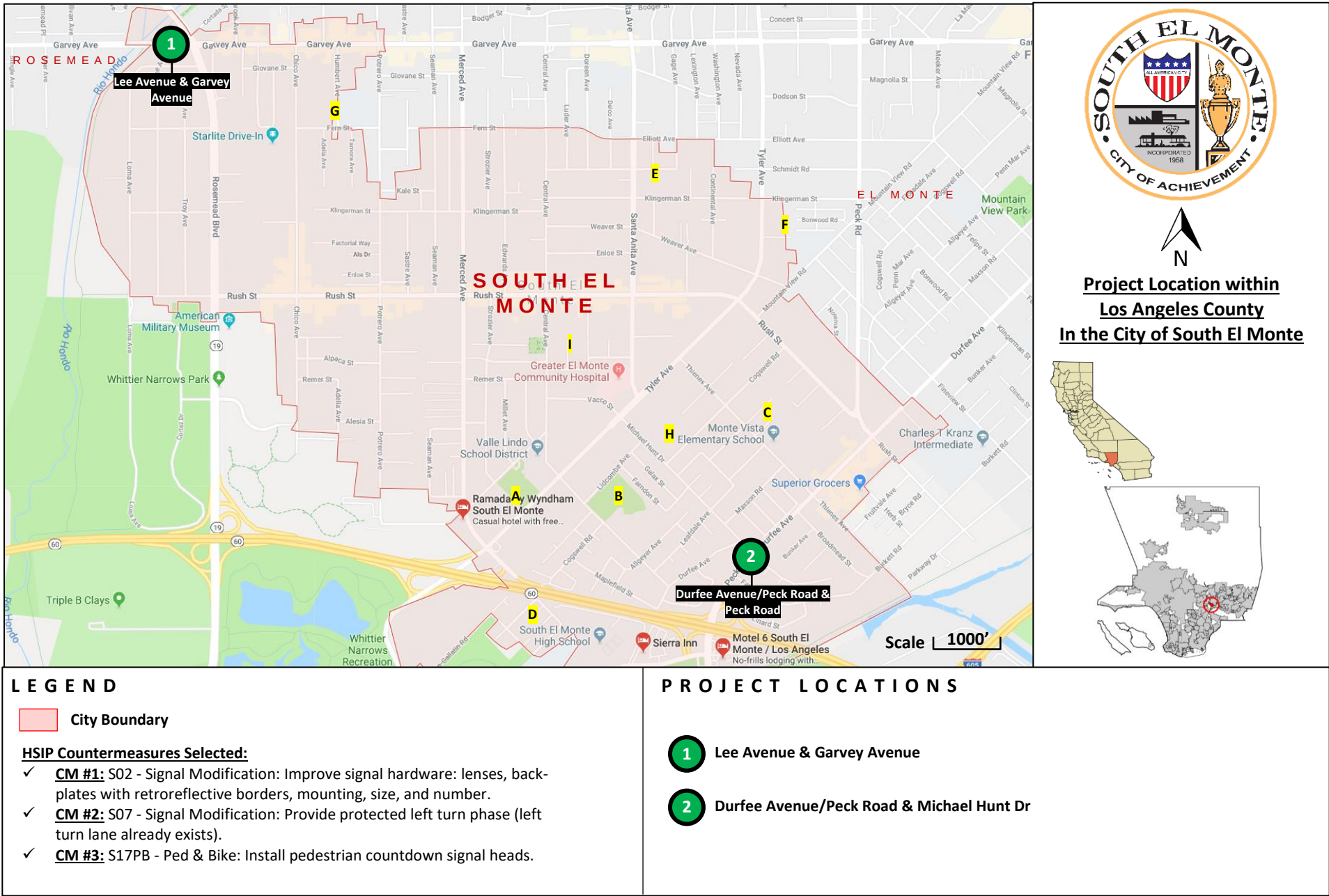
9. Letter/email of Support from Caltrans (No SHS involved - not required for this project)

NOT APPLICABLE TO PROJECT.pdf

10. Additional narration, documentation, letters of support, etc. (Optional)

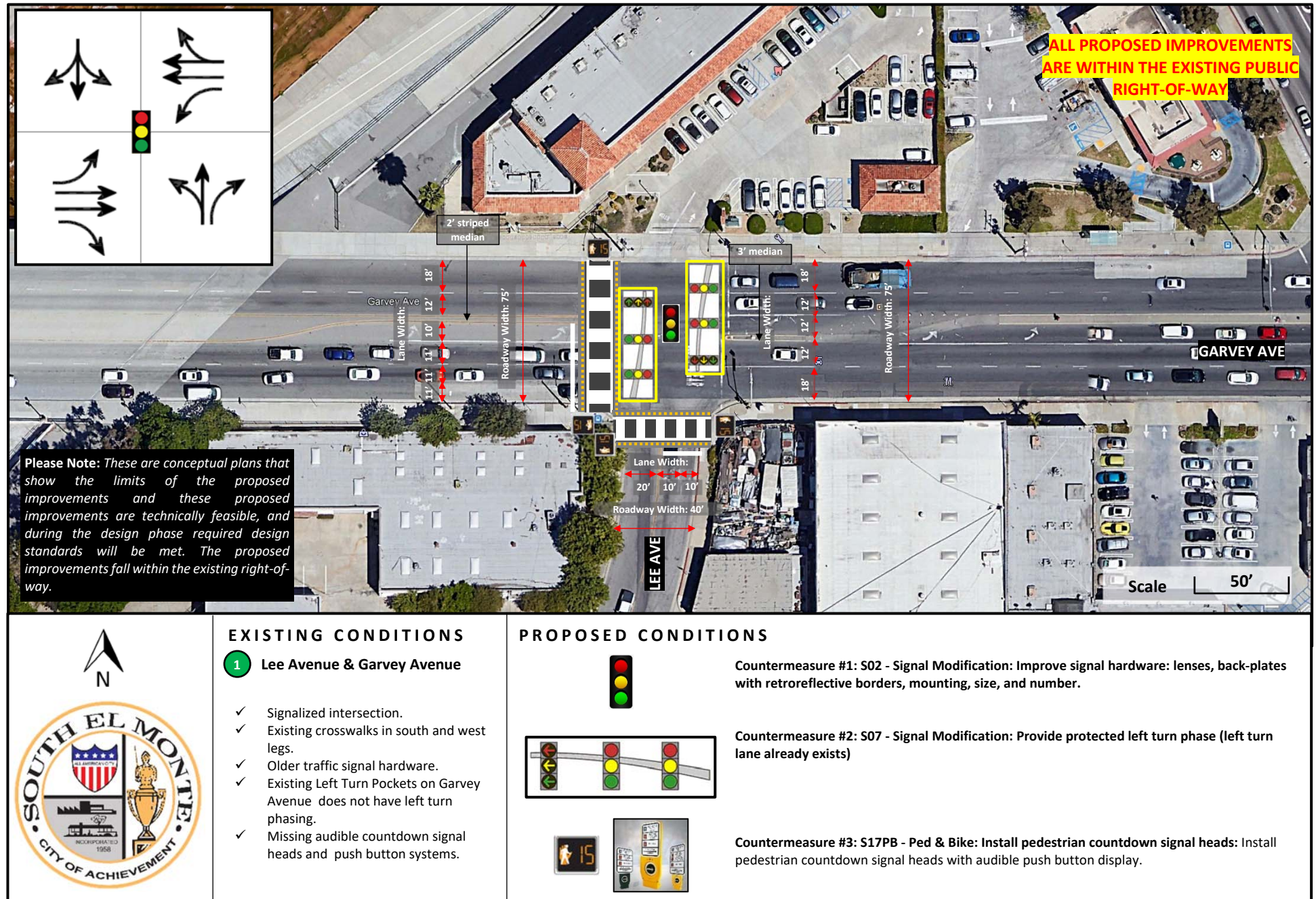
10 Support Letters (SEM).pdf

ATTACHMENT 2: VICINITY MAP / LOCATION MAP
City of South El Monte (Sponsoring Agency)



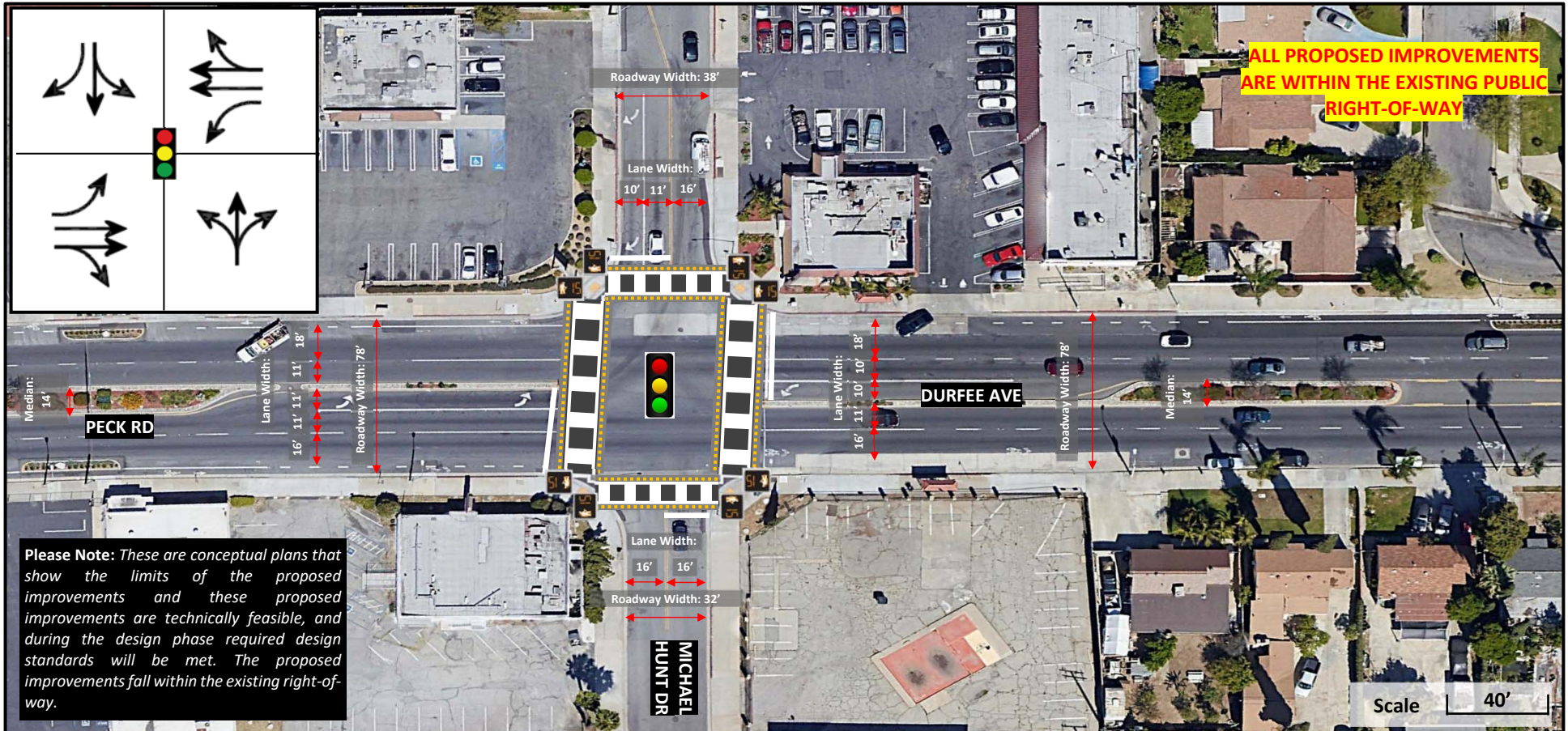
ATTACHMENT 3: Project Map/Plans Showing Existing & Proposed Conditions

Location 1: Lee Avenue & Garvey Avenue



ATTACHMENT 3: Project Map/Plans Showing Existing & Proposed Conditions

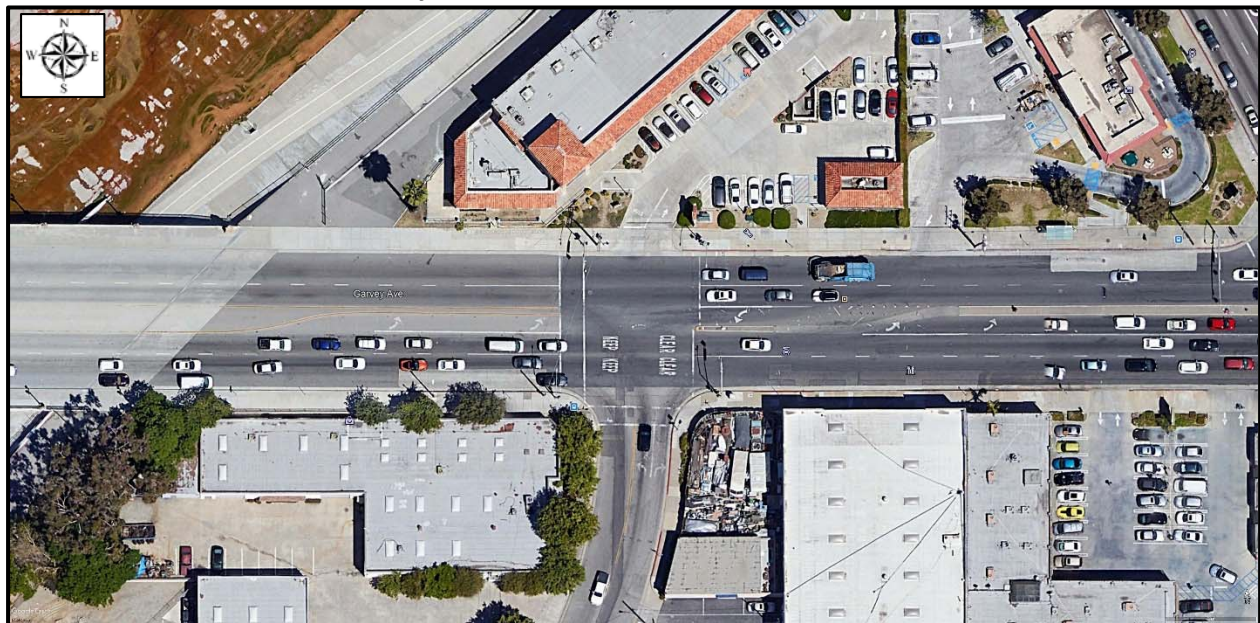
Location 2: Durfee Avenue / Peck Road & Michael Hunt Drive



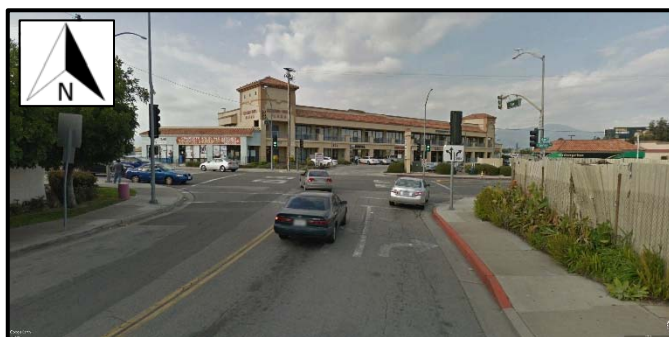
	EXISTING CONDITIONS 2 Durfee Avenue / Peck Road & Michael Hunt Drive ✓ Signalized intersection. ✓ Existing crosswalks in all legs. ✓ Older traffic signal hardware. ✓ Peck Road has existing Left Turn Phasing. ✓ Durfee Avenue has existing Left Turn Phasing. ✓ Michael Hunt Drive does not have Left Turn Pockets or Left Turn Phasing	PROPOSED CONDITIONS    Countermeasure #1: S02 - Signal Modification: Improve signal hardware: lenses, back-plates with retroreflective borders, mounting, size, and number. Countermeasure #3: S17PB - Ped & Bike: Install pedestrian countdown signal heads: Install pedestrian countdown signal heads with audible push button display.
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ATTACHMENT 4: Photos of Existing Conditions (Required for all applications)
City of South El Monte (Sponsoring Agency)

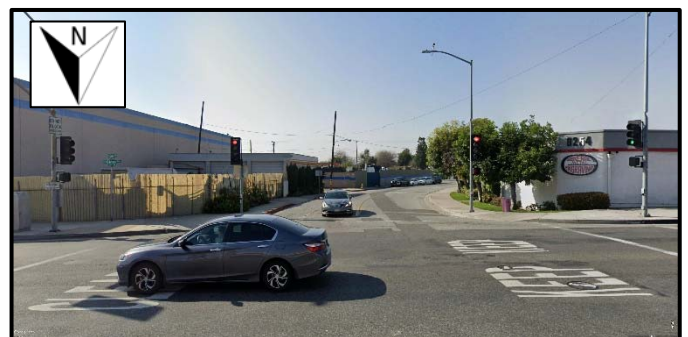
LOCATION 1: Lee Avenue & Garvey Avenue



Aerial view of intersection of Lee Avenue & Garvey Avenue



Northbound View on Lee Avenue toward intersection.



Southbound View on Lee Avenue toward intersection.



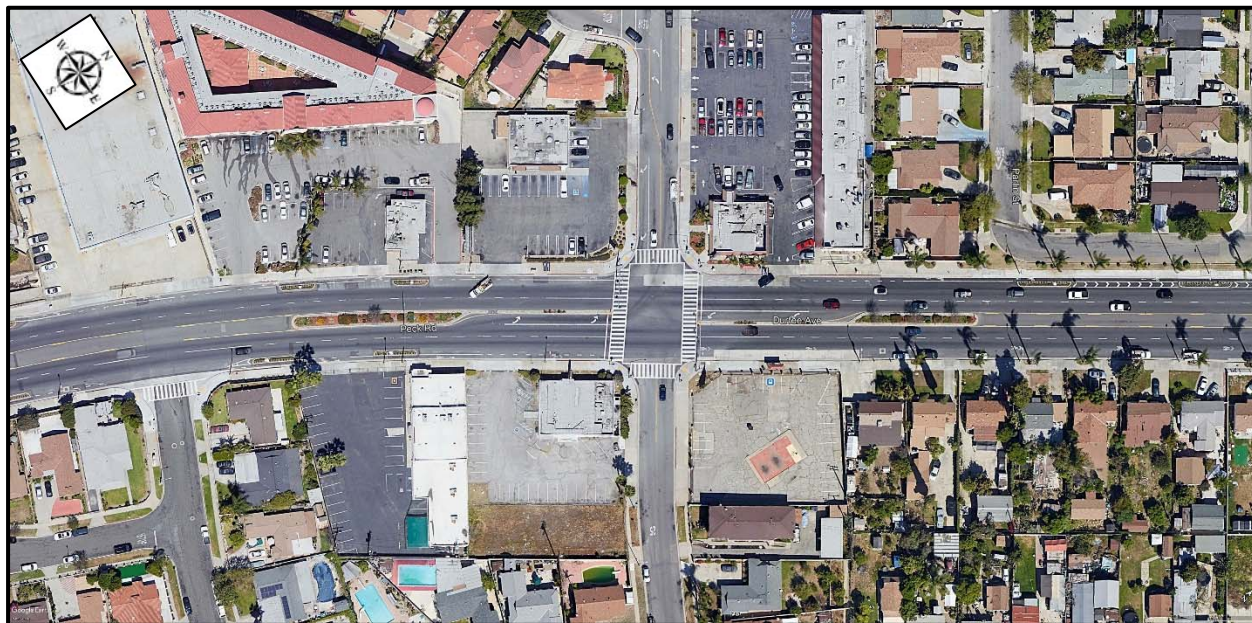
Eastbound View on Garvey Avenue toward intersection.



Westbound View on Garvey Avenue toward intersection.

ATTACHMENT 4: Photos of Existing Conditions (Required for all applications)
City of South El Monte (Sponsoring Agency)

LOCATION 2: Durfee Avenue/Peck Road & Michael Hunt Dr



Aerial view of intersection of Durfee Avenue/Peck Road & Michael Hunt Dr



Northbound View on Peck Road toward intersection.



Southbound View on Durfee Avenue toward intersection.



Eastbound View on Michael Hunt Dr toward intersection.



Westbound View on Michael Hunt Dr toward 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 (i.e. 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.

Save this file using "HA" + Application ID as the file name (e.g. "HA03-Sacramento-01.pdf"). Attach the completed HSIP Analyzer to the last page of the HSIP Application Form.

1. Application ID, Project Location and Project Description (copy from the HSIP Application Form):

Application ID: **HA07-South El Monte-1**

Project Location: (limited to 250 characters) This project is located in the City of South El Monte within the public ROW at various signalized intersections throughout the City.

Project Description: (limited to 250 characters) This project focuses on safety improvements such as left turn phasing, installation of signal hardware improvements to the lenses, back-plates, retroreflective borders, mounting, size, number, & audible pedestrian countdown heads.

2. Application Category (BCR or Set-asides): **Benefit Cost Ratio (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.

Type of project locations: **S (Signalized Intersections)**

Number of Intersections/Miles: **2**

Number of countermeasures for the project: **3**

CM No. 1:	S02: Improve signal hardware: lenses, back-plates with retroreflective borders, mounting, size, and number
CM No. 2:	S07: Provide protected left turn phase (left turn lane already exists)
CM No. 3:	SI7PB: Install pedestrian countdown signal heads

3. Project information

Functional Classification (FC): Major Collector

For California Road System (CRS) maps to check the FC, click [here](#).

Urban / Rural Area: Urban

What is the approximate total cost percentage that is HR3 eligible? 100%

Annual Average Daily Traffic (see instructions):

AADT (Major Road) 32,338

AADT (Minor Road) 2,712

Year of AADT 2020

Posted Speed Limit (mph): 35

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, click [here](#).)

Intersections

How were the safety needs and potential countermeasures for this project first identified?

Spot-location Safety Analysis

California established Systemic Safety Analysis Report Program (SSARP) in 2016 and Local Roadway Safety Plan (LRSP) Program in 2019. Was this project identified through the SSARP or LRSP?

No

Is the project focused primarily on "spot location(s)" or "systemic" improvements?

Spot location(s)

If it is systemic, the primary type of the "systemic" improvements is:

Not Systemic

What is the primary mode of travel intended to be benefited by this project (enter if not in the list)?

Motorized users

Approximate percentage of project cost going to improvements related to **motorized** travel

100%

4. Project schedule

The local agency is expected to deliver the project per [the HSIP Program Delivery requirements](#). Assuming the HSIP Cycle 10 projects selected for funding will be programmed by January 1, 2021, please enter your best estimated dates for the following implementation milestones. Leave blank if not applicable.

Will this project use HSIP funds for Preliminary Engineering (PE) Phase?

Will an external consultant be hired to do the PE work?

Delivery Milestones to be met: PE Authorization by 9/30/2021; CON Authorization by 6/30/2024.

PE Authorization Date:

Environmental Clearance Date:

Right of Way Clearance Date:

Final PS&E Date:

CON Authorization Date:

Construction Contract Award Date:

Construction Completion Date:

Project Close-Out Date:

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.
- Determine the project's maximum Funding Reimbursement Ratio (FRR).

I.1 Countermeasures (CMs) applied to all location(s) (from Page No. 1)

Number of countermeasures: 3

1. S02: Improve signal hardware: lenses, back-plates with retroreflective borders, mounting, size, and number; HSIP Funding Eligibility: 100%
2. S07: Provide protected left turn phase (left turn lane already exists); HSIP Funding Eligibility: 100%
3. S17PB: Install pedestrian countdown signal heads; HSIP Funding Eligibility: 100%

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. **Do not enter data for gray fields (calculated or not used).**

	No.	Item Description	Unit	Quantity	Unit Cost	Total	% for CM#1 (S02)	% for CM#1 (S07)	% for CM#1 (S17PB)	% for OS*	% for NS**
+	1	S02: Improve signal hardware: lenses, back-plates with retroreflective borders, mounting, size, and number	EA	2	\$80000.00	160,000	100 %	0 %	0 %	0 %	0 %
-											
+	2	S07: Provide protected left turn phase (left turn lane already exists), for two directions	EA	1	250,000	250,000	%	100 %	%	%	0 %
-											
+	3	S17PB: Install pedestrian countdown signal heads	EA	12	\$5000.00	60,000	%	%	100 %	%	0 %
-											
		Weighted Average (%)					34%	53%	13%		
		Total (\$)				\$470,000					

* % 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 %

\$47,000

Total Construction Cost (Con Items & Contingencies):

(Rounded up to the nearest hundreds)

\$517,000

I.3 Funding Reimbursement Ratio

Project's Maximum Funding Reimbursement Ratio = 100.0%

The project's Maximum Funding Reimbursement Ratio is calculated as the least of the FEs 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).

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 Funding 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 narrative question No. 3 in the HSIP Application Form.

Project's maximum Funding 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	\$10,000	100 %	\$10,000	\$0
PS&E	\$63,000	100 %	\$63,000	\$0
Subtotal - PE	\$73,000	100 %	\$73,000	\$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	\$517,000 (Read only - from Section I)	100 %	\$517,000	\$0
Subtotal - Construction	\$580,000	100 %	\$580,000	\$0
PROJECT TOTAL	\$653,000	100 %	\$653,000	\$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 narrative question No 3 in the HSIP application form.

Section III. 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 historical crash data at the project sites.

Different CMs will reduce crashes of different types during the life of the safety improvements. Depending on the selected CMs for the application, 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.)

Note: If a Roundabout CM (SI6 or NS04 or NS05) is selected, additional information (such as roundabout configuration and ADT) is required.

For more information regarding crash data, please refer to the Manual for HSIP Analyzer and the Local Roadway Safety Manual.

1. Please indicate the sources of the crash data. Typical sources include Statewide Integrated Traffic Records System (SWITRS), UC Berkeley SafeTREC TIMS, your locally preferred mapping software (such as Crossroads) or any other data sources.

All data analyzed and collected was per the Statewide Integrated Traffic Records System (SWITRS) and UC Berkeley SafeTREC TIMS.

2. Please explain how "incremental approach" has been pursued if CM R15, R16, R17 or R18 is proposed. Please skip this question if none of these CMs are being proposed.

Countermeasure R15 (Widen shoulder), R16 (Curve shoulder widening (outside only)), R17 (Improve horizontal alignment (flatten curves)) and R18 (Flatten crest vertical curve) are not eligible unless they are done as the last step of an "incremental approach". Applicants need to document they have already installed lower cost and lower impact CMs but the crash rate is unacceptably high. What safety improvements have been pursued and installed at the project sites within the last ten years?

Not applicable. None of these CMs are being proposed.

III.1 List of Project Locations

List all locations/sites included in this project. Highlighted fields must be filled in.

1) Initially there is only one location line in each group. Click "+"/"-" to add a new line/delete an existing line;
2) Enter location description for each line. The same descriptions will be auto-populated in III.2.

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. Please limit the number of rows to no more than 25.

Based on the criteria described on the last page, the locations/sites need to be divided into

1

 groups.

	Location No.	Location Description (Intersection Name or Road Limit or General Description)	
		Location type for this project:	S (Signalized Intersections)
		GROUP No. 1	
+ -	1	Citywide Signalized Intersections	

III.2: Countermeasures and Crash Data

Countermeasures and Crash Data -Location Group No. 1 of 1

[Hide Group Details](#)

Step 1: Check countermeasure(s) to be applied for the locations in this group (countermeasures available are from Page 1).

	No.	Countermeasure (CM) Name	CM Type*	Crash Reduction Factor (CRF)	Expected Life (Years)	Crash Type	Federal Funding Eligibility
☒	1	S02: Improve signal hardware: lenses, back-plates with retroreflective borders, mounting, size, and number	S	0.15	10	All	100%
☒	2	S07: Provide protected left turn phase (left turn lane already exists)	S	0.3	20	All	100%
☒	3	S17PB: 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	Citywide Signalized Intersections	1	2	6	11	0	20
	Total	1	2	6	11	0	20

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	Citywide Signalized Intersections	1	1	2	0	0	4
	Total	1	1	2	0	0	4

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

Benefit Summary:

Information/Data*	Benefit from CM #1	Benefit from CM #2	Benefit from CM #3	Total Benefit
Location type: S (Signalized Intersections) Number of location(s): 1 Number of selected countermeasure(s): 3 (S02 S07 S17PB) Crash Data Information: Crash data period (years): 5 Number of crashes(F/SI/OVI/I-CP/PDO)*: All: 1,2,6,11,0 Ped & Bike: 1,1,2,0,0	\$1,758,700	\$7,425,619	\$2,243,329	\$11,427,648
Sum	\$1,758,700	\$7,425,619	\$2,243,329	\$11,427,648

*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.

BCR and other key information:

Transfer the "Total Project Cost" , "HSIP Funds Requested" and the BCR to Page 2 of the HSIP Application Form.

Safety Countermeasure Information

Number of countermeasures: 3

S02: Improve signal hardware: lenses, back-plates with retroreflective borders, mounting, size, and number

S07: Provide protected left turn phase (left turn lane already exists)

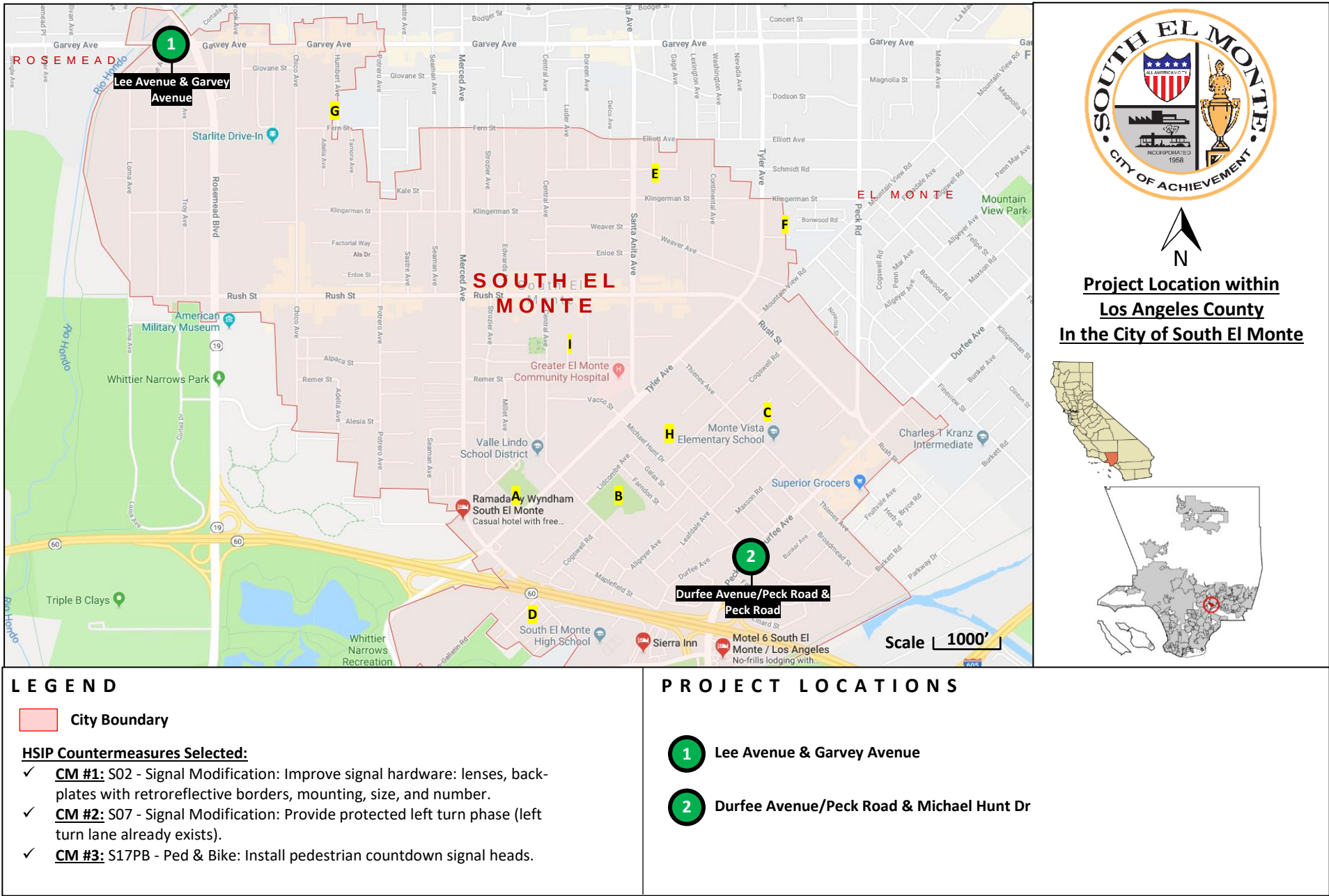
S17PB: Install pedestrian countdown signal heads

Cost, FRR, Benefit and BCR:

Total Project Cost	HSIP Funds Requested	Max. FRR
\$653,000	\$653,000	100%
Total Expected Benefit	Benefit Cost Ratio (BCR)	
11,427,648	17.50	

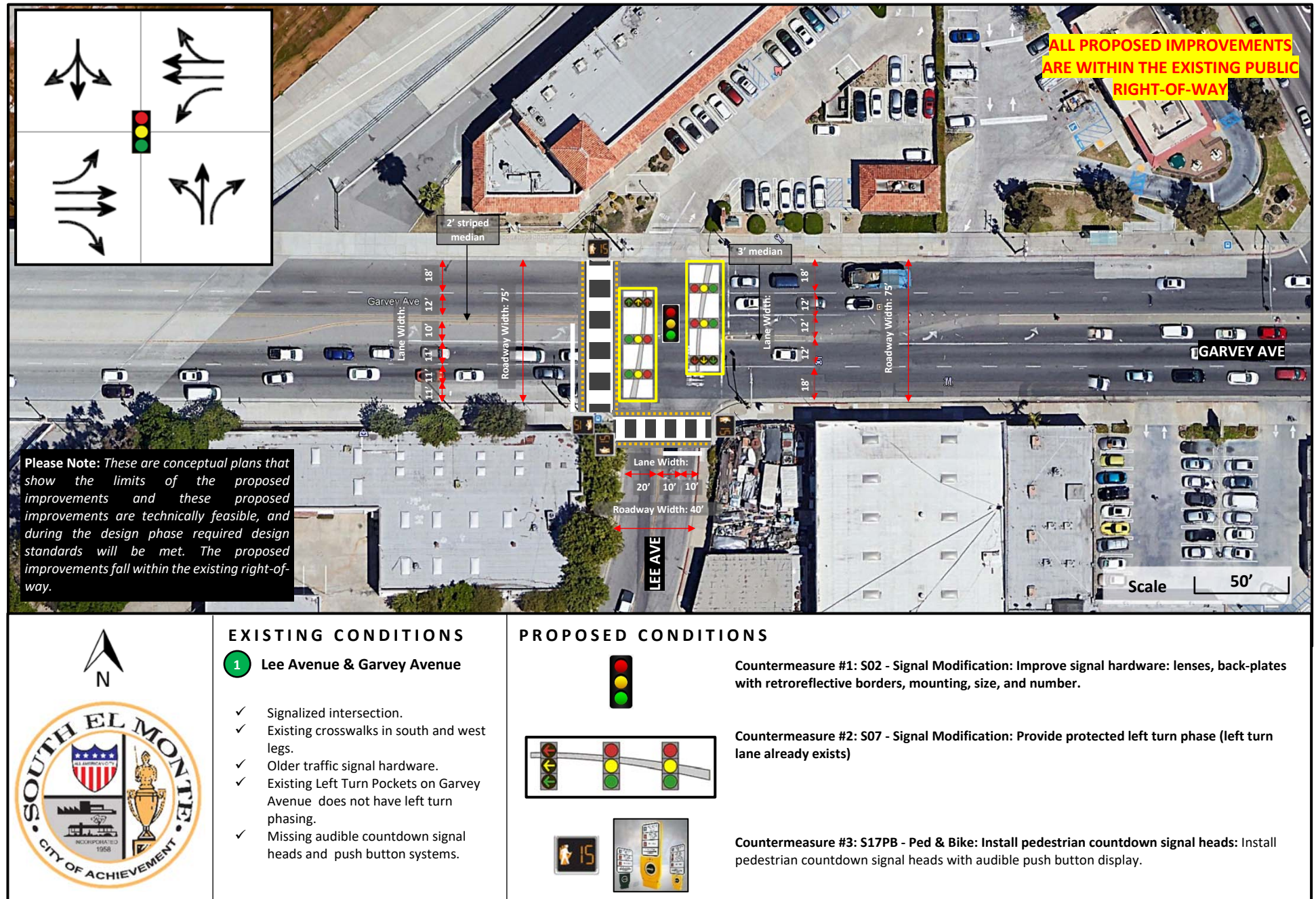
Attachment B

ATTACHMENT 2: VICINITY MAP / LOCATION MAP
City of South El Monte (Sponsoring Agency)



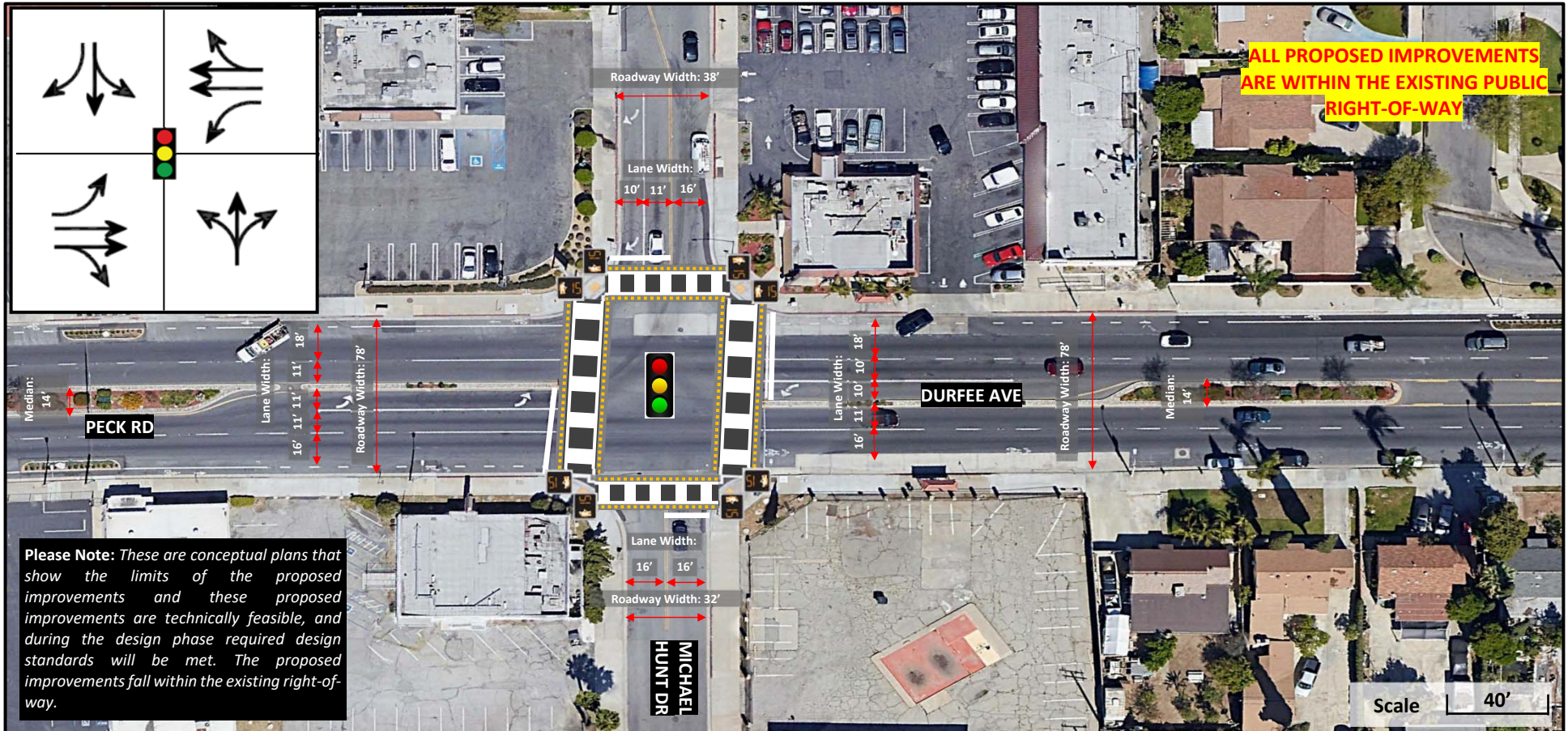
ATTACHMENT 3: Project Map/Plans Showing Existing & Proposed Conditions

Location 1: Lee Avenue & Garvey Avenue



ATTACHMENT 3: Project Map/Plans Showing Existing & Proposed Conditions

Location 2: Durfee Avenue / Peck Road & Michael Hunt Drive



	EXISTING CONDITIONS 2 Durfee Avenue / Peck Road & Michael Hunt Drive ✓ Signalized intersection. ✓ Existing crosswalks in all legs. ✓ Older traffic signal hardware. ✓ Peck Road has existing Left Turn Phasing. ✓ Durfee Avenue has existing Left Turn Phasing. ✓ Michael Hunt Drive does not have Left Turn Pockets or Left Turn Phasing	PROPOSED CONDITIONS Countermeasure #1: S02 - Signal Modification: Improve signal hardware: lenses, back-plates with retroreflective borders, mounting, size, and number. Countermeasure #3: S17PB - Ped & Bike: Install pedestrian countdown signal heads: Install pedestrian countdown signal heads with audible push button display.
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City Council Agenda Report

Agenda Item No. 9.a.

DATE: October 25, 2022

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, Interim City Manager

SUBMITTED BY: Colby Cataldi, Community Development Director

SUBJECT: ORDINANCE NO. 1261, AMENDING THE SOUTH EL MONTE MUNICIPAL CODE BY MODIFYING TITLE 15 THEREOF ADOPTING BY REFERENCE THE 2023 LOS ANGELES COUNTY BUILDING CODE (TITLE 26), ELECTRICAL CODE (TITLE 27), PLUMBING CODE (TITLE 28), MECHANICAL CODE (TITLE 29), RESIDENTIAL CODE (TITLE 30), GREEN BUILDING STANDARDS CODE (TITLE 31), FIRE CODE (TITLE 32) AND EXISTING BUILDING CODE (TITLE 33), WITH CERTAIN AMENDMENTS, ADDITIONS AND DELETIONS THERETO

SUMMARY: Since incorporation, the City has adopted the Los Angeles County building codes by reference. These codes contain essential amendments and additions to the State Building Codes. Included in these amendments are the important chapters for grading, seismic requirements and substandard properties. The State of California adopts and publishes State Building Codes and mandates they become effective throughout the State 180 days after publication.

RECOMMENDED ACTION: Staff recommends that the City Council take the following action:

1. Waive first reading and introduce Ordinance No. 1261, amending the South El Monte Municipal Code by modifying Title 15, Chapters 15.02, 15.04, 15.06, 15.08, 15.10, 15.12, 15.14 and 15.16 thereof, by adopting by reference the 2023 Los Angeles County Building Code (Title 26), Electrical Code (Title 27), Plumbing Code (Title 28), Mechanical Code (Title 29), Residential Code (Title 30), Green Building Standards Code (Title 31), Fire Code (Title 32), and Existing Building Code (Title 33), with certain amendments, additions and deletions thereto, and
2. Schedule a public hearing at a future city council meeting to consider adoption of said Ordinance.

FISCAL IMPACT: Approval of this item will not have an impact on the Fiscal Year 2022-2023 City budget.

DISCUSSION: State law requires local governments to enforce California Title 24 (the State's Building Codes which originate from the International Code Council and the International Association of Plumbing and Mechanical Officials). Most jurisdictions in Los Angeles County wait to comply with this requirement until the County of Los Angeles adopts the Building Codes and all of the associated local amendments. Then, these jurisdictions adopt the County Building Codes. Attachment "B" includes the County amendments to California's Codes.

On July 1, 2022, the California Building Standards Commission published Title 24, "California Building Standards Code." These codes will become effective January 1, 2023.

On October 18, 2022, the County of Los Angeles Board of Supervisors introduced an Ordinance adopting by reference the 2022 California Building Codes with local amendments. After holding a public hearing, the Board of Supervisors scheduled a second reading of the Ordinance on November 15, 2022.

Consistent with past practice, staff is recommending that the City adopt the 2023 Los Angeles County Codes. The major benefits realized by adopting the County Codes are:

- The County Codes are common and well known to contractors.
- The County Codes contain well-reasoned local amendments that are supported by findings and which are consistently applied throughout the County of Los Angeles.
- The County Codes are virtually identical to the Codes adopted by the City of Los Angeles and many other cities.
- The County Codes are readily available for purchase by architects, engineers, and contractors.
- Users can purchase the amendments to the California Codes direct from ICC (the publisher of the California Building Code), and insert those sheets directly into the California Codes, making it much easier for users to understand the context and to achieve compliance.
- Because of their widespread use, the County Codes are close to acting as a standard. Many of the architects and general contractors the City does business with have already purchased the County amendments to the California Codes because they work in areas where the County Codes are enforced.
- A challenge to an amendment is unlikely because the challenge would be against the County of Los Angeles and all its resources.
- Far less language must be codified into the Municipal Code, thereby reducing the City's codifying costs.

While jurisdictions can establish their own administration of the codes, jurisdictions are only allowed to amend the technical requirements of the State Codes based on local climatic, topographical, or geological conditions, and only if the requirement is more restrictive than the current State Code. Findings must be made for each amendment to the State Codes, and a copy of these findings must be filed with the Building Standards Commission. No local amendment is enforceable unless filed with the California Building

Standards Commission. See Attachment “B” for County amendment findings. These findings are also applicable to the City.

ATTACHMENT(S):

- A. Ordinance No. 1261
- B. LA County Amendment Findings

Attachment A

ORDINANCE NO. 1261

AN ORDINANCE OF THE CITY OF SOUTH EL MONTE AMENDING THE SOUTH EL MONTE MUNICIPAL CODE AT CHAPTERS 15.02, 15.04, 15.06, 15.08, 15.10, 15.12, 15.14 AND 15.16 BY MODIFYING TITLE 15 THEREOF ADOPTING BY REFERENCE THE 2023 LOS ANGELES COUNTY BUILDING CODE (TITLE 26), ELECTRICAL CODE (TITLE 27), PLUMBING CODE (TITLE 28), MECHANICAL CODE (TITLE 29), RESIDENTIAL CODE (TITLE 30), GREEN BUILDING STANDARDS CODE (TITLE 31), FIRE CODE (TITLE 32) AND EXISTING BUILDING CODE (TITLE 33), WITH CERTAIN AMENDMENTS, ADDITIONS AND DELETIONS THERETO

WHEREAS, it is the intent of the City Council, in enacting this ordinance, to adopt the Los Angeles County Code pertaining to Building and Construction Codes regulations.

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

SECTION 1: Findings and local conditions.

- A. California law requires that on January 1, 2023, all portions of Title 24 in the 2022 California Code of Regulations will be effective within the City: and,
- B. The City may amend the provisions of the California Code of Regulations Title 24 provided express findings for each amendment, addition or deletion is made based upon climatic, topographical or geological conditions.
- C. The City shall file the amendments, additions or deletions shall be filed with California Building Standards Commission.
- D. The Building Official has recommended modifying certain parts of California Code of Regulations Title 24 due to local climatic, topographical and geological conditions in the City of South El Monte.
- E. The findings supporting the necessity for the amendments to building standards herein are contained in Attachment A to this ordinance in accordance with California Health and Safety Code Section 18941.5 and are incorporated by reference herein.
- F. The South El Monte City Council hereby finds, determines and declares that those certain amendments to the State Code are appropriate and necessary to meet local conditions existing in the City of South El Monte, and this Council hereby further finds, determines and declares that each such change is required for the protection of the public safety and is reasonably necessary because of local climatic, geological conditions.
- G. In accordance with Section 15061(b)(3) of Title 14 of the California Code of Regulations, the adoption of local amendments to the California Building Standards Code and amending the South El Monte Municipal Code, are exempt from the provisions of the California Environmental Quality Act.

SECTION 2: The purpose of this ordinance is to amend the City of South El Monte Municipal Code by adopting by reference, and amending where necessary, that certain ordinances of the County of Los Angeles Codes, Building, Electrical, Plumbing, Mechanical , Residential, Green Building Standards, Fire Code and Existing Building Codes which adopt by reference California Building, Electrical, Mechanical, Plumbing, Residential, Green Building Standards, Fire Code and Existing Building Codes (Title 24, Parts 2, 2.5, 3, 4, 5, 10, 9 and 11) and which make amendments, additions and deletions thereto. Therefore, set forth in Exhibit “A” of this Ordinance, the City of South El Monte Municipal Code is hereby amended by repealing the old and replacing with the new

1. Title 15, Chapter 15.02 Building Code
2. Title 15, Chapter 15.04 Plumbing Code
3. Title 15, Chapter 15.06 Residential Code
4. Title 15, Chapter 15.08 Mechanical Code
5. Title 15, Chapter 15.10 Electrical Code
6. Title 15, Chapter 15.12 Green Building Standards Code
7. Title 15, Chapter 15.14 Fire Code
8. Title 15, Chapter 15.16 Existing Building Code

SECTION 3: Continuation of existing law. Where they are substantially the same as existing law, the provisions of the City of El Monte Buildings and Construction Code shall be considered continuations of existing law and shall not be considered new enactments.

SECTION 4: Maintenance and distribution of code. Not less than one copy of the City of South El Monte Buildings and Construction Codes, duly certified by the City Clerk, shall be kept on file in the office of the City Clerk for examination and use by the public. Amendments to this code shall be noted by ordinance number on the appropriate pages of such code of this code and one complete file of amendatory ordinances, indexed for ready reference, shall be maintained in the office of the City Clerk for use and examination by the public. Distribution or sale of additional copies of this code shall be made as directed by the City Council. In addition, one copy of said City of South El Monte Building and Construction Codes may likewise be maintained by the Director of Community Development Department for examination and use by the public.

SECTION 5: Catchlines of sections. The catchlines of the several sections of this code printed in boldface type are intended as mere catchwords to indicate the contents of the section and shall not be deemed or taken to be titles of such sections; nor as any part of the section, nor, unless expressly so provided, shall they be so deemed when any of such sections, including the catchlines, are amended or reenacted.

SECTION 6: Severability of provisions. If any section, subsection, sentence, clause, phrase or portion of this ordinance and/or the code adopted thereby 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 ordinance. The South El Monte City Council hereby declares that it would have adopted this ordinance and the code adopted thereby and each section, subsection, sentence, clause, phrase or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases or portions thereof may be declared invalid or unconstitutional.

SECTION 7: Certification and publication. The ordinance shall take effect on January 1, 2023 and within (5) days after its passage, the City Clerk of the City of El Monte shall certify to the passage and adoption of this ordinance and to its approval by the Mayor and City Council and the Building Official shall

cause the same to be filed with the California Building Standards Commission. And within (15) days after its passage, the City Clerk shall certify to the adoption of this ordinance and shall cause a summary of same to be published once in a newspaper of general circulation within the City of El Monte.

PASSED, APPROVED AND ADOPTED this ____ day of _____, 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. 1261 was passed and approved by the City Council of the City of South El Monte at a regular meeting of said Council held on the ____ day of _____, 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donna G. Schwartz, City Clerk

TITLE 15

BUILDINGS AND CONSTRUCTION

CHAPTER 15.02 BUILDING CODE

15.02.010 LOS ANGELES COUNTY CODE, TITLE 26, BUILDING CODE ADOPTED

Chapters 1 through 35, 66, 67, 96, 98, 99 and Appendices I and J of Title 26, Los Angeles County Building Code, as amended and in effect on or before January 1, 2023, adopting the 2022 California Building Code, is hereby adopted by reference pursuant to the provisions of Sections 50022.1 through 50022.10 of the Government Code of the State of California as though fully set forth herein, and made a part of the South El Monte Municipal Code with the same force and effect as though set out herein in full, including all of the regulations, revisions, conditions and terms contained therein except as revised in this ordinance by section 15.02.020 below, regulating and controlling the design, construction, quality of materials, grading, use, occupancy, location and maintenance of all buildings or structures and prescribing conditions under which such work may be carried on within the city and providing for the issuance of permits and the collection of fees therefor.

All references made to County may mean City of South El Monte or Los Angeles County depending on the context.

In accordance with Section 50022.6 of the California Government Code, not less than one copy of said Title 26 of the Los Angeles County Building Code together with any and all amendments thereto proposed by the City of South El Monte, has been and is now filed in the office of the Community Development Department, shall be remain on file with the Building Official, shall collectively be known as the *City of South El Monte Building Code* and may be cited as Chapter 15.02 of the South El Monte Municipal Code.

15.02.020 FEE SCHEDULE; MODIFICATION BY RESOLUTION

The fee schedules adopted by Section 15.02.010 shall apply to fees arising under the building code, except where a different fee has been adopted by resolution of the city council.

15.02.030 EFFECT OF ADOPTION.

The adoption of the City Building Code and the repeal, addition or amendment of ordinances by this code shall not affect the following matters:

- (A) Actions and proceedings which began the effective date of this code.
- (B) Prosecution for ordinance violations committed before the effective date of this code.
- (C) Licenses and penalties due and unpaid at the effective date of this code, and the collection of these licenses and penalties.
- (D) Bonds and cash deposits required to be posted, filed or deposited pursuant to any ordinance.
- (E) Matters of record which refer to or are connected with ordinances the substances of which are included in this code; these references shall be construed to apply to the corresponding provisions of the code.

15.02.040 PENALTY; VIOLATIONS.

(A) **General penalty; continuing violations.** Every act prohibited or declared unlawful and every failure to perform an act required by this code is a misdemeanor or an infraction as set forth in the said respective pertinent sections of this code and any person causing or permitting a violation of any such section of said code shall be subject to the penalties ascribed to each such section as set forth herein. Where silent as to whether a violation is a misdemeanor or infraction, the City Attorney may prosecute such violation as either a misdemeanor or infraction in his/her discretion.

(B) **Violations including aiding, abetting, and concealing.** Every person who causes, aids, abets or conceals the fact of a violation of this code is guilty of violating this code.

(C) **Enforcement by civil action.** In addition to the penalties provided herein, the said code may be enforced by civil action. Any condition existing in violation of this code is a public nuisance and may be summarily abated by the city.

TITLE 15

BUILDINGS AND CONSTRUCTION

CHAPTER 15.04 PLUMBING CODE

15.04.010 LOS ANGELES COUNTY CODE, TITLE 28, PLUMBING CODE ADOPTED

Los Angeles County Plumbing Code Chapter 1 through Chapter 17, and Appendices A.B, D, H, I and J, Title 28, the Los Angeles County Plumbing Code, as amended and in effect on or before January 1, 2023, adopting the 2022 California Plumbing Code, is hereby adopted by reference pursuant to the provisions of Sections 50022.1 through 50022.10 of the Government Code of the State of California as though fully set forth herein, and made a part of the South El Monte Municipal Code with the same force and effect as though set out herein in full, including all of the regulations, revisions, conditions and terms contained therein except as revised in this ordinance by section 15.04.020 below.

Not less than one copy of said Title 28 of the Los Angeles County Plumbing Code together with any and all amendments thereto proposed by the City of South El Monte, has been and is now filed in the office of the Community Development Department and shall remain on file with Building Official, and shall collectively be known as the *City of South El Monte Plumbing Code* and may be cited as Chapter 15.04 of the South El Monte Municipal Code, regulating plumbing and drainage systems, house sewers, private sewage disposal systems and prescribing conditions under which such work may be carried on within the city and providing for the issuance of permits and the collection of fees therefor.

15.04.020 FEE SCHEDULE; MODIFICATION BY RESOLUTION

The fee schedules adopted by Section 15.04.010 shall apply to fees arising under the building code, except where a different fee has been adopted by resolution of the city council.

15.02.030 EFFECT OF ADOPTION.

The adoption of the City Plumbing Code and the repeal, addition or amendment of ordinances by this code shall not affect the following matters:

(A) Actions and proceedings which began the effective date of this code.

- (B) Prosecution for ordinance violations committed before the effective date of this code.
- (C) Licenses and penalties due and unpaid at the effective date of this code, and the collection of these licenses and penalties.
- (D) Bonds and cash deposits required to be posted, filed or deposited pursuant to any ordinance.
- (E) Matters of record which refer to or are connected with ordinances the substances of which are included in this code; these references shall be construed to apply to the corresponding provisions of the code.

15.04.040 PENALTY; VIOLATIONS.

(A) ***General penalty; continuing violations.*** Every act prohibited or declared unlawful and every failure to perform an act required by this code is a misdemeanor or an infraction as set forth in the said respective pertinent sections of this code and any person causing or permitting a violation of any such section of said code shall be subject to the penalties ascribed to each such section as set forth herein. Where silent as to whether a violation is a misdemeanor or infraction, the City Attorney may prosecute such violation as either a misdemeanor or infraction in his/her discretion.

(B) ***Violations including aiding, abetting, and concealing.*** Every person who causes, aids, abets or conceals the fact of a violation of this code is guilty of violating this code.

(C) ***Enforcement by civil action.*** In addition to the penalties provided herein, the said code may be enforced by civil action. Any condition existing in violation of this code is a public nuisance and may be summarily abated by the city.

TITLE 15

BUILDINGS AND CONSTRUCTION

CHAPTER 15.06 RESIDENTIAL CODE

15.06.010 LOS ANGELES COUNTY CODE, TITLE 30, RESIDENTIAL CODE ADOPTED

Section 1206 (Sound Transmission) of Chapter 12, Chapters 67, 69, 96, 98, 99, and appendix J of Title 26 of the Los Angeles County Building Code are adopted by reference as amended by City of South El Monte Building Code and incorporated in to this Section as if fully set forth below and shall be known as Section 1207 of Chapter 12, Chapters 67, 69, 96, 98, 99, and appendix J of the City of South El Monte Residential Code.

Chapters 1 through 10, 44 and Appendix H of Title 30, Los Angeles County Residential Code, as amended and in effect on or before January 1, 2023, adopting the 2022 California Residential Code, is hereby adopted by reference pursuant to the provisions of Sections 50022.1 through 50022.10 of the Government Code of the State of California as though fully set forth herein, and made a part of the South El Monte Municipal Code with the same force and effect as though set out herein in full, including all of the regulations, revisions, conditions and terms contained therein except as revised in this ordinance by section 15.06.020 below.

Not less than one copy of said Title 30 of the Los Angeles County Residential Code together with any and all amendments thereto proposed by the City of South El Monte, has been and is now filed in the office of the Community Development Department and shall remain on file with Building Official, and shall collectively be known as the *City of South El Monte Residential Code* and may be cited as Chapter 15.06 of the South El Monte Municipal Code.

15.06.020 FEE SCHEDULE; MODIFICATION BY RESOLUTION

The fee schedules adopted by Section 15.06.010 shall apply to fees arising under the building code, except where a different fee has been adopted by resolution of the city council.

15.06.030 EFFECT OF ADOPTION.

The adoption of the City Residential Code and the repeal, addition or amendment of ordinances by this code shall not affect the following matters:

- (A) Actions and proceedings which began the effective date of this code.
- (B) Prosecution for ordinance violations committed before the effective date of this code.
- (C) Licenses and penalties due and unpaid at the effective date of this code, and the collection of these licenses and penalties.
- (D) Bonds and cash deposits required to be posted, filed or deposited pursuant to any ordinance.
- (E) Matters of record which refer to or are connected with ordinances the substances of which are included in this code; these references shall be construed to apply to the corresponding provisions of the code.

15.04.040 PENALTY; VIOLATIONS.

(A) ***General penalty; continuing violations.*** Every act prohibited or declared unlawful and every failure to perform an act required by this code is a misdemeanor or an infraction as set forth in the said respective pertinent sections of this code and any person causing or permitting a violation of any such section of said code shall be subject to the penalties ascribed to each such section as set forth herein. Where silent as to whether a violation is a misdemeanor or infraction, the City Attorney may prosecute such violation as either a misdemeanor or infraction in his/her discretion.

(B) ***Violations including aiding, abetting, and concealing.*** Every person who causes, aids, abets or conceals the fact of a violation of this code is guilty of violating this code.

(C) ***Enforcement by civil action.*** In addition to the penalties provided herein, the said code may be enforced by civil action. Any condition existing in violation of this code is a public nuisance and may be summarily abated by the city.

TITLE 15

BUILDINGS AND CONSTRUCTION

CHAPTER 15.08 MECHANICAL CODE

15.08.010 LOS ANGELES COUNTY CODE, TITLE 29, MECHANICAL CODE ADOPTED

Los Angeles County Mechanical Code Chapter 1 through Chapter 17 and Appendices B, C and D, Title 29, the Los Angeles County Mechanical Code, as amended and in effect on or before January 1, 2023, adopting the 2022 California Mechanical Code, is hereby adopted by reference pursuant to the provisions of Sections 50022.1 through 50022.10 of the Government Code of the State of California as though fully set forth herein, and made a part of the South El Monte Municipal Code with the same force and effect as though set out herein in full, including all of the regulations, revisions, conditions and terms contained therein except as revised in this ordinance by section 01257.0001/829434.1

15.08.020 below.

Not less than one copy of said Title 29 of the Los Angeles County Mechanical Code together with any and all amendments thereto proposed by the City of South El Monte, has been and is now filed in the office of the Community Development Department and shall remain on file with Building Official, and shall collectively be known as the *City of South El Monte Mechanical Code* and may be cited as Chapter 15.08 of the South El Monte Municipal Code.

15.08.020 FEE SCHEDULE; MODIFICATION BY RESOLUTION

The fee schedules adopted by Section 15.08.010 shall apply to fees arising under the building code, except where a different fee has been adopted by resolution of the city council.

15.06.030 EFFECT OF ADOPTION.

The adoption of the City Mechanical Code and the repeal, addition or amendment of ordinances by this code shall not affect the following matters:

- (A) Actions and proceedings which began the effective date of this code.
- (B) Prosecution for ordinance violations committed before the effective date of this code.
- (C) Licenses and penalties due and unpaid at the effective date of this code, and the collection of these licenses and penalties.
- (D) Bonds and cash deposits required to be posted, filed or deposited pursuant to any ordinance.
- (E) Matters of record which refer to or are connected with ordinances the substances of which are included in this code; these references shall be construed to apply to the corresponding provisions of the code.

15.04.040 PENALTY; VIOLATIONS.

(A) ***General penalty; continuing violations.*** Every act prohibited or declared unlawful and every failure to perform an act required by this code is a misdemeanor or an infraction as set forth in the said respective pertinent sections of this code and any person causing or permitting a violation of any such section of said code shall be subject to the penalties ascribed to each such section as set forth herein. Where silent as to whether a violation is a misdemeanor or infraction, the City Attorney may prosecute such violation as either a misdemeanor or infraction in his/her discretion.

(B) ***Violations including aiding, abetting, and concealing.*** Every person who causes, aids, abets or conceals the fact of a violation of this code is guilty of violating this code.

(C) ***Enforcement by civil action.*** In addition to the penalties provided herein, the said code may be enforced by civil action. Any condition existing in violation of this code is a public nuisance and may be summarily abated by the city.

TITLE 15

BUILDINGS AND CONSTRUCTION

CHAPTER 15.10 ELECTRICAL CODE

15.10.010 LOS ANGELES COUNTY CODE, TITLE 27, ELECTRICAL CODE ADOPTED

Los Angeles County Electrical Code Article 89 , 90, Chapter 1 through 9, and Annexes A, B, C, D, E, F, G, H, I and J, Title 27, The Los Angeles County Electrical Code, as amended and in effect on or before January 1, 2023, adopting the 2022 California Electrical Code, except as otherwise provided in said Title 27, is hereby adopted by reference pursuant to the provisions of Sections 50022.1 through 50022. 10 of the Government Code of the State of California as though fully set forth herein and made a part of the South El Monte Municipal Code with the same force and effect as though set out herein in full, including all of the regulations, revisions, conditions and terms contained therein except as revised in this ordinance by section 15.10.020 below.

Not less than one copy of said Title 27 of the Los Angeles County Electrical Code together with any and all amendments thereto proposed by the City of South El Monte, has been and is now filed in the office of the Community Development Department and shall be remain on file with Building Official, and shall collectively be known as the *City of South El Monte Electrical Code* and may be cited as Chapter 15.10 of the South El Monte Municipal Code.

15.10.020 FEE SCHEDULE; MODIFICATION BY RESOLUTION

The fee schedules adopted by Section 15.10.010 shall apply to fees arising under the building code, except where a different fee has been adopted by resolution of the city council.

15.10.030 EFFECT OF ADOPTION.

The adoption of the City Electrical Code and the repeal, addition or amendment of ordinances by this code shall not affect the following matters:

- (A) Actions and proceedings which began the effective date of this code.
- (B) Prosecution for ordinance violations committed before the effective date of this code.
- (C) Licenses and penalties due and unpaid at the effective date of this code, and the collection of these licenses and penalties.
- (D) Bonds and cash deposits required to be posted, filed or deposited pursuant to any ordinance.
- (E) Matters of record which refer to or are connected with ordinances the substances of which are included in this code; these references shall be construed to apply to the corresponding provisions of the code.

15.10.040 PENALTY; VIOLATIONS.

(A) ***General penalty; continuing violations.*** Every act prohibited or declared unlawful and every failure to perform an act required by this code is a misdemeanor or an infraction as set forth in the said respective pertinent sections of this code and any person causing or permitting a violation of any such section of said code shall be subject to the penalties ascribed to each such section as set forth herein. Where silent as to whether a violation is a misdemeanor or infraction, the City Attorney may prosecute such violation as either a misdemeanor or infraction in his/her discretion.

(B) ***Violations including aiding, abetting, and concealing.*** Every person who causes, aids, abets or conceals the fact of a violation of this code is guilty of violating this code.

(C) ***Enforcement by civil action.*** In addition to the penalties provided herein, the said code may be enforced by civil action. Any condition existing in violation of this code is a public nuisance and may be

summarily abated by the city.

TITLE 15

BUILDINGS AND CONSTRUCTION

CHAPTER 15.12 GREEN BUILDING STANDARDS CODE

15.12.010 LOS ANGELES COUNTY CODE, TITLE 31, GREEN BUILDING STANDARDS CODE ADOPTED

Los Angeles County Green Building Standards Code, Chapter 2 through 8, Title 31, The Los Angeles County Green Building Code, as amended and in effect on or before January 1, 2023, adopting the 2022 California Green Building Standards Code, except as otherwise provided in said Title 31, is hereby adopted by reference pursuant to the provisions of Sections 50022.1 through 50022.10 of the Government Code of the State of California as though fully set forth herein and made a part of the South El Monte Municipal Code with the same force and effect as though set out herein in full, including all of the regulations, revisions, conditions and terms contained therein except as revised in this ordinance by section 15.12.020 below.

Not less than one copy of said Title 31 of the Los Angeles County Green Building Standards Code together with any and all amendments thereto proposed by the City of South El Monte, has been and is now filed in the office of the Community Development Department and shall remain on file with Building Official, and shall collectively be known as the *City of South El Monte Green Building Standards Code* and may be cited as Chapter 15.12 of the South El Monte Municipal Code.

15.12.020 FEE SCHEDULE; MODIFICATION BY RESOLUTION

The fee schedules adopted by Section 15.12.010 shall apply to fees arising under the building code, except where a different fee has been adopted by resolution of the city council.

15.12.030 EFFECT OF ADOPTION.

The adoption of the City Green Building Standards Code and the repeal, addition or amendment of ordinances by this code shall not affect the following matters:

- (A) Actions and proceedings which began the effective date of this code.
- (B) Prosecution for ordinance violations committed before the effective date of this code.
- (C) Licenses and penalties due and unpaid at the effective date of this code, and the collection of these licenses and penalties.
- (D) Bonds and cash deposits required to be posted, filed or deposited pursuant to any ordinance.
- (E) Matters of record which refer to or are connected with ordinances the substances of which are included in this code; these references shall be construed to apply to the corresponding provisions of the code.

15.12.040 PENALTY; VIOLATIONS.

(A) **General penalty; continuing violations.** Every act prohibited or declared unlawful and every failure to perform an act required by this code is a misdemeanor or an infraction as set forth in the said respective pertinent sections of this code and any person causing or permitting a violation of any such section of said code shall be subject to the penalties ascribed to each such section as set forth herein. Where silent as to whether a violation is a misdemeanor or infraction, the City Attorney may prosecute such violation as either a misdemeanor or infraction in his/her discretion.

(B) **Violations including aiding, abetting, and concealing.** Every person who causes, aids, abets or conceals the fact of a violation of this code is guilty of violating this code.

(C) **Enforcement by civil action.** In addition to the penalties provided herein, the said code may be enforced by civil action. Any condition existing in violation of this code is a public nuisance and may be summarily abated by the city.

TITLE 15

BUILDINGS AND CONSTRUCTION

CHAPTER 15.14 FIRE CODE

15.14.010 LOS ANGELES COUNTY CODE, TITLE 32, FIRE CODE ADOPTED

Los Angeles County Fire Code, Title 32, the Los Angeles County Fire Code, as amended and in effect on or before January 1, 2023, adopting the 2022 California Fire Code, is hereby adopted by reference pursuant to the provisions of Sections 50022.1 through 50022.10 of the Government Code of the State of California as though fully set forth herein, and made a part of the South El Monte Municipal Code with the same force and effect as though set out herein in full, including all of the regulations, revisions, conditions and terms contained therein.

Not less than one copy of said Title 32 of the Los Angeles County Fire Code together with any and all amendments thereto proposed by the City of South El Monte, has been and is now filed in the office of the Community Development Department and shall remain on file with Building Official, and shall collectively be known as the *City of South El Monte Fire Code* and may be cited as Chapter 15.14 of the South El Monte Municipal Code.

15.16.020 EFFECT OF ADOPTION.

The adoption of the City Fire Code and the repeal, addition or amendment of ordinances by this code shall not affect the following matters:

- (A) Actions and proceedings which began the effective date of this code.
- (B) Prosecution for ordinance violations committed before the effective date of this code.
- (C) Licenses and penalties due and unpaid at the effective date of this code, and the collection of these licenses and penalties.
- (D) Bonds and cash deposits required to be posted, filed or deposited pursuant to any ordinance.
- (E) Matters of record which refer to or are connected with ordinances the substances of which are included in this code; these references shall be construed to apply to the corresponding provisions of the code.

15.16.030 PENALTY; VIOLATIONS.

(A) **General penalty; continuing violations.** Every act prohibited or declared unlawful and every failure to perform an act required by this code is a misdemeanor or an infraction as set forth in the said respective pertinent sections of this code and any person causing or permitting a violation of any such section of said code shall be subject to the penalties ascribed to each such section as set forth herein. Where silent as to whether a violation is a misdemeanor or infraction, the City Attorney may prosecute such violation as either a misdemeanor or infraction in his/her discretion.

(B) **Violations including aiding, abetting, and concealing.** Every person who causes, aids, abets or conceals the fact of a violation of this code is guilty of violating this code.

(C) **Enforcement by civil action.** In addition to the penalties provided herein, the said code may be enforced by civil action. Any condition existing in violation of this code is a public nuisance and may be summarily abated by the city.

TITLE 15

BUILDINGS AND CONSTRUCTION

CHAPTER 15.16 EXISTING BUILDING CODE

15.16.010 LOS ANGELES COUNTY CODE, TITLE 33, EXISTING BUILDING CODE ADOPTED

Los Angeles County Existing Building Code Chapter 2 through 4, 15, 16 and Appendix A, Chapter A1, A3, A4 and A5 of the Title 33, the Los Angeles County Existing Building Code, as amended and in effect on or before January 1, 2023, adopting the 2022 California Existing Building Code, is hereby adopted by reference pursuant to the provisions of Sections 50022.1 through 50022.10 of the Government Code of the State of California as though fully set forth herein, and made a part of the South El Monte Municipal Code with the same force and effect as though set out herein in full, including all of the regulations, revisions, conditions and terms contained therein except as revised in this ordinance by section 15.16.020 below.

Not less than one copy of said Title 33 of the Los Angeles County Existing Building Code together with any and all amendments thereto proposed by the City of South El Monte, has been and is now filed in the office of the Community Development Department and shall remain on file with Building Official, and shall collectively be known as the *City of South El Monte Existing Building Code* and may be cited as Chapter 15.16 of the South El Monte Municipal Code.

15.16.020 FEE SCHEDULE; MODIFICATION BY RESOLUTION

The fee schedules adopted by Section 15.06.010 shall apply to fees arising under the building code, except where a different fee has been adopted by resolution of the city council.

15.16.030 EFFECT OF ADOPTION.

The adoption of the City Existing Building Code and the repeal, addition or amendment of ordinances by this code shall not affect the following matters:

- (A) Actions and proceedings which began the effective date of this code.
- (B) Prosecution for ordinance violations committed before the effective date of this code.
- (C) Licenses and penalties due and unpaid at the effective date of this code, and the collection of these licenses and penalties.
- (D) Bonds and cash deposits required to be posted, filed or deposited pursuant to any ordinance.
- (E) Matters of record which refer to or are connected with ordinances the substances of which are included in this code; these references shall be construed to apply to the corresponding provisions of the code.

15.16.040 PENALTY; VIOLATIONS.

(A) *General penalty; continuing violations.* Every act prohibited or declared unlawful and every failure to perform an act required by this code is a misdemeanor or an infraction as set forth in the said respective pertinent sections of this code and any person causing or permitting a violation of any such section of said code shall be subject to the penalties ascribed to each such section as set forth herein. Where silent as to whether a violation is a misdemeanor or infraction, the City Attorney may prosecute such violation as either a misdemeanor or infraction in his/her discretion.

(B) *Violations including aiding, abetting, and concealing.* Every person who causes, aids, abets or conceals the fact of a violation of this code is guilty of violating this code.

(C) *Enforcement by civil action.* In addition to the penalties provided herein, the said code may be enforced by civil action. Any condition existing in violation of this code is a public nuisance and may be summarily abated by the city.

Attachment B

Findings and Los Angeles County Ordinance adopting and amending the 2022 California Codes and creating the 2023 Los Angeles County Codes

Due to the size of the Los Angeles County Ordinance, these documents can be viewed at the following links:

Building Code and findings <http://file.lacounty.gov/SDSInter/bos/supdocs/173612.pdf>

Residential Code and findings <http://file.lacounty.gov/SDSInter/bos/supdocs/173615.pdf>

Electrical Code and findings <http://file.lacounty.gov/SDSInter/bos/supdocs/173568.pdf>

Plumbing Code and findings <http://file.lacounty.gov/SDSInter/bos/supdocs/173643.pdf>

Mechanical Code and findings <http://file.lacounty.gov/SDSInter/bos/supdocs/173614.pdf>

CALGREEN Code and findings <http://file.lacounty.gov/SDSInter/bos/supdocs/173616.pdf>

Existing Building Code and findings

<http://file.lacounty.gov/SDSInter/bos/supdocs/173617.pdf>

California Codes can be viewed at <https://www.dgs.ca.gov/BSC/Codes>



City Council Agenda Report

Agenda Item No. 11.a.

DATE: October 25, 2022

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, Interim City Manager

SUBMITTED BY: Colby Cataldi, Community Development Director

SUBJECT: FEE WAIVER REQUEST BY JEFF ORTIZ ("APPLICANT") FOR A PERMIT EXTENSION

SUMMARY: Jeff Ortiz ("Applicant") requests a waiver of the extension fee in the amount of \$965.49 for a permit on file. Mr. Ortiz applied for a permit to make certain improvements to a residential property and has put the project on hold for an indeterminate period of time. Building permits have an expiration date, which can cause applicants to file for a request to extend the permit timeframe. The permit extension requests are subject to a permit extension fee as identified in the City's Municipal Code and/or Fee Ordinance. Mr. Ortiz is requesting the permit extension and the fee waiver be granted in full.

RECOMMENDED ACTION: For City Council's discussion and consideration of the permit extension fee waiver in the amount of \$965.49.

FISCAL IMPACT: Any reduction to building permit fees collected will be a decrease in general fund revenue, but will not require a budget amendment.

The Impact Fee Waiver request would have a fiscal impact as follows:

% Fee Waiver/Reduction	Reduced Revenue
100% complete waiver of a 25% reduced fee	\$965.49

DISCUSSION: Staff received a letter dated October 18, 2022 from the Applicant requesting a waiver of the extension fee due to (1) insufficient funds to cover the fee; (2) increased costs of construction materials due to the COVID-19 pandemic and supply shortages; and (3) has already paid the required permit plan check fees for the project.

ATTACHMENT(S):

A. Letter - Extension Waiver Request

ATTACHMENT A

10/18/22

Attn: Mayor Gloria Olmos
cc: Rene Salas, Colby Cataldi

Re: Home Remodel Permit Extension Fee Waiver Request

From: Jeff Ortiz (Resident)
10325 Broadmead St.
South El Monte, CA 91733

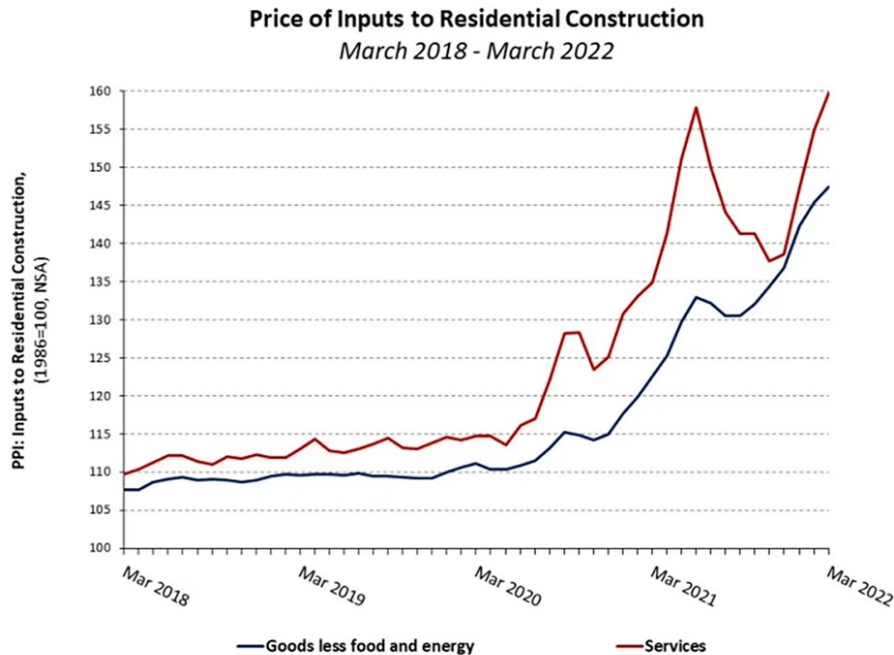
Dear Mayor Olmos,

Per your request for me to submit a summarization of the situation involving my remodel and why I am requesting the city's help and consideration for a full waiver of my permit extension fee of \$965.49 (25% of the permit fee of \$3,861.96). Please allow me to briefly describe the timeline of events, which have led me to still not have started any of the scheduled remodel work and ending with my permits expiring during this COVID pandemic.

My plans were initially approved on 11-14-20 and expired on 3-31-21; As you are all aware, this time frame was directly in the middle of the pandemic, which led to the series of problems that I encountered. The two major issues I had, were the lack of workers available and the quick rise in costs for building materials. When I finally did find workers, I'd come to find my quotes to be almost doubled in price, compared to my original (pre-pandemic) estimates. At this point I had to concede in breaking my project into two phases, just to get some of the project started, but I then found that my permits had expired.

So as of today, I still haven't started my project and have been asking the city's help in waiving the additional costs for well over a year now. I am already close to \$10,000 in fees for permits, processing and plan checks, without even having started the project. This is extremely frustrating! I'm not even sure when I'll be able to complete the future second phase, but I anticipate I'll need to resubmit my plans for approval again and be required to pay even more fees at that time. With all this in mind, I'm asking the city for any help or any direction they can offer. All these high permit fees are very excessive for our residents who want to improve their homes and improve the community... but that is an issue in itself.

In researching the average building costs increases in America during the COVID pandemic, I found the following information: Building materials prices increased 20.4% year over year and have risen 33% since the start of the pandemic. Services prices are now also 39% higher [*see accompanying graph*]. (Source: National Association of Home Builders 4/22)



Lastly, I need to express my intention of pointing out the question: If the higher costs of permit fees are appropriate for our residents? I feel this will discourage people from improving their homes and in turn not helping to improve our aging neighborhoods. I know these fees were recently raised a few years ago in order to keep us better in line with other cities, but did we consider the city size and economic demographic? We are a small low to medium-income city and I don't think the increase was appropriate. This increase seems appropriate for business and industry, but somehow needs to be adjusted for residents; especially those that are planning to settle into the city long-term. In order for this to properly work, we'd need to weed out investors and house flippers, by enforcing a requirement to live in the residence for a minimum of 10 years to qualify for the "Resident Rates." I feel this is a good solution to continue helping to make our city a wonderful place to live.

Thank you for your time and consideration, I am hoping a decision can be made soon. I appreciate the help to resolve this problem.

Best regards,

Jeff Ortiz



City Council Agenda Report

Agenda Item No. 12.a.

DATE: October 25, 2022

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, Interim City Manager

SUBMITTED BY: Dianna Gomez, Executive Assistant

SUBJECT: MAYOR GLORIA OLMOS

1. Consideration to Approve \$500 Donation to the El Monte/South El Monte Jets Banquet
2. Examine City Trees Due to Many Complaints from Residents

SUMMARY:

RECOMMENDED ACTION: Discussion and/or action.

FISCAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

None



Successor Agency Agenda Report

Agenda Item No. 19.a.

DATE: October 25, 2022

TO: Honorable Chairperson and Members of the Board

APPROVED BY: Rene Salas, Executive Director

SUBMITTED BY: Donna Schwartz, City Clerk

SUBJECT: CONSIDERATION AND APPROVAL OF THE SUCCESSOR
AGENCY MEETING MINUTES FOR SEPTEMBER 27, 2022

SUMMARY: Staff is requesting approval of the Minutes of the September 27, 2022 Successor Agency Meeting.

RECOMMENDED ACTION: Staff recommends the Board approve the Successor Agency Meeting Minutes of September 27, 2022.

FISCAL IMPACT: None.

DISCUSSION: None.

ATTACHMENT(S):

A. Minutes

**CITY OF SOUTH EL MONTE
SUCCESSOR AGENCY MEETING MINUTES
TUESDAY, SEPTEMBER 27, 2022 - 6:00 p.m.**

Successor Agency Meeting Immediately Followed Regular City Council Meeting

ANNOUNCEMENT BY THE CITY CLERK (PRIOR TO CONVENING THE SUCCESSOR AGENCY MEETING)

Pursuant to Government Code Section 54952.3, Board Members do not receive any compensation or stipend for attending the Successor Agency meeting

16. CALL TO ORDER AND ROLL CALL

Chair Olmos called the meeting to order at 8:12 p.m.

PRESENT: Board Member(s): Angel, Delgado, Retamoza, Vice Chair Acosta, and Chair Olmos.

STAFF PRESENT: Rene Salas, Interim Executive Director; Anthony R. Taylor, General Counsel; Donna G. Schwartz, Secretary; and Paola Lara, Deputy City Clerk.

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

17. APPROVAL OF AGENDA

A motion was made by Board Member Angel, seconded by Councilmember Delgado to approve the agenda. Motion carried 5-0, by the following vote:

AYES: Board Member(s): Angel, Delgado, Retamoza, Vice Chair Acosta, and Chair Olmos.

NAYS: None.

18. PUBLIC COMMENTS

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

19. CONSENT CALENDAR

A motion was made by Vice Chair Acosta, seconded by Board Member Delgado to approve the Consent Calendar. Motion carried 5-0, by the following vote:

AYES: Board Member(s): Angel, Delgado, Retamoza, Vice Chair Acosta, and Chair Olmos.

NAYS: None

- 19.a.** Approved the Regular Successor Agency Meeting Minutes of July 26, 2022.

20. EXECUTIVE DIRECTOR'S AGENDA – None

21. ADJOURNMENT OF SUCCESSOR AGENCY MEETING

There being no further business coming before this body, at 8:13 p.m. Chair Olmos adjourned the meeting.

Donna G. Schwartz, Secretary

Gloria Olmos, Chair



Successor Agency Agenda Report

Agenda Item No. 19.b.

DATE: October 25, 2022

TO: Honorable Chairperson and Members of the Board

APPROVED BY: Rene Salas, Executive Director

SUBMITTED BY: Donna Schwartz, City Clerk

SUBJECT: PROPOSED DARK SUCCESSOR AGENCY MEETING DATES

SUMMARY: Each year staff requests the Successor Agency Board consider "going dark" on the fourth Tuesday in November and December due to the Thanksgiving and Christmas holidays.

RECOMMENDED ACTION: Staff recommends the Successor Agency Board approve going dark on Tuesday, November 22, 2022 and Tuesday, December 27, 2022, due to the Thanksgiving and Christmas holidays.

FISCAL IMPACT:

DISCUSSION: The Successor Agency Board takes a recess and does not hold a second meeting in the months of November and December. If there is a need, a special meeting can be held during either month.

ATTACHMENT(S):

None